

---

# City of Grand Island



## Tuesday, July 27, 2021 Council Session Agenda

---

### **City Council:**

**Jason Conley**  
**Michelle Fitzke**  
**Bethany Guzinski**  
**Chuck Haase**  
**Maggie Mendoza**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Justin Scott**  
**Mark Stelk**

### **Mayor:**

**Roger G. Steele**

### **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 Nathan Frew, Abundant Life Christian Center, 3411 West Faidley 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, July 27, 2021

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement at the Intersection of 18th Street & Illinois Avenue (Abandoned Blain Well Site) - Luevano & Medrano**

*Council action will take place under Consent Agenda item G-7.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** July 27, 2021

**Subject:** Acquisition of Utility Easement – 18<sup>th</sup> Street & Illinois Avenue – Luevano and Medrano

**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 Alfredo Luevano, Jr. and Tina Marie Medrano, located through the entire boundary of Lot Seven (7), Block Two (2), Blain Addition to the City of Grand Island, Hall County, Nebraska (Intersection of 18<sup>th</sup> Street & Illinois Avenue), in order to have access to install, upgrade, maintain, and repair power appurtenances, including power lines, and water lines and transformers.

## **Discussion**

The City of Grand Island Utilities Department has sold the abandoned Blain Well Site located on Lot Seven (7), Block Two (2) (intersection of 18<sup>th</sup> Street and Illinois Avenue) to Alfredo Luevano, Jr. and Tina Marie Medrano. Because of the number of utilities remaining on the lot, the City has requested the entire lot area be dedicated as utility easement. This easement will allow the Utilities Department to access, operate, and maintain the existing utility infrastructure previously installed at this location.

## **Alternatives**

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

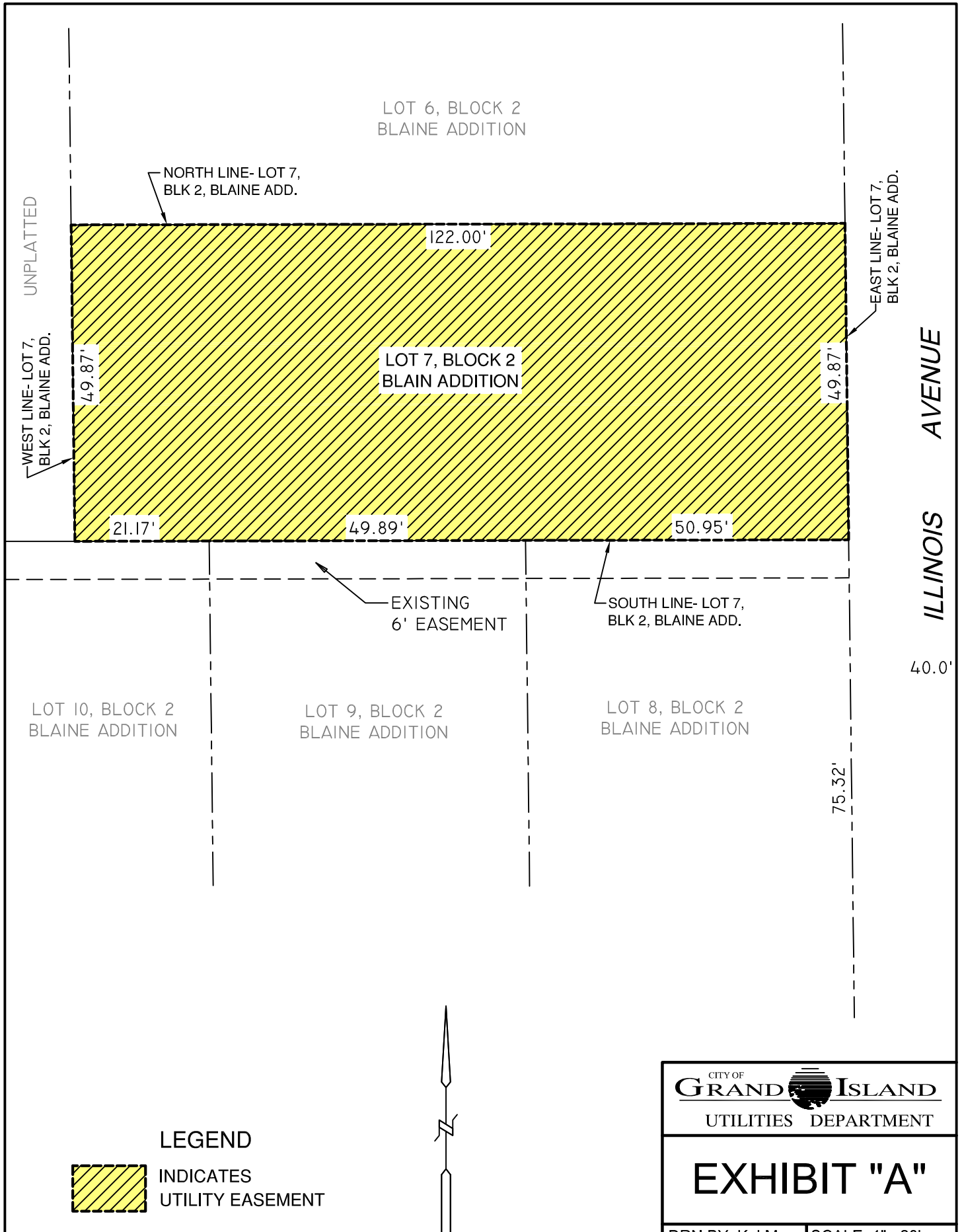
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



UNPLATTED  
WEST LINE- LOT 7,  
BLK 2, BLAINE ADD.

NORTH LINE- LOT 7,  
BLK 2, BLAINE ADD.

LOT 6, BLOCK 2  
BLAINE ADDITION

EAST LINE- LOT 7,  
BLK 2, BLAINE ADD.

LOT 7, BLOCK 2  
BLAINE ADDITION

ILLINOIS AVENUE

EXISTING  
6' EASEMENT

SOUTH LINE- LOT 7,  
BLK 2, BLAINE ADD.

LOT 10, BLOCK 2  
BLAINE ADDITION

LOT 9, BLOCK 2  
BLAINE ADDITION

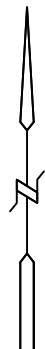
LOT 8, BLOCK 2  
BLAINE ADDITION

40.0'

75.32'

LEGEND

 INDICATES  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DATE: 5/10/2021 | FILE: BLAINE ADD. | SCALE: 1"=30'



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 830 Bronze Road - Rhoads Enterprises, Inc.**

*Council action will take place under Consent Agenda item G-8.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Stacy Nonhof, Interim City Attorney

**Meeting:** July 27, 2021

**Subject:** Acquisition of Utility Easement – 830 Bronze Road – Rhoads Enterprises, Inc.

**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 a ten (10.0) foot utility easement relative to the property of Rhoads Enterprises, Inc., through a part of Lot Two (2), Westgate Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska (830 Bronze Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Rhoads Enterprises, Inc., has requested a new electrical service for their new storage buildings located at 830 Bronze Road. A new 75 kVA three-phase transformer will be installed along with approximately 350 linear feet of 4” conduit and 350 linear feet of 1/0 copper power cable to accommodate the new electrical service. This easement will allow the Utilities Department to access, operate, and maintain the electrical infrastructure at this location.

## **Alternatives**

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

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

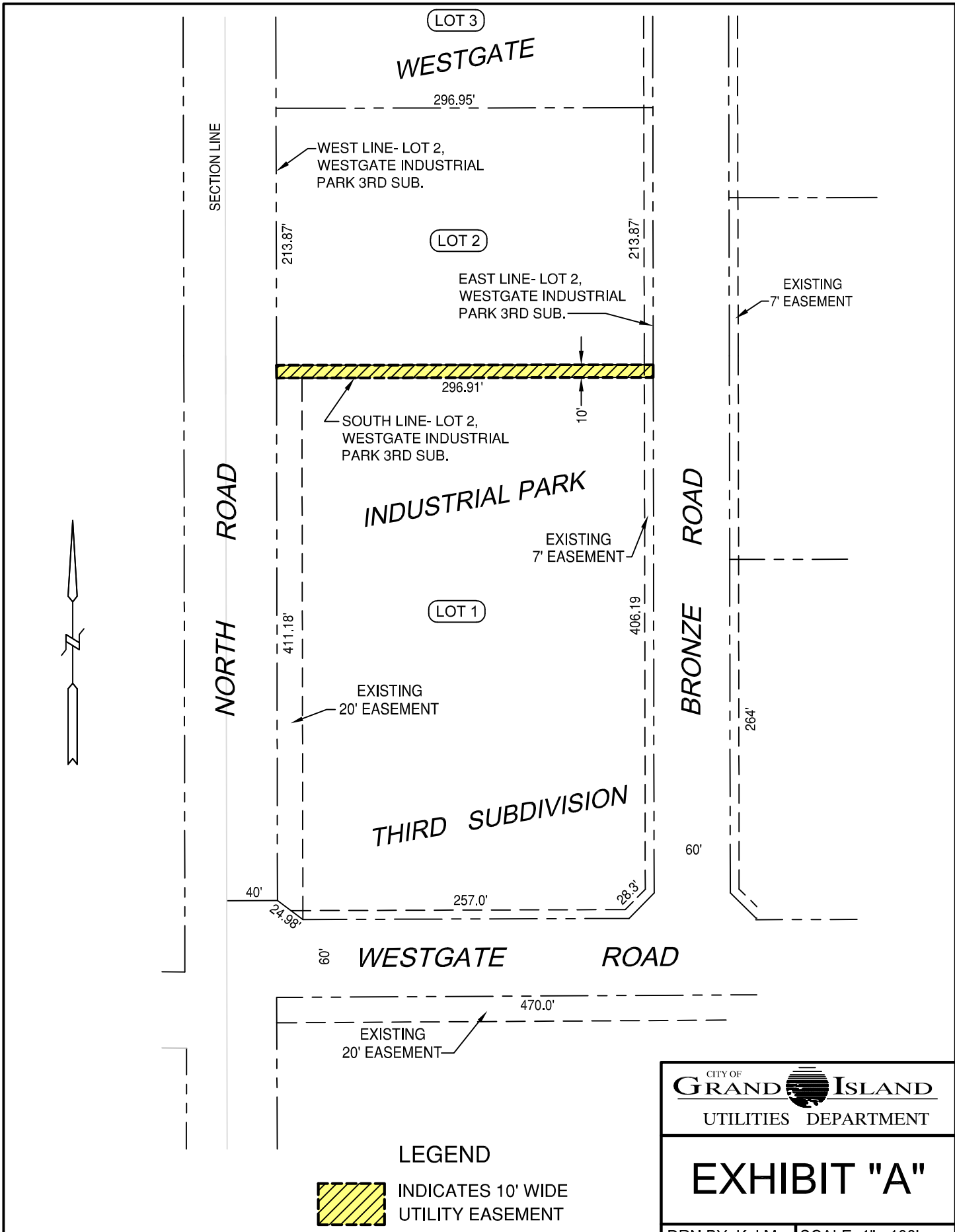
## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





**LEGEND**



INDICATES 10' WIDE  
UTILITY EASEMENT

CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DATE: 6/14/2021 | FILE: W.I.P. 3RD SUB | SCALE: 1" = 40'



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item E-3

**Public Hearing on Proposed Blighted and Substandard Area 33 for approximately 210 Acres located West of Prairie Road North of Husker Highway (Innate Development, LLC)**

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

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** July 27, 2021

**Subject:** Innate Development LLC Study (Proposed Area #33)  
C-20-2021GI

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

## Background

Innate Development LLC has commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 33. This study is approximately 210 acres of property located west of Prairieview Street and north of Husker Highway in western Grand Island (See the attached map) On May 21, 2021, Council referred the attached study to the Planning Commission for its review and recommendation. 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.

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

## Discussion

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

**18-2109. Redevelopment plan; preparation; requirements; planning commission or board; public hearing; notice; governing body; public hearing; notice.**

(1) An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after the public hearings required under this section, declared such area to be a substandard and blighted area in need of redevelopment.

(2) Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is substandard and blighted and shall submit the question of whether such area is substandard and blighted to the planning commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the

hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

(3) Upon receipt of the recommendations of the planning commission or board, or if no recommendations are received within thirty days after the public hearing required under subsection (2) of this section, the governing body shall hold a public hearing on the question of whether the area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to subsection (2) of this section. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed declaration. After such hearing, the governing body of the city may make its declaration.

(4) Copies of each substandard and blighted study or analysis conducted pursuant to subsection (2) of this section shall be posted on the city's public web site or made available for public inspection at a location designated by the city.

~Reissue Revised Statutes of Nebraska 7-19-18

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

At this time, the Council is only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

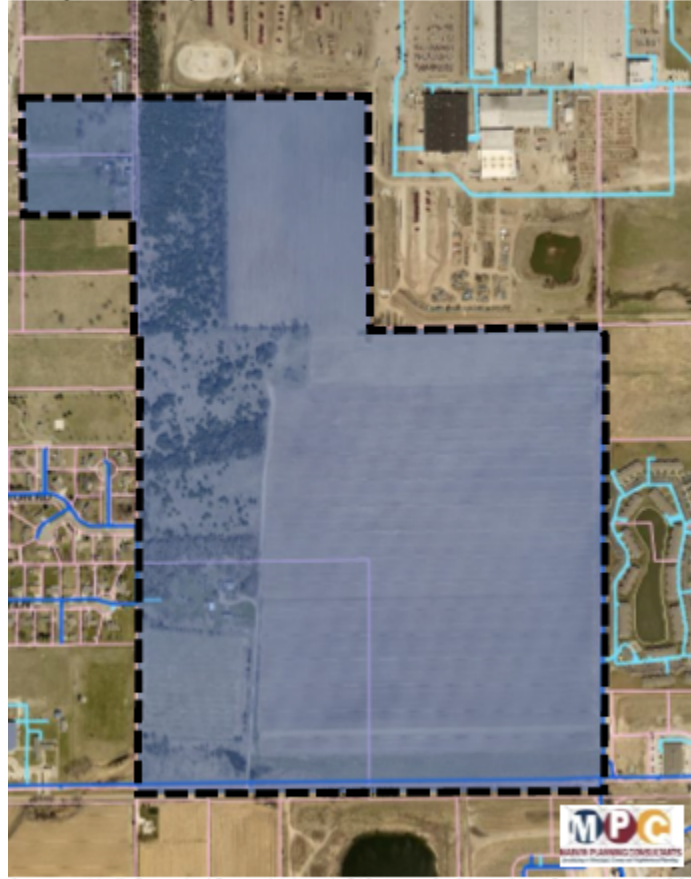
The City of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of July 19, 2021, 22.96% of the City has been declared blighted and substandard. Proposed Area 33 would add 210 acres (1.08%) bringing total to 24.04%. This study for area 34 would add 86.04 acres or 0.44%. The total area declared blighted and substandard if both areas 33 and 34 are approved is 24.48%.

## Redevelopment Area 33

### *Study Area*

Figure 1

Study Area Map



Source: Hall County/Grand Island GIS, Marvin Planning Consultants 2021

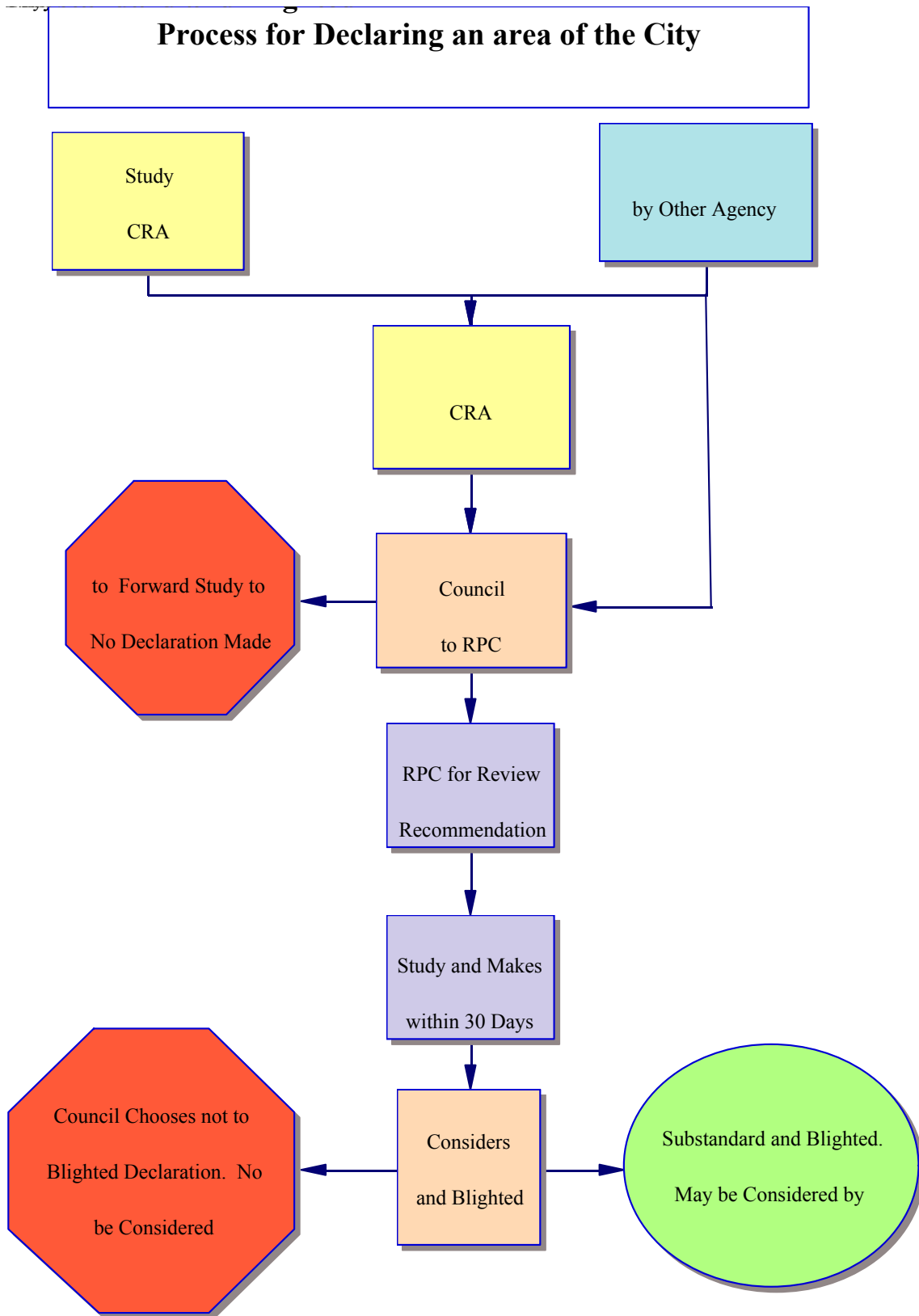


Figure 1 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

# Substandard and Blighted Declaration vs. Redevelopment Plan



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

Figure 2 Blight and Substandard Declaration compared to a Redevelopment Plan

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

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

### **Blighted and Substandard Defined**

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

#### **Section 18-2103**

*Terms, defined.*

For purposes of the Community Development Law, unless the context otherwise requires:

(3) **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;

(31) **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

~Reissue Revised Statutes of Nebraska 7-19-18

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

Study Area 33 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighting Summary**

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

- **Substantial number of deteriorating structures**
  - Within the study area 100.00% of the structures were deemed to be in a normal condition or worse.
  
- **Deterioration of site or other improvements**
  - Curb and gutter are missing over a majority of the frontage along Husker Highway.
  - The study area has what is considered rural section (ditches) and the drainage areas appear to be silting in.
  - A majority of the frontage of Husker Highway has average or poorer condition.
  - Sidewalks are missing within the entire study area.
  
- **Insanitary and Unsafe Conditions**
  - There is a Palustrine Emergent Wetland located in the study area. Standing water could create a sanitary and safety issue with mosquitoes.
  - There is also a Riverine Wetland on the south side which could create similar issues to the Palustrine Emergent Wetland.

### **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.**
  - 9 (100.00%) buildings or improvements were determined to be 40 years of age or older.
  - 0 ( 0.00%) buildings or improvements were determined to be less than 40 years of age.
  - The average age based upon a cumulative age calculation is 70.8 years.

**The other criteria for Blight were not present in the area, these included:**

- Diversity of Ownership
- Factors Which Are Impairing And/or Arresting Sound Growth
- Dangerous conditions to life or property due to fire or other causes
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.

- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

### **Substandard Summary**

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

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

### **Substandard Summary**

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

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

## **FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #33**

Blight Study Area #33 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions**

- **Substantial number of deteriorated or deteriorating structures.**
- **Condition of Structures**
- **Insanitary and Unsafe Conditions**
- **Average age of the residential or commercial units in the area is at least 40 years.**

### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years.**

## **Recommendation**

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

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

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)

- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted? Is development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

### **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 33 during its meeting on June 7, 2021. This study is approximately 210 acres of located west of Prairieview Street and north of Husker Highway. (C-21-2021GI)

Monter opened the public hearing:

Nabity stated the property is approximately 210 acres and is located west of Prairie Road and north of Husker Highway. The Substandard and Blight Study was prepared by Marvin Planning Consultants and indicates that this property could be considered blighted and substandard. The Planning Commission recommendation must be forwarded to the Grand Island City Council within 30 days of making the recommendation. If the study is approved subsequent action will be necessary by both the Planning Commission and the City Council prior to any action involving Tax Increment Financing or the expenditure of tax dollars from the CRA budget within this area.

Ron Depue, Keith Marvin and Scott Rief all testified in favor of declaring the area blighted and substandard and made themselves available to questions from the commission.

Ruge specifically asked about the ground water contamination in the area and if that was one of the factors that impacted this property and supported the declaration. Marvin agreed that it was included in the study because it does support the declaration and will impact the development of the property. Nabity stated that the developer's engineers have been in contact with city staff and both the Nebraska Department of Environment and Energy and the EPA and working

with them to coordinate development efforts within the restrictions on property as part of their due diligence.

Monter closed the public hearing:

A motion was made by Robb and second by Rubio to approve the Substandard and Blight Study CRA Area #33 and Resolution 2021-05.

The motion carried with eight members voting yes (Nelson, Ruge, Olson, Robb, Monter, Rubio, Hendricksen and Doane) and no members voting no.

### **Alternatives**

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

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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 32 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.



**City of Grand Island, NE**  
**Blight and Substandard Study**  
**Area #33**  
**March 2021**



**PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within Study Area 33 of the city of Grand Island. This study has been commissioned by the Innate Development LLC in order to analyze the possibility of declaring the area as blighted and substandard within this specific study area.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*“The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of 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 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 platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a 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 only for a portion of the corporate limits of the city which has not previously been so designated. The Study is intended to give the Grand Island CRA, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

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

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

**BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets the entire corporate limits of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes several uses including, a residential area which was once a farmyard and the rest of the property is used for agricultural purposes.

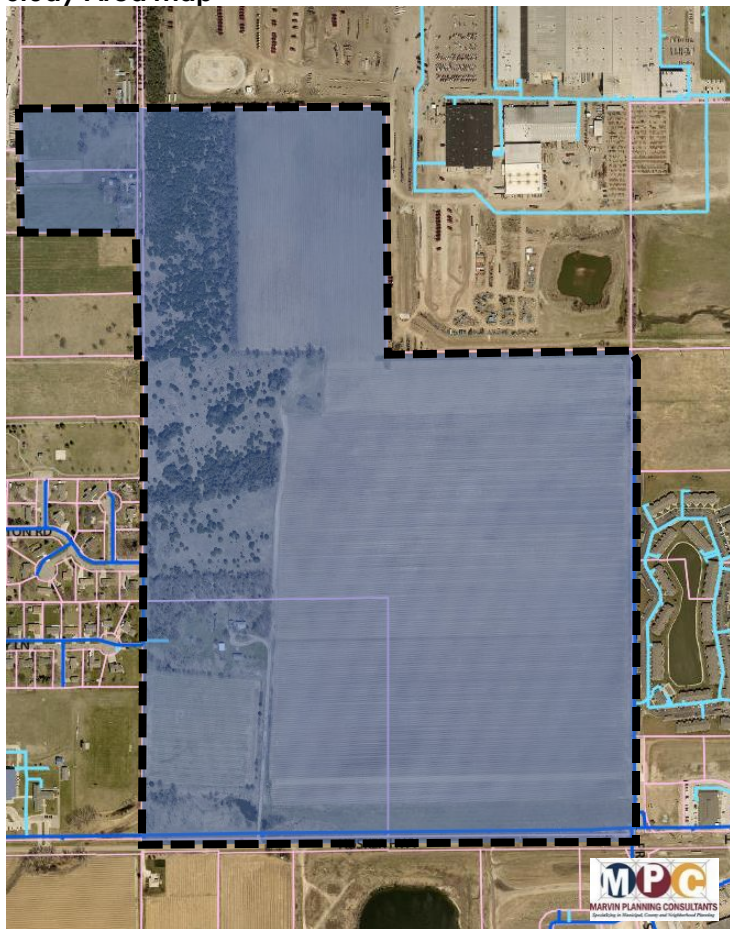
Through the redevelopment process, the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City is intended to redevelop and improve areas of the community. Using the Community Redevelopment Act, the City of Grand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

A Tract described as follows: **MISC TRACTS SE1/4 NW1/4 & NE1/4 SW1/4 & PT W1/2 SE1/4 25-11-10 plus the north half of the R.O.W. along Husker Highway, 158.69 AC** and a tract described as follows: **MISCELLANEOUS TRACTS PT SE1/4 SW1/4 25-11-10; plus, Hayman’s Subdivision Lots 5 and 6 and adjacent right-of-way of Memorial Park Road; plus, the north half of the R.O.W. along Husker Highway, 40.09 AC.** Total acres for this area is 210.32 acres.

**Study Area**

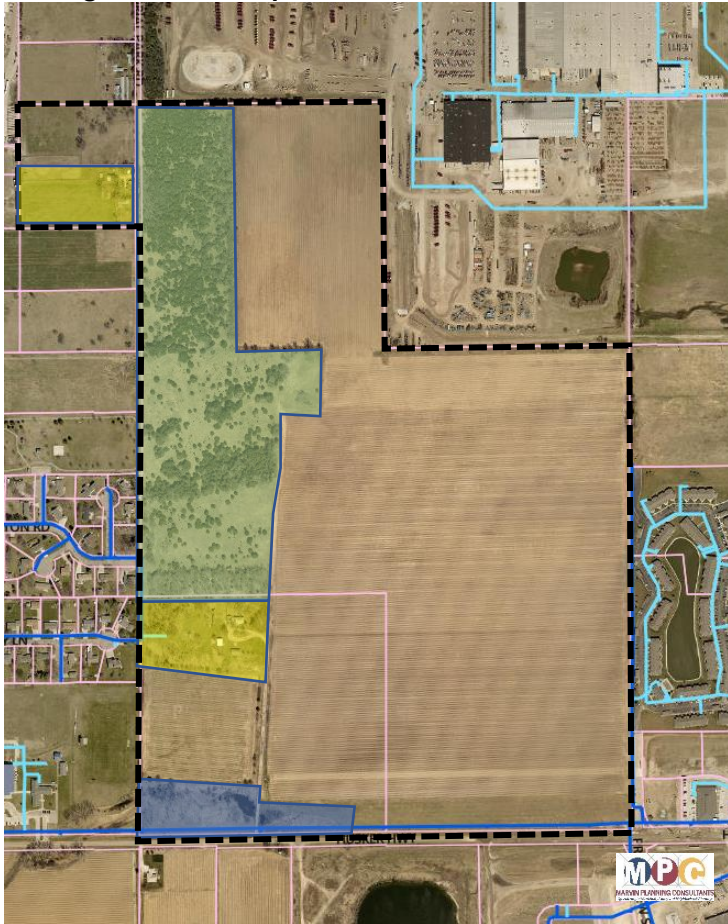
**Figure 1  
Study Area Map**



Source: Hall County/Grand Island GIS, Marvin Planning Consultants 2021



**Figure 2**  
**Existing Land Use Map**

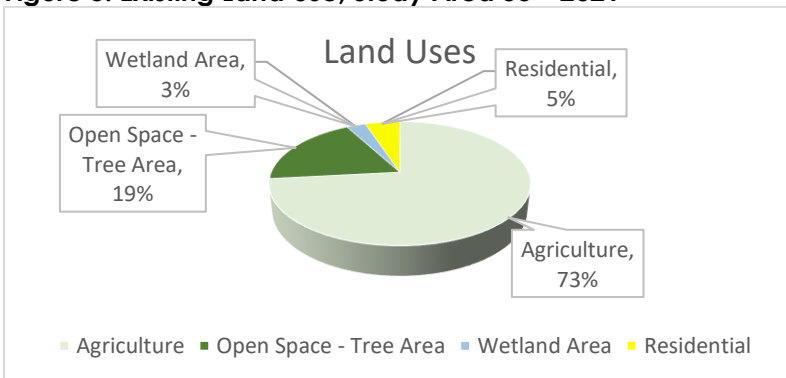


Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

**EXISTING LAND USES**

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

**Figure 3: Existing Land Use, Study Area 33 – 2021**



Source: Marvin Planning Consultants 2021

**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. Figure 3 shows the different uses present within the corporate limits of the area. The different uses also have the overall percent of the total area.

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

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

**CONTRIBUTING FACTORS**

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions to 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: Excellent, Very Good, Above Normal, Normal, Below Normal, Poor or Very 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. According to the data there are five structures in the study area.

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

- 0 (0.00%) structures rated as Excellent
- 0 (0.00%) structure rated as Very Good
- 0 (0.00%) structures rated as Above Normal
- 5 (55.55%) structures rated Normal
- 0 ( 0.00%) structures rated Below Normal
- 4 ( 44.44%) structures rated Poor
- 0 ( 0.00%) structure rated as Very Poor

Figure 4: Structure Conditions





Based upon these data, an assumption has been made that normal condition and less would constitute the possibility of some or considerable deterioration. It is common for older structures to need more maintenance and upkeep in order to maintain a good or higher condition. Even a structure rated as normal 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, 80.00% of the structures in this study area are considered to in Poor Conditions.

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

**Deterioration of Site or Other Improvements**

***Sidewalk Conditions***

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

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on three categories: Fair, Poor, and missing completely.

Within the study area there is approximately 2,664 lineal feet or .50 miles of area where sidewalk could or should be located. The area along Husker Highway is a rapidly developing area of Grand Island with the new hospital and multiple commercial business located between the study area and US Highway 281. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- **0 (0.00%) lineal feet of Excellent sidewalk**
- **0 (0.00%) lineal feet of Good sidewalk**
- **0 (0.00%) lineal feet of Average sidewalk**
- **0 (0.00%) lineal feet of Fair sidewalk**
- **2,664 (100.00%) lineal feet of no sidewalk**

Due to the lack of sidewalk, sidewalks are considered a direct contributing factor.

**Figure 5: Sidewalk Conditions**

Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

### **Curb and Gutter**

Curb and Gutters have a number of direct and indirect roles in communities. Their primary function is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either Excellent, Good, Average, Fair, Poor and Missing. There is not any curb and gutter within the study area. And is considered rural section drainage.

Within the study area there is approximately 2,664 lineal feet of curb and gutter possible. Of the total area, approximately 855 feet of concrete paving and underground pipe was constructed during the hospital project. In addition, there were several inlets constructed along the area. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- **855 (32.10%) lineal feet of Excellent curb and gutter**
- **0 ( 0.00%) lineal feet of Good curb and gutter**
- **0 ( 0.00%) lineal feet of Average curb and gutter**
- **0 ( 0.00%) lineal feet of Fair curb and gutter**
- **1,809 (67.90%) lineal feet of no curb and gutter**

The majority of this area's street and drainage have been designed and constructed in a manner referred to as rural section. There is a good reason since this area had once been under the county highway departments jurisdiction. Rural section street/road is one where water drains directly from the driving surface into ditches paralleling the street. This approach is adequate; however, this design typically sees the ditches begin to silt in and/or have tall grass growing in them. These factors quickly deteriorate the ability of the ditch to adequately drain away water from the driving surface and this typically leads to localized flooding and ponding. As this area becomes more urban, it needs to have urban amenities.

**Figure 6**  
**Curb and Gutter Conditions**



Source: Hall County Assessor's Office, Marvin Planning Consultants 2021



**Streets**

Streets within a community are essential to moving people and vehicles from place to place. Their condition and construction have an impact on the appearance of a community, which leads directly to how a community is perceived by the outside world.

Within the study area there is approximately 2,664 lineal feet or .50 miles of street possible. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- **855 ( 32.1%) lineal feet of Excellent street**
- **0 ( 0.0%) lineal feet of Good street**
- **0 ( 0.0%) lineal feet of Average street**
- **1,809 ( 67.9%) lineal feet of Fair street**
- **0 ( 0.0%) lineal feet of Poor street**

The newly paved area north and west of the new hospital is a well-designed and excellent driving surface. As development continues west of this pavement, the additional 1,800 feet of frontage is in need of upgrading.

**Figure 7: Street Conditions**



Source: Hall County Assessor's Office, Marvin Planning Consultants 2021

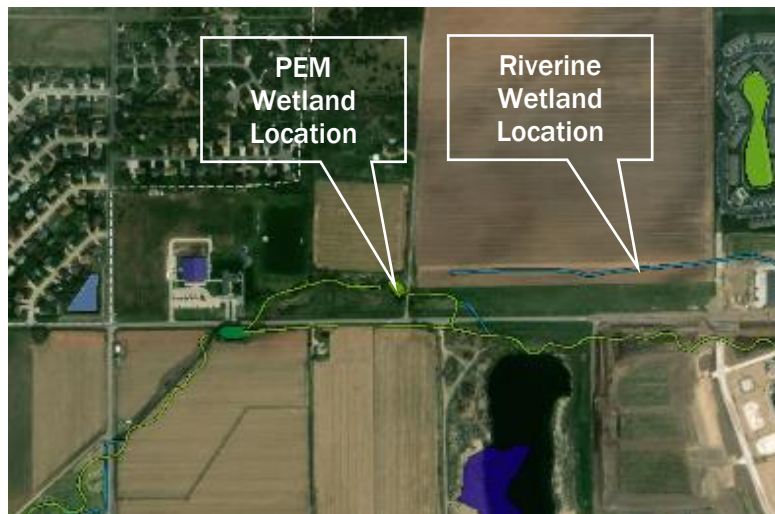


***Insanitary and Unsafe Conditions***

Along Husker Highway on the actual site is a drainage way which filters through a Palustrine Emergent Wetland (PEM). Within this wetland, there is a high probability that water sitting in the area may create Insanitary and Unsafe Conditions due to the water and the potential for breeding of mosquitoes and their ability to spread disease. The wetland is currently present and has been identified on the Wetland Mapper, therefore, this issue needs some level of mitigation which improves the overall safety of this body of water.

In addition, there is a small Riverine Wetland running along the south side of the study area.

**Figure 8: Insanitary and Unsafe Conditions**



Source: Wetlands Mapper (fws.gov), Marvin Planning Consultants 2021



**Groundwater Control Area**

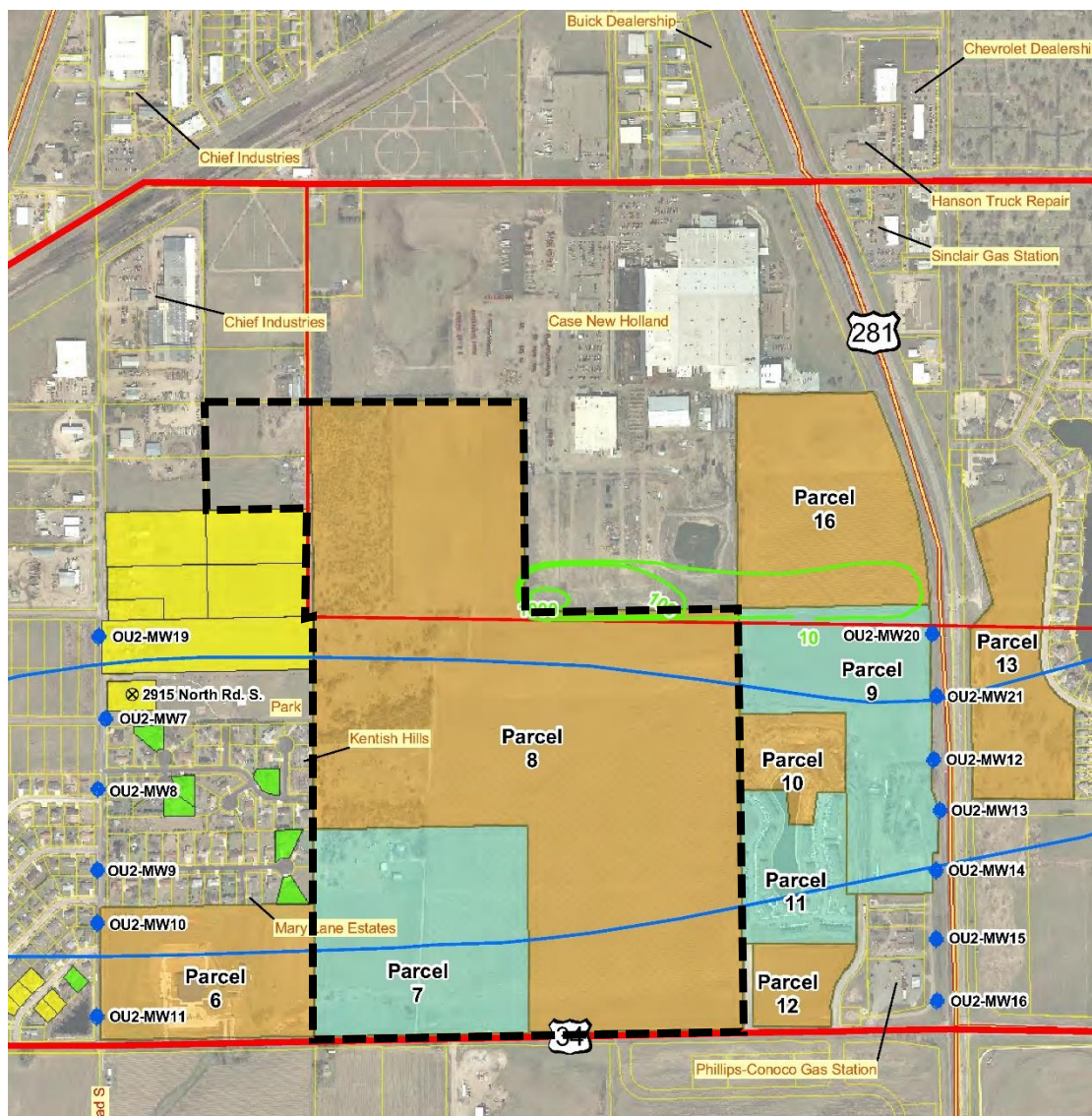
The study area sits in the middle of the Parkview Well Superfund Site dating to September 30, 2007. The site has two areas of groundwater contamination and associated source areas resulting from historical mismanagement of industrial solvents.

The Superfund Site has established remedies in place for the source and its associated Plumes. These remedies are established in order to minimize exposure by humans, especially the consumption of the water within this area.

This area has strict guidelines regarding future operations in the area including the drilling of new water wells with a design capacity of 50 gallons per minute or more; unless an individual party chooses to demonstrate through prescribed hydrological studies that such contamination is not present.

Figure 5 of the Parkview Well Superfund Site (Groundwater Control Area #3) indicates all of the proposed areas of this study are within the adopted boundaries of said Control Area #3. Figure 9 of this study contains a portion of said Figure from Groundwater Control Area #3.

**Figure 9: Groundwater Control Area #3 and Study Area**



Source: City of Grand Island

### 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 – 2021**

Number	Year	Age		Cumulative
2	1938	83	166	166
4	1952	69	276	442
1	1954	67	67	509
2	1957	64	128	637
<b>9</b>				<b>637</b>
				<b>70.8</b>

Source: Grand Island GIS Aerials, Hall County Assessor's and Marvin Planning Consultants 2021

### Age of Structure

Within the study area there are nine structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 9 (100.0%) unit was determined to be 40 years of age or older.

However, when examining the age based upon a cumulative approach, as in Table 1 the average age of the primary structures is equal to 70.8 years; thus, meeting the requirements of the statutes.

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

**Figure 10: Age of Structures**





### **Blighting Summary**

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

- **Substantial number of deteriorating structures**
  - Within the study area 100.00% of the structures were deemed to be in a normal condition or worse.
  
- **Deterioration of site or other improvements**
  - Curb and gutter are missing over a majority of the frontage along Husker Highway.
  - The study area has what is considered rural section (ditches) and the drainage areas appear to be silting in.
  - A majority of the frontage of Husker Highway has average or poorer condition.
  - Sidewalks are missing within the entire study area.
  
- **Insanitary and Unsafe Conditions**
  - There is a Palustrine Emergent Wetland located in the study area. Standing water could create a sanitary and safety issue with mosquitoes.
  - There is also a Riverine Wetland on the south side which could create similar issues to the Palustrine Emergent Wetland.

### **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.**
  - 9 (100.00%) buildings or improvements were determined to be 40 years of age or older.
  - 0 ( 0.00%) buildings or improvements were determined to be less than 40 years of age.
  - The average age based upon a cumulative age calculation is 70.8 years.

**The other criteria for Blight were not present in the area, these included:**

- Diversity of Ownership
- Factors Which Are Impairing And/or Arresting Sound Growth
- Dangerous conditions to life or property due to fire or other causes
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

## Substandard Conditions

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

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

**TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD – 2021**

Number	Year	Age		Cumulative
2	1938	83	166	166
4	1952	69	276	442
1	1954	67	67	509
2	1957	64	128	637
<b>9</b>				<b>637</b>
				<b>70.8</b>

Source: Grand Island GIS Aerials, Hall County Assessor's and Marvin Planning Consultants 2021

### Age of Structure

Within the study area there are nine structures. After researching the structural age on the Hall County Assessor's website, the following breakdown was determined:

- 9 (100.0%) unit was determined to be 40 years of age or older.

However, when examining the age based upon a cumulative approach, as in Table 1 the average age of the primary structures is equal to 70.8 years; thus, meeting the requirements of the statutes.

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

**Figure 11: Age of Structures**



### **Substandard Summary**

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

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

### **FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #33**

Blight Study Area #33 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- **Substantial number of deteriorated or deteriorating structures.**
- **Condition of Structures**
- **Insanitary and Unsafe Conditions**
- **Average age of the residential or commercial units in the area is at least 40 years.**

#### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years.**

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Grand Island City Council at its June 8, 2021 meeting, referred the **Blight and Substandard Study for CRA Area 33, commissioned by Innate Development LLC** to the Hall County Regional Planning Commission, (the "Commission") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

WHEREAS, the Commission held a public hearing regarding said Blight and Substandard Study at their meeting on July 7, 2021, and:

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

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,

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

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

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

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

**DATED:** July 7, 2021

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: Leslie E. Ruge  
Secretary

By:  
Chair





# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item E-4

### **Public Hearing on 2021-2022 Community Development Block Grant Annual Action Plan**

*Council action will take place under Consent Agenda item G-19.*

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting:** July 27, 2021

**Subject:** Public Hearing on the 2021 Annual Action Plan for CDBG Activities

**Presenter(s):** Amber Alvidrez, Community Development Administrator

## **Background**

A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, and the Annual Action Plan. The Consolidated Plan represents the City's goals for CDBG funding in broad scope, it identifies the areas and focus of CDBG priorities.

The City has a 5-year Consolidated Plan which is currently in place and covers the time period of 2019-2023. The Three Priorities outlined in the Consolidated Plan are as follows in order of identified importance:

- Increase Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations

The Annual Action Plan breaks down the priorities and lists specific dollar amounts and which projects will be funded in the assigned year. A separate Annual Action Plan is prepared for each Fiscal Year. The public hearing today is to discuss the planned programs for the 2021-2022 Annual Action Plan.

## **Discussion**

Projects being considered for the 2021-2022 Annual Action Plan are outlined in the Power Point presentation and are below:

- \$61,242- Program Administration
- \$42,984- YMCA's Closing the Educational Gap
- \$100,000- Downtown Business Improvement District Railside's Small Business Rental Assistance

- \$200,000- Grand Island Public Schools- Academy of Medical Sciences

Total \$404,226.00

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council accept the 2021 Annual Action Plan for CDBG Activities.

### **Sample Motion**

Move to accept the 2021 Annual Action Plan for CDBG Activities.

# Community Development Block Grant 2021 Annual Action Plan



## **Review of Priority Needs**

### 2019-2023 Consolidated Plan Goals

- Increase Quality & Affordable Housing
- Cultivate Small & Emerging Businesses
- Support Public Services for neighborhoods and vulnerable populations

# Projects to Receive Funding

The 2021-2022 Annual CDBG allocation has a total of \$427,392.00 which will fund the following projects:

- ☛ \$61,242- Program administration-
  - ☛ Costs the city incurs to run CDBG program
- ☛ \$42,984- YMCA Closing Educational Gap
  - ☛ Allow families who are low to moderate income better access to quality childcare and preschool services at the YMCA Childcare Center
- ☛ \$100,000- Railside BID Small Business Rental assistance
  - ☛ Provide small businesses aid in opening or relocating to downtown GI in vacant buildings to eliminate blighted areas within our community

# Projects to Receive Funding

- **\$200,000- Grand Island Public School Academy of Medical Sciences**
  - GIPS, Central Community College and CHI St. Francis Hospital will partner to renovate the 8<sup>th</sup> floor of the hospital to provide students with the opportunity to receive vocational education and training that leads to a career in the health field.
  - CDBG funding has been matched by \$3,978,000 of already raised funds.
  - CHI St. Francis hospital will be donating approx. \$317,536 annual by waiving the cost of rent for the use of facilities.

**TOTAL: \$404,226.00**

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The 2021 Annual Action Plan is a document which works within and coordinates with the 2019-2023 Consolidated Plan. These documents provide the United States Department of Housing and Urban Development (HUD) with information on the City of Grand Island's intended use of funds which have been awarded to the City through HUD's Community Development Block Grant (CDBG) program. The City allocates the annual funding from these programs to public, private or non-profit parties consistent with HUD program goals and requirements. CDBG program objectives include providing decent housing, creating suitable living environments, and expanding economic opportunities. Through a review of housing market, community development, homeless needs, and economic development data and an evaluation of past performance in the City's HUD funded programs, the City has developed the following priority needs for the use of these funds:

- Increase and Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations

The City of Grand Island's Consolidated Plan follows requirements of the U.S. Department of Housing and Urban Development (HUD), and uses HUD's format and data tables required for the plans. Grand Island's Consolidated Plan is implemented and updated through Annual Action Plans and Consolidated Annual Performance Evaluation Reports (CAPER). The Action Plans establish the priority for projects and funding for the upcoming year. The CAPER report details the results of funded projects during the individual project years.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Annual Action Plan defines the one-year activities in relationship to the five- year goals of the Consolidated Plan Covering 2019-2023. Below is a brief description of the anticipated outcomes in response to each proposed Consolidated Plan goal.

1. Increase Quality and Affordable Housing Options
  - a. At this time no new housing programs have been funded as a part of the 2021 annual action plan. The City has housing programs that are currently still in progress from previous years such as the Housing Improvement Partnership’s Housing Rehab program that is being implemented by the Habitat for Humanity. The previously stated programs anticipate the rehab of 4-10 homes within the community.
2. Cultivate Small and Emerging Businesses
  - a. Railside Small Business Rental Assistance will provide new or small business aid in the form of rental assistance, if occupying a space in the blighted and substandard area number one within the City of Grand Island. The anticipated outcome of this project is that 8-10 quality business candidates will be recruited/supported while starting or expanding a new business in the down town area of Grand Island. The candidates go through a rigorous application process that involves, aid that is free of charge to create extensive business plans and pro forma in order to educate owners to aid in successful small businesses from the UNO business office located in Grand Island.
3. Support Public Services for Neighborhoods and Vulnerable populations.
  - a. The local Young Men’s Christian Association (YMCA) of Grand Island has been allocated funds to implement a daycare scholarship program for low to moderate income families within the City of Grand Island. The goal of the program will be to aid families in Grand Island by providing access to affordable daycare.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of the past performance that helped the City of Grand Island in determining its project/activities for the 2021 program year. A more detailed evaluation of past performance is documented in the City’s 2019 and 2020 Consolidated Annual performance and Evaluation Review (CAPER).

Below are the accomplishments that were allocated funds from previous years but had accomplishments throughout the 2019 program year.

- Railside Downtown Business Improvement District's Small business Rental Assistance program was able to utilize CDBG funds to aid 1 small business to open doors or expand in the down town area of Grand Island throughout the 2019 program year totaling 11 since funds were allocated in 2016.
- Hope Harbor a local Women's Shelter partnered with more than 30 other agencies to implement Project Connect. Project Connect is a daylong event where homeless and near homeless can receive much needed medical, dental, and social services at little to no cost. The event served a total of 202 households, resulting in 514 individuals receiving services.
- Heartland United Way was able to implement two COVID-19 related programs an emergency payment program and Protect GI to offer Sanitization items to those in need. From January 1, 2021 to March 31, 2021 the Heartland United way was able to assist 17 households with the use of Emergency assistance program and the Protect GI was able to assist 9,146 individuals by providing items such as hand sanitizers, Sanitizer dispensers on stands, sanitizing wipes, disposable masks, reusable masks and printed health and safety resources.
- Central Nebraska Community Action Partnership also was allocated funds for emergency payment program and was able to assist 49 clients from December 1, 2020- April 30, 2021. Funds were used to assist residents with rent arrears, past due mortgage payments, utility payments and past due utility payments.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Grand Island's CPP sets forth the policies and procedures for:

- Giving citizens timely notice and access to local meeting and information relating the city's proposed use of federal funds.
- Conducting public hearings meetings,
- Addressing the needs of non-English speaking residents
- Responding to citizen complaints and grievances,
- Encouraging citizen participation among the City's low to moderate income persons and households.

The City of Grand Island's most recent version of the Citizen Participation Plan was formally adopted and approved by the City Council on May 26, 2020.

Citizens are encouraged to participate in the planning process through public meetings and hearing held before the submission of the 2021 Annual Action Plan.

Citizen participation activities:

- January 15-March 15, 2021- Community development Division accepted applications for Funding.
- April 28, 2021- Public meeting- applicant's presented their proposals and were available to answer questions, committee also made funding recommendations to present to City Council within the 2020 Annual Action Plan.
- May 6, 2021- Public Meeting was held- Entitlement Stakeholders committee discussion project proposals and potential funding amounts.
- June 6, 2021 Public Meeting- Entitlement Stakeholders committee discussion project proposals and potential funding amounts.
- June 25-July 27, 2021 30 day public comment- City's Community Development Division will accept comments from the general public.
- July 27, 2021- Public hearing and City Council approval of the 2021 Annual Action Plan.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

**7. Summary**

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Community development Administrator	Amber Alvidrez	Community Development Division

**Table 1 – Responsible Agencies**

**Narrative (optional)**

**Consolidated Plan Public Contact Information**

Amber Alvidrez

Community Development Administrator

City of Grand Island

100 East First Street

Grand Island, NE 68802-1968

308-385-5444 ext. 212

Ambera@grand-island.com



## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City of Grand Island adopted a Citizen Participation Plan to ensure consistent outreach efforts within the community and utilizes the plan during the development of the 2021 Annual Action Plan. The City coordinated with local non-profits, housing providers, private developers and local employers while developing the 2019-2023 Consolidated plan goals and develops programs that will help meet the goals identified in the consolidated plan. The City of Grand Island has a unique committee that acts as the review board and makes recommendation to City Council for funding allocations, this committee is known as the Entitlement Stakeholders and is comprised of representation from the 5 local organizations listed below and 2 members from City administration/ City Council:

- Grand Island Area Economic Development Corporation
- Grow Grand Island
- Grand Island Area Chamber of Commerce
- Community Redevelopment Authority
- Hall County Housing Authority
- City Administration
- City Council

By using the representation of these organizations the City is able obtain a diverse set of views to help meet the community needs while planning the Annual Action Plan. All meetings of the Entitlement Stakeholders committee follow the Nebraska open Meetings Act allowing for citizen participation.

The City of Grand Island's Regional Planning department does have a Hazard mitigation plan that is updated every 5 years. The purpose of this plan is to produce a program of activities that will best tackle Hall County's hazard and flood problems and meet other, community-specific needs. Another item that analyzes Hazard mitigation is the Hall County's Local Emergency Planning Committee (LEPC) which is committed to improve the public's awareness of possible chemical hazards located in Hall County, and to ensure the proper resources and planning regarding the safety of our communities.

The City of Grand Island has recognized the issues surrounding the availability of broadband in our community. While there are multiple internet service providers within Grand Island that offer high speed internet in the form of Cable and DSL some households may not be served

due to a variety of different issues. Although it can be presumed that household income is one of the main issues, at this time there is no one entity in the City who has documented information on the amount of low income households that do or do not have internet services within their home. The City of Grand Island, Public Library and Public Schools all are working towards making sure low income families have access to broadband. The Public Schools within Grand Island currently supplies Ipad tablets to all students that are enrolled in the 6<sup>th</sup> grade or higher, each tablet has the possibility to link to other wireless connection networks and allows for the students to use the tablet in other locations outside of school. The Public schools does offer a program for severely low income families and currently provides internet connect for around 50 households in Grand Island. If a family does not have internet connection within their home they may visit one of the many restaurants, shopping areas and/or the local Library. The Grand Island Public Library currently offers free wireless internet to any resident of Grand Island when they visit the Library. The Library is currently working on starting a new program that will include mobile libraries with books and internet that can be set out in different neighborhoods within the community that are in need. The City is always on the lookout for ways that may help narrow the digital divide with the use of CDBG funds as well as utilizing other funding sources as well.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

Throughout the process of developing the Annual Action Plans, the City provides opportunities for the public to give input and feedback at public meetings and through public comment periods. There is a representative at every public meeting from the Hall County Housing Authority and other non-profit agencies are invited to join. By having the Entitlement Stakeholders Committee the City is able to have a coordinated approach when developing the Annual Action Plan and to ensure that available resources are fully utilized and leveraged.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Community Development Division staff participates with the area’s service providers to enhance the community’s comprehensive Continuum of Care system to end homelessness and meet the needs of vulnerable populations within the City. This dynamic partnership includes

collaborative efforts of a variety of community groups, government agencies and a coalition of more than 40 public service providers.

Additionally, the City of Grand Island enhances coordination of public, private, and non-housing providers, human service agencies, and social service providers through the following actions:

- Continues to work closely with the Hall County Housing Authority in addressing low-income housing needs
- Prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services through the creation of the Housing Improvement Partnership.
- Participating in coordinated efforts for services assisting low-income, at-risk, and homeless individuals and families.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Grand Island does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

The City of Grand Island does not directly receive ESG funds.

**Table 2 – Agencies, groups, organizations who participated**  
**Table 3 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Hall County Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2021 Annual Action plan preparation process.
2	<b>Agency/Group/Organization</b>	Hall County Regional Planning Commission
	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2021 Annual Action plan preparation process.
3	<b>Agency/Group/Organization</b>	Grand Island Chamber of Commerce
	<b>Agency/Group/Organization Type</b>	Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2021 Annual Action plan preparation process.
4	<b>Agency/Group/Organization</b>	Grand Island Area Economic Development Corporation
	<b>Agency/Group/Organization Type</b>	Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2021 Annual Action plan preparation process.

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agencies were intentionally omitted.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		<p>The Region 2 CoC has completed its 2019 Point-in-Time survey in January 2019. A total of 72 persons making up 60 households were identified as homeless. Of these individuals, 55 people were over the age of 24, 6 people were between the ages of 18-24 and 11 people were under the age of 18. At this time</p> <p>The local CoC which meets monthly to have a coordinated outreach approach for services identifies homelessness, rapid rehousing and homelessness prevention as a priority of the group. The attending service providers help strengthen the Continuum of Care strategy.</p>

**Table 4 – Other local / regional / federal planning efforts**

**Narrative (optional)**

Point In time tables from University of Nebraska-Lincoln, Center on Children, Families and the Law are attached at the end of the document labeled as **Attachment I** for viewing.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Grand Island’s existing Citizen Participation Plan was reviewed and utilized during the creation of the 2021 Annual Action Plan. A draft Annual Action Plan was made available for review before being adopted by the City of Grand Island and subsequently being submitted to HUD.

Opportunities for citizen involvement occur in the initial stages of developing the Annual Action Plan as well as during the implementation of activities. All meetings of the Entitlement Stakeholders Committee must following the Nebraska Open Meetings Act, and welcomes members from the community to participate in meetings where plans are discussed.

The opportunities include:

- Participation in public hearings to discuss needs, available funds and project/program activities
- Participation in meetings with committees and focus groups involved in planning housing and community development activities
- Review and comment on proposed plans and activities such as:
  - The Fair Housing Plan- Analysis of Impediments and Housing Study
  - The Citizen Participation Plan
  - The Consolidated Plan
  - The Annual Action Plan
  - Consolidated Annual Performance and Evaluation Report(CAPER)



**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	4/28/2021 Public Meeting- applicants presented the proposals to the Entitlement stakeholders. Committee discussion funding recommendations for 2021 AAP.	No comments were submitted	No comments were submitted	N/A
2	Public Meeting	Non-targeted/broad community	5/6/2021 Public Meeting- Entitlement stakeholders. Committee discussion funding recommendations for 2021 AAP.	No comments were submitted	No comments were submitted	N/A
4	Public Meeting	Non-targeted/broad community	6/10/2021 Public Meeting- Entitlement stakeholders. Committee discussion funding recommendations for 2021 AAP.	No comments were submitted	No comments were submitted	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Comment	Non-targeted/broad community	June 25-July 27 : 30 day public comment period, Community development division will accept comments from general public on the 2021 Annual Action Plan			
7	Public Hearing	Non-targeted/broad community	7/27/2021 public hearing at regularly scheduled City Council meeting and City Council Approval of Plan for submittal to HUD			

**Table 5 – Citizen Participation Outreach**

Citizen Participation Summary, Notices, Entitlement Stakeholder’s Committee meeting agendas and minutes as well as City Council agenda are attached at the end of the document and labeled as **attachment II**, for viewing.

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Grand Island’s CDBG allocation for FY 2021 is \$404,226.00. The City proposes the use of the funds, be used for Public facilities, economic development activities, public services and program administration. Throughout the 2019 program year the City of Grand Island restructured our current Revolving Loan Fund to allow financial aid to local small businesses in smaller funding awards with a commitment to repay 50% of awarded funds back to the Revolving Loan Fund. This was meant to help local small businesses within Grand Island overcome hardships due to COVID 19. Due to this, the businesses who were awarded funds will be making payments back to the City of Grand Island, the City estimates around \$50,000 will be replaced back into the Revolving Loan Fund throughout the program year.

At this point and time, the City of Grand Island is not receiving HOME funds or ESG funds.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<b>CBDG</b>	<b>Public-federal</b>	Acquisition Admin and Planning Economic Development Public Improvements Public Services	404,226	50,000				Funds being returned to the Revolving Loan fund are a part of an economic development program but have not been committed to a specific for profit-agency.

**Table 6 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

At this time the City of Grand Island does not require a local match from sub grantees although the City plans on using funds, whenever possible, to assist community groups and organizations in leveraging resources. This means the City will consider projects a priority if the CDBG funds will be used as a leverage to further secure additional funding to conduct a project on a scale much larger than would have been possible with CDBG funds alone.

The City has proposed an award of \$200,000 from the 2021 CDBG funds to the Grand Island Public school district (GIPS), GIPS will be using CDBG and other leveraged funds to create the academy of medical services on the 8<sup>th</sup> floor of the CHI St. Francis Hospital, the project's construction total is 6,409,536. The \$200,000 will be matched by \$3,978,000 of already raised funds by Grand Island Public Schools Foundation to implement the program. CHI St. Francis will be donating \$317,536 annual so that the program does not have to pay rent for the Academy space. Below are the amounts that have been committed or award by other grant or private donors.

1,750,000- Federal Economic Development Administration CARES Act Grant

\$1,161,000- Grand Island Public Schools

\$250,000- Central Community College

\$500,000- JBS USA

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The Community Redevelopment Authority (CRA) currently owns a single property in the City of Grand Island. The CRA is an entity that operates separate from the City, but it is managed by Chad Nabity, the Regional Planning Director for the City of Grand Island. This property could be used in future development to help fulfill the goals expressed in the consolidated plan. It is, however located on a prominent corner at one of the City entrances and is likely to be developed for commercial purposes.

The City of Grand Island has a long term plan for upgrading all public sidewalks in the City for ADA Accessibility. These improvements will occur with the publicly owned right-of-way. These activities specifically support our goal to “Support Public Services for vulnerable population”.

**Discussion**

No further discussion necessary.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Preserve Affordable Housing	2019	2023	Affordable Housing	N/A	N/A	0	No housing programs were funded with the use of the 2021 Annual Action funds.
2	Cultivate Small and Emerging Businesses	2019	2023	Non-Housing Community Development	Blight and Substandard Area #1	Eliminate Slum and Blight	100,000	Economic development activities: minimum of 8 small businesses assisted
3	Support Public Services for Vulnerable Population	2019	2023	Non-Housing Community Development  Special needs populations	City of Grand Island  Census tract: 00100 block group 1	Benefit LMI	42,984	Public service activities other than Low/Moderate Income Housing Benefit: 52
4	Renovation	2019	2023	Non-housing Community Development	City of Grand Island	LMI Benefit	200,000	Low/moderate income persons benefited  1,000
5	Program Administration	2019	2023				36,000	Other

**Table 7 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Increase and Preserve Affordable Housing
	<b>Goal Description</b>	
2	<b>Goal Name</b>	Cultivate Small and Emerging Businesses
	<b>Goal Description</b>	
3	<b>Goal Name</b>	Support Public Services for vulnerable population
	<b>Goal Description</b>	

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City of Grand Island Identified program year 2021 Annual Action Plan projects below.

#### Projects

#	Project Name
1	<a href="#">Program Administration</a>
2	<a href="#">Grand Island Public Schools Academy of Medical Sciences</a>
3	<a href="#">YMCA- Closing the Educational Gap</a>
4	<a href="#">Railside Small Business Rental Assistance Program</a>

**Table 8 - Project Information**

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Grand Island continues to select projects that not only continue to make progress towards goals that were stated in the 2019-2023 Consolidated Plan, but also projects that will have an sustainable impact on the City while moving forward with the growth of the population.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Program Admin
	<b>Target Area</b>	City of Grand Island
	<b>Goals Supported</b>	Increase and Preserve Affordable Housing Provide Supportive Services for At-Risk & Homeless Revitalize Neighborhoods & Districts Program Administration
	<b>Needs Addressed</b>	Increase Quality & Affordable Housing Options Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods Improve Public Facilities Create Re-Investment Opportunities in Downtown
	<b>Funding</b>	61,242
	<b>Description</b>	Project cost associated with managing CDBG grant funds
	<b>Target Date</b>	September 30, 2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	City of Grand Island
	<b>Planned Activities</b>	Program Administration
2	<b>Project Name</b>	Grand Island Public Schools – Academy of Medical Sciences



<b>Target Area</b>	City of Grand Island
<b>Goals Supported</b>	Provide Supportive Services for At-Risk & Homeless Revitalize Neighborhoods & Districts
<b>Needs Addressed</b>	Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods
<b>Funding</b>	\$200,000
<b>Description</b>	<p>GIPS and CHI St. Francis Hospital in partnership with Central Community College, will use funding to establish the Academy of Medical Sciences on the entire eighth floor of CHI Health St. Francis Hospital. This program will address an array of education, social, and workforce needs that impact quality of life and economic prosperity within our community that serves as a hub for health care services within Central Nebraska.</p> <p>The Renovation of the 8<sup>th</sup> floor of the CHI St. Francis Hospital will create a one-of-a-kind setting that provides students with the opportunity to receive vocational education and training, that leads to a career in the health care industry</p> <p>The newly renovated Space will include learning labs for each of the Academy's four pathway tracks, as well as classrooms, breakout rooms, storage and restrooms. The Academy of Medical Sciences attracts approximately 500 students per year and offers pathways in Emergency Services, Healthcare, Sports Medicine/therapy and Biomedical Sciences. These pathways are broad but provide entry into many occupations addressing student interest while aiding in helping fill much needed positions in the healthcare field within Grand Island.</p>
<b>Target Date</b>	September 30, 2036

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1,000 persons will benefit from this program.
	<b>Location Description</b>	Within the corporate City Limits of Grand Island, Nebraska.
	<b>Planned Activities</b>	Rehabilitation of the 8 <sup>th</sup> floor of the CHI St. Francis Medical Center to create space for the Academy of Medical Services
<b>3</b>	<b>Project Name</b>	YMCA- Closing the Educational Gap
	<b>Target Area</b>	City of Grand Island
	<b>Goals Supported</b>	Provide Supportive Services for At-Risk & Homeless Revitalize Neighborhoods & Districts
	<b>Needs Addressed</b>	Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods
	<b>Funding</b>	\$42,984
	<b>Description</b>	High-quality learning experiences in the preschool years are critical for a child. An achievement gap is noticeable even before children begin school. Those with less interaction with parents or adults care givers are at a disadvantage.  This program will reimburse the Y for the difference in cost between a participant who is private pay and a participant whose child care fees are paid through the Title XX program. The YMCA's goal is to help close the educational gap for the children of Grand Island.
	<b>Target Date</b>	September 30, 2023

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 52 persons will benefit from this program. 100% of children will be of Low to Moderate income persons.
	<b>Location Description</b>	This Project will benefit households within the corporate City Limits of Grand Island Nebraska.
	<b>Planned Activities</b>	This program will aid families in need with Daycare and Preschool costs.
4	<b>Project Name</b>	Railside Downtown Business Improvement District, Small Business Rental Assistance
	<b>Target Area</b>	Slum and Blight Area #1
	<b>Goals Supported</b>	Revitalize Neighborhoods & Districts
	<b>Needs Addressed</b>	Cultivate Small and Emerging Businesses
	<b>Funding</b>	\$100,000
	<b>Description</b>	The SBRA is an opportunity for the City of Grand island, Railside Business Improvement District, Property owners and new business owners to work together in a public-private partnership to foster business growth in downtown Grand Island. The program is administered by the Railside BID, the program was created to inspire entrepreneurship to bring specialty retail, restaurants, and other complimentary business that add to the growing business climate of downtown GI. The SBRA program will provide grant support in the form of rent abatement. The funding amount can be up to 80% of the rent for six (6) months. The program will be administered by the Downtown BID and its Economic Vitality Committee will review and approve all applications for financial assistance.
	<b>Target Date</b>	September 30, 2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The program is ultimately meeting the benefit of eliminating slum and blight, individual families will not be benefited directly rather 10 businesses will supported.
	<b>Location Description</b>	This activity will take place in the designated Slum and Blight area #1 within Grand Island.

<b>Planned Activities</b>	The planned activities will be considered Economic development activities within a slum and blight area.
---------------------------	--

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

As of now there is no data that shows there are census tracts in the City of Grand Island which display a minority concentration. Overall, the demographics of the census tracts which have a lower average income reflect similar demographics to the census tracts with a higher average income.

### Geographic Distribution

Target Area	Percentage of Funds
City of Grand Island	75%
Blight & Substandard Area #1	25%
Blight & Substandard Area #2	0
Blight & Substandard Area #4	0
Blight & Substandard Area #6	0
LMI Census Tracts	0

Table 9 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The City of Grand Island targets areas with 51% or more, of the residents are low to moderate income. Downtown Grand Island is located in the blight and substandard area #1, main new small businesses and entrepreneurs tend to start relocate or open in the vacancies in the downtown area. This allows for more rehabilitation and pedestrian traffic in the blight and substandard Area #1. The majority of the funds will go to programs that area not area specific but continue to meet the national objective of benefitting low to moderate income persons.

### Discussion

No further discussion needed.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Grand Island partners with the Hall County Housing Authority and several non-profit agencies to assist in projects designed to provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families.

The goals below are estimates based on the 2021 program year project proposals.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

**Table 11 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

The City of Grand Island did not fund any rehab, construction or demolition of Low to moderate income housing with the use of the 2021 CDBG funds. Although progress has been made with the Housing improvement Partnership which has been absorbed as a committee of the Grand Island Area Economic Development Corporation and has been renamed BUILD GI. BUILD GI and the GIAEDC were able to successfully secure Rural Workforce Housing Funds from the State of Nebraska, the goal of these funds is to assist area developers to revitalize, rehabilitate, and add to the current housing stock within the city of Grand Island. Although CDBG can be used to leverage these dollars the City continues to provide staff to work with the GIAEDC to be a part of the BUILD GI advisory Committee which will aid in the process of utilizing \$2 million of grant funding to be placed in housing stock within Grand Island to help achieve attainable housing.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Throughout the past the City of Grand Island and the Hall County Housing Authority have taken active steps in attempts to strengthen their capacity to work together and align resources. This includes but is not limited to, consultation efforts, forming Housing Partnerships together and Fair Housing tasks. The City of Grand Island sees the Hall County Housing Authority as a well-run and extremely important asset to the community. Although the CDBG funds do not directly benefit the HCHA, the City intends to format CDBG funding in a manner which would help alleviate some of the waiting list pressure by addressing the lack of affordable housing and Job opportunities that are currently hindering the HCHA clients. These steps are a direct result of the City working directly with the HCHA and gaining better insight on the steps we could be making to strengthen them.

### **Actions planned during the next year to address the needs to public housing**

Hall County Housing Authority officials were consulted during the formulation of this Annual Action Plan. The City's CDBG funds are not sub-awarded directly to the Hall County Housing Authority throughout this Annual Action Plan, but the City plans to use funds in ways to help create affordable quality housing options.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The local Continuum of Care is a large group of service providers within Grand Island who each offer unique services tailored to the individuals they serve. These services often are meant to be used for a short time to aid residents in areas such as Job Employment, educational help and help to special populations. When service providers are able to provide such services with the help of CDBG funding residents within the community of Grand Island are in a better position to be more involved in management and participate in homeownership

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Hall County Housing Authority is not designated as troubled.

**Discussion**

No further discussion necessary.





## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City is located within the Balance of State Continuum of Care. Each Continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. In addition the City has a smaller local Continuum of Care of Service providers within Grand Island that meets monthly in order to collaborate on cases.

Throughout the 2021 program year the City of Grand Island is not allocating funds directly to public services that will benefit homeless and near homeless persons although there are multiple programs that have previously been funded by CDBG funds that are still providing services and meeting the need of those who are homeless.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Nebraska Balance of state CoC which includes local homeless agencies, conducts annual surveys with a point in time count. These surveys are used by many non-profit service providers within the City to fulfill program requirements and needs. The City of Grand Island does not directly financially support all agencies within the CoC but provides support by participating in the monthly case coordination meetings, resulting in better services and for clients in need by teaming with multiple local service providers.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

There are a variety of Agencies within the City of Grand that provide housing options and case management assistance including those returning from mental and physical health institutions, domestic violence, veterans and homelessness. They provide the option of living independently or in a group settings. The Local Continuum of Care group is a good resource for case management as it meets monthly in order to collaborate services to best meet the needs of residents in Grand Island.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Homeless providers are focusing efforts on increasing the bed count for both emergency shelter and transitional housing programs. Funding for these efforts are limited and the City does not have the capability to fund all of the services providers. However with the use of the 2020 CDBG funds, Crossroads Mission was able to expand their facilities for both housing and classroom programming within Grand Island through the purchase several properties, Crossroads will be able to expand their personal Resilience Program to aid men from homelessness to independent living.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

There are a variety of service providers in the City of Grand Island that assist low income individuals and families. These providers coordinate to ensure that they are meeting the needs of the community to the best of their ability. One of the ways they coordinate is through the area's local Continuum of Care group. The group offers a chance for service providers to have a round table discussion about updates and changes in their organizations and a chance for them to seek assistance and advice if needed. Project Homeless Connect is a community event where these organizations collaborate to offer much needed services in one location on the same day to individuals and families in need.

#### **Discussion**

No further discussion necessary.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Grand Island partners with the Hall County Housing Authority and several non-profit agencies to assist in projects designed to provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Grand Island has taken actions in the past to remove negative effects of public policies in regard to the development of affordable housing including the change of subdivision regulations to allow for narrower streets and small lots sizes, thereby reducing the cost to the developer, which could in turn foster a reduction in cost to the potential homeowners.

In regard to the CBDG funds and future plans to remove or ameliorate barriers, the City of Grand Island has partnered with other local housing agencies to form the BUILD GI advisory Committee, this group works within the community to aid in the goal of obtaining affordable housing and has been able to secure local and grant funding to aid in adding and revitalizing housing stock in Grand Island.

### **Discussion:**

No further discussion necessary

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City of Grand Island has multiple strategies to meet the needs of the community. CDBG funds are a small, yet primary funding component to assist in meeting most of these needs.

### **Actions planned to address obstacles to meeting underserved needs**

The allocation of funding in the 2021 Annual Action Plan aims to provide the community's special needs population, including handicapped, low income and elderly access to services utilized by the general at large. Projects will help provide a suitable living environment by making services accessible to needy individuals.

### **Actions planned to foster and maintain affordable housing**

### **Actions planned to reduce lead-based paint hazards**

The City of Grand Island has funded multiple housing programs including down payment assistance and owner occupied rehabilitation programs; all of which require a lead based paint inspection on all homes built prior 1978. Homes that were built prior to 1978 are presumed or tested to have lead-based paint.

The City of Grand Island does not intend to directly operate any Rehabilitation efforts during the 2021 Annual Action Plan Period. For this reason, the Lead based paint guidelines which apply are those directly related to sub-recipients of CDBG funds. The following actions are included in the City's Community Development Policy and Procedures document:

“At a minimum, Sub-recipient is required to:

- a) Notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards;
- b) Paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made;
- c) Provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-approved equivalent;

d) Reduce lead hazards as required by the applicable subparts of Part 35 (full description of Part 35 is available in the Community Development Policy and Procedures, it states the varying levels of requirements, in relation to the level of financial assistance provided); and

e) Perform clearance testing, including dust testing, before re-occupancy after all but minimal (“de minimis”) amounts of paint disturbances.”

It should also be noted that the Community Development Policy and Procedures states that “Where regulations differ, Sub-recipients are held to the stricter of the standards.”

At this point and time, the City sees the implementation and enforcement of the above guidelines as actively attempting to reduce Lead Based Paint Hazards.

### **Actions planned to reduce the number of poverty-level families**

The City of Grand Island has formatted its CDBG allocation in a manner which intends to reduce the number of poverty-level families. This includes the support through improvements to Low and moderate income areas throughout the City of Grand Island.

It is the intent of the City to continue to support these programs in their efforts to address the poverty needs throughout the 2021 Program Year.

### **Actions planned to develop institutional structure**

The City of Grand Island’s Administration will continue to monitor the effectiveness and productivity of the Community Development Division and will add additional staff as the growth of the program allows, if needed.

The Continuum of Care, and subsequent members, are still operating within the Balance of State model for operations and funding purposes. While the City of Grand Island has moved over into Metropolitan status, which has included funding changes such as creating a Metropolitan Planning Agency and Entitlement funding.

The City only receives Entitlement CDBG funds as Metro based funding, while local non-profit

service providers are receiving funding and generating data on a Balance of State level for other federal funding, due to this it is difficult to develop an Institutional Structure meets all the needs of vulnerable populations within the community.

For this reason, the stated steps that the City of Grand Island will be taking are those which allow us to foster relationships and address low to moderate income populations, while working with the ultimate goal of executing our Annual Action Plan to the best of our ability.

While the Continuum of Care is a part of the Balance of State model, all funding priorities, projects, data and plans will reflect the goals of the entire state of Nebraska excluding Omaha and Lincoln for other funding sources such as CoC, ESG and HOME funds, making it quite difficult to develop an institutional structure which would be specific to Grand Island that incorporates the use of all.

### **Actions planned to enhance coordination between public and private housing and social services agencies**

The City of Grand Island will continue to work closely with the Continuum of Care to identify the needs of the social service agencies who work with the homeless and near homeless populations of Grand Island.

Additionally, the City of Grand Island plans to continue to work closely with the Hall County Housing Authority in many capacities to support public housing including extensive collaboration in implementation of the Affirmatively Furthering Fair Housing Program Guidelines.

Multiple housing agencies within the City of Grand Island have continued to partner through the BUILD GI (which is currently coordinated by the Grand Island Area Economic Development Corporation) The Hall County Housing Authority's Executive Director also serves on the Advisory board for BUILD GI. The anticipated collaborations over the next fiscal year between these agencies and the City's efforts through BUILD GI will most definitely strengthen the coordination and implementation capacity of all parties involved, especially related to the very prevalent need of creating additional and maintaining affordable housing.

### **Discussion:**

No further discussion necessary

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:







# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item F-1

**#9831 - Consideration of Approving Changes to Chapter 27 of the Grand Island City Code Relative to Procurement**

Staff Contact: Stacy Nonhof, Interim City Attorney

# Council Agenda Memo

**From:** Stacy R. Nonhof, Interim City Attorney  
**Meeting:** July 27, 2021  
**Subject:** Amend City Code Chapter 27 Purchasing  
**Presenter(s):** Stacy R. Nonhof, Interim City Attorney

## Background

Periodically it is a good idea to review City Code sections to make sure that they reflect the state of the law and purchasing power in today's world. The changes proposed to Chapter 27 regarding purchasing are the result of review by the City Attorney's Office and the Finance Department. Once a draft document was created, all department directors were given the chance to propose any changes or updates to Chapter 27.

## Discussion

The purpose of this ordinance is to update Chapter 27 of Grand Island City Code and bring it into compliance with State Statute. Some of the major changes to Chapter 27 are:

- 27-4 – The bidder claiming confidential or proprietary information must provide an explanation of that claim when making the claim.
- 27-7 – It updates the minimum amount of a contract that requires Council approval to \$30,000.00 and is in compliance with the amount set in state purchasing statutes. This is the amount that counties across Nebraska are statutorily required to use.
- 27-8 – Competitive Sealed Bidding will now need to be advertised for 15 days instead of 7. This will be the same duration as Requests for Proposals and Qualifications.
- 27-11 – Small Purchases will now be allowed up to the amount of \$10,000.00 without a requirement for quotations. Currently, the amount for goods is \$2500.00 and the amount for work requiring labor is \$7500.00 – this change makes it a uniform amount across the board without the distinction of labor being involved or not. Quotes will be required for purchases between \$10,000 but equal to or less than \$30,000.00. Anything over \$30,000 will require a public letting that is approved by Council. Municipal electric utility enlargements or improvements will require three quotes between the amounts of \$10,000 and \$120,000. This amount is set by State Statute.

- Council Member Haase asked about the total number of purchases that this would affect or would have affected. With the help of the Finance Department, the total of number of purchases per month and at what level has been broken down as follows:

	<0	1-2499	2500-4999	5000-7499	7500-9999	10,000-19,999	20,000-29,999	Over 30,000	2500-9,999	Total Purchases	Affected Percentage Purchases
<b>Jul-20</b>	126	1918	83	54	27	42	24	58	164	2332	7.03%
<b>Aug-20</b>	139	1652	83	37	23	37	17	57	143	2045	6.99%
<b>Sep-20</b>	91	1670	82	47	22	47	24	57	151	2040	7.40%
<b>Oct-20</b>	99	1901	83	48	26	37	19	60	157	2273	6.91%
<b>Nov-20</b>	104	1636	65	27	16	25	18	45	108	1936	5.58%
<b>Dec-20</b>	66	1468	76	37	21	28	17	60	134	1773	7.56%
<b>Jan-21</b>	110	1688	73	54	30	55	20	67	157	2097	7.49%
<b>Feb-21</b>	58	1728	48	43	25	39	11	39	116	1991	5.83%
<b>Mar-21</b>	77	1694	63	37	16	38	37	46	116	2008	5.78%
<b>Apr-21</b>	82	1758	65	41	20	47	22	50	126	2085	6.04%
<b>May-21</b>	85	1610	72	31	13	33	12	42	116	1898	6.11%
<b>Jun-21</b>	80	1651	62	38	25	33	22	55	125	1966	6.36%
<b>Jul-21</b>	54	1029	45	29	14	21	8	52	88	1252	7.03%

- 27-12 – Sole Source Procurement is updated to only be a valid sole source for a period of ten years. After ten years, the department will be required to re-solicit bids and present another Sole Source designation to the Council. Currently, there is no limit as to how long a vendor can be a sole source provider for certain replacement items.
- 27-13 – Emergency Procurements has been updated to reflect the language of State Statute.
- 27-32 – Performance and Payment Bonds – the amount has been updated to reflect the amount triggering the requirement under State Statute to contracts in the amount of \$10,000 or more for the erecting, furnishing, or repairing of any public building, bridge, roadway, or other public structure or improvement.
- 27-34 – Fiscal Responsibility has been changed to reflect a more realistic number requiring prior Council approval for a contract modification, change order, or contract price adjustment from \$300 to an amount of five percent or more than the original contract amount. Anything over 5% of the contract amount will require Council approval prior to the work being done. Any change orders under that amount can be authorized upon the recommendation of the engineer and approval of the department director. Those change orders will then be approved by Council at a later date. This will prevent delays in projects where changes are needed. Currently, any change over \$300 needs Council approval prior to the work being done. Many of these changes are time sensitive and a delay will ultimately cost more than the proposed change as the delay in the project costs the City time and extra money paid to the contractor for delays that can be prevented.

- 27-62 Business Travel has been removed to make a requirement for a travel policy manual that will be subject to approval by the Finance Director and City Administrator. All travel will be in compliance with that manual.

### **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 approval of the changes to Chapter 27 of City Code.

### **Sample Motion**

Move to approve Ordinance No. 9831.

ORDINANCE NO. 9831

An ordinance to amend Chapter 27 of Grand Island City Code; to amend Sections 27-3 thru 27-5, 27-7 thru 27-13, 27-32, 27-34, 27-35, and 27-60 thru 27-64; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 27-3 thru 27-5, 27-7 thru 27-13, 27-32, 27-34, 27-35, and 27-60 thru 27-64 of the Grand Island City Code is hereby amended to read as follows:

**§27-3. Definitions**

*Architect, Engineer and Land Surveying Services.* Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Nebraska.

*Blind Trust.* An independently managed trust in which the employee-beneficiary has no management rights and in which the employee beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

*Brand Name or Equal Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

*Brand Name Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers.

*Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

*Change Order.* ~~A written order signed and issued by the purchasing agent, directing the contractor to make changes which the "Changes" clause of the contract authorizes the purchasing agent to order without the consent of the contractor.~~ Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

*Contract Modification (bilateral change).* ~~Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.~~ A written order signed and issued by the purchasing agent, directing the contractor to make changes which the "Changes" clause of the contract authorizes the purchasing agent to order without the consent of the contractor.

Approved as to Form <sup>□</sup> _____ July 23, 2021                      □ City Attorney
--

Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the City and is not a matter of public knowledge or available to the public on request.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract. All types of City agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contractor. Any person having a contract with the City or a using agency thereof.

Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this chapter, and a fee or profit, if any.

Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Disadvantaged Business. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

Employee. An individual drawing a salary or wages from the City, whether elected or not; any noncompensated individual performing personal services for the City, or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any noncompensated individual serving as an elected official of the City.

Financial Interest. (a) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent; (b) ownership of 1% of any property or business; or (c) holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers, and sisters.

Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Person. Any business, individual, union, committee, club, other organization, or group of individuals.

Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public Agency. A public entity subject to or created by the City.

Qualified Products List. An approved list of supplies, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

Request for Proposals. A document, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term shall not include employment agreements or collective bargaining agreements.

Small Business. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of a requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Using Agency. Any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this chapter.

#### **§27-4. Public Access To Information**

Procurement information shall be a public record to the extent provided in Neb. R.R.S. §84-712 to §84-712.09, as amended, and shall be available to the public as provided in such statutes. Any material marked as confidential, proprietary and/or as a trade secret will only be withheld pursuant to these statutes if the bidder includes an explanation of why this information should be withheld.



**§27-5. Purchasing Agent**

~~There is hereby created an Office of the Purchasing Agent, headed by the Chief Purchasing Agent. The Chief Purchasing Agent shall be a person with demonstrated executive and organizational ability with knowledge of public procurement law and contracts.~~

The City Attorney, or their designee, shall perform the duties of Purchasing Agent ~~during any period that such office shall be vacant.~~ The Purchasing Agent may establish rules and procedures regarding purchases, purchase orders and use of City credit cards.

**§27-7. Delegation To Other Officials**

With the approval of the City Council and the Mayor, the Purchasing Agent may delegate authority to purchase certain supplies, services, or construction items to other City officials, if such delegation is deemed necessary for the effective procurement of those items. Procurement authority with respect to certain supplies, services, or construction may be delegated to other City officials by the Mayor with the approval of the City Council, when such delegation is deemed necessary for the effective procurement of these supplies, services, or construction. Procurement authority with respect to purchases of materials, supplies, equipment, services and professional services under §27-11 is delegated to the department directors. City Council approval shall be required for all contracts for the purchase of materials, supplies, equipment, services and professional services of more than \$30,000.00.

**§27-8. Competitive Sealed Bidding**

Conditions for Use. ~~All contracts of the City shall be awarded by competitive sealed bidding.~~ Except as otherwise provided in §27-9 (Competitive Sealed Proposals), §27-10 (Designated Professional Services), §27-11 (Small Purchases), §27-12 (Sole Source Procurement), §27-13 (Emergency Procurements), and §27-35 (Architects, Engineers, Surveyors) of this chapter, all contracts of the City shall be awarded by competitive sealed bidding.

Invitation for Bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement. Invitations for bids on public works contracts shall require a statement of compliance with fair labor standards as required by Neb. R.R.S. 73-102.

Public Notice. ~~Adequate~~ Public notice of the invitation for bids shall be given a ~~reasonable time~~, not less than ~~seven (7)~~ fifteen (15) calendar days prior to the date set forth therein for the opening of bids. Such notice must be posted on the City's website under the Business tab, specifically the bids and request for proposals sections. Such notice ~~may~~ shall also include publication in a newspaper of general circulation a ~~reasonable time~~ no less than fifteen (15) calendar days prior to bid opening. The public notice shall state the place, date, and time of bid opening.

Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with §27-4 (Public Access to Information).

Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the

requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (A) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (B) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, subject to the requirements of Neb. R.R.S. 73-101.01 for resident bidder preference. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the city treasurer, and such bid does not exceed such funds by more than five percent, the purchasing agent is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Negotiated adjustments shall be based upon eliminating independent deductive items specified in the invitation for bids or upon adjustments to unit prices or project prices.

~~——— Multi-Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.~~

Local Bidder Preference. In case of tied low bids, all other things being equal, preference shall be given in the following order:

- (A) To those bidders who manufacture their products within the limits of the City of Grand Island;
- (B) To those bidders who manufacture their products within the limits of the County of Hall;

- (C) To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island;
- (D) To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall;
- (E) To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the County of Hall;
- (F) To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside of the confines of the County of Hall;
- (G) To those bidders whose commodities are manufactured, mined, produced, or grown within the State of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received;
- (H) To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received.

**§27-9. Competitive Sealed Proposals**

Conditions for Use. When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method.

Request for Proposals. Proposals shall be solicited through a request for proposals.

Public Notice. ~~Adequate~~ Public notice of the request for proposals shall be given in the same manner as provided in §27-8 (Competitive Sealed Bidding); ~~provided, the minimum time shall be fifteen (15) calendar days.~~

Receipt of Proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal during the process of negotiation including meetings and interviews with any of the offerors. The register of proposals containing the name and address of the offerors shall be open for public inspection. All proposals shall be open for public inspection after the award of the contract.

Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.

Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

**§27-10. Designated Professional Services**

*Authority.* For the purpose of procuring the services of accountants, ~~elergy~~, physicians, lawyers, ~~or~~ dentists, as defined by the laws of the State of Nebraska, any using agency requiring such services may procure them on its own behalf, in accordance with the selection procedures specified in this section. A using agency procuring such services shall consult with the purchasing agent. ~~No contract for the services of legal counsel may be awarded without the approval of the city council.~~

*Selection Procedure:*

(A) *Conditions for Use.* Except as provided under §27-12 (Sole Source Procurement) or §27-13 (Emergency Procurements), the professional services designated in this section shall be procured in accordance with this section.

(B) *Statement of Qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. A using agency using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

(C) *Public Announcement and Form of Request for Proposals.* Adequate public notice of the need for such services shall be given by the using agency requiring the services through a request for proposals. Public notice of the request for proposals shall be given in the same manner as provided in §27-8 (Competitive Sealed Bidding). ~~Such notice may include publication in a newspaper of general circulation not less than seven (7) days prior to the final date for receipt of proposals.~~ The request for proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.

(D) *Discussions.* The head of a using agency procuring the required professional services or a designee of such officer may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

(E) *Award.* Award shall be made to the offeror determined in writing by the head of the using agency procuring the required professional services or a designee of such officer to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

**§27-11. Small Purchases**

*General.* The Purchasing Agent shall adopt operational procedures for making small purchases of materials, supplies, equipment, services or labor in the amount of \$10,000 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Purchases shall not be artificially divided so as to constitute a purchase by quotation or general purchase under this section.

~~*General.* Any contract not exceeding \$20,000, or in the case of utility power plant fuel contracts, any contract not exceeding \$40,000, or for the purchase of equipment used for such enlargement or improvement of the electric system, any contract not exceeding \$40,000, may be made in accordance with the purchase by quotation and small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a purchase by quotation or a small purchase under this section.~~

~~*Public Works General Improvement Projects.* In any contract not exceeding \$20,000 for enlargement or general improvements, such as water extensions, sewers, public heating systems, bridges, work on streets, or any other work or improvement when the cost of such enlargement or improvement is assessed to the property, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of businesses submitting quotations, and the date and amount of each quotation shall be recorded and maintained as a public record.~~

~~*Utility Power Plant Fuel Contracts.* In all purchases of utility power plant fuel not exceeding \$40,000 per contract, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.~~

~~*Municipal Electric Utility Enlargement or Improvement.* In any contract by the municipal electric utility for the enlargement or improvement of the electric system or for the purchase of equipment used for such enlargement or improvement, when said contract does not exceed \$40,000, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.~~

~~*Purchases by Quotation.* Insofar as it is practical for materials, supplies, equipment and services or labor purchases in excess of \$2,500 10,000 but equal to or less than \$30,000, and services and services/materials purchases in excess of \$7,500 10,000, no less than three (3) businesses shall be solicited to submit quotations. For contracts by the municipal electric utility for the enlargement or improvement of the electric system or for the purchase of equipment used for such enlargement or improvement, the amount for three (3) quotes shall be between \$10,000 and \$120,000. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Purchase requirements shall not be artificially divided so as to constitute a purchase by quotation or general purchase under this section.~~

~~*Small Purchases.* The purchasing agent shall adopt operational procedures for making small purchases of materials, supplies and equipment, in an amount of \$2,500 or less, and for making purchases of services and labor, including materials in an amount of \$7,500 10,000 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made.~~

**§27-12. Sole Source Procurement**

A contract may be awarded without competition when after advertising for bids the city council determines that there is only one source for the required supply, service, or construction. The purchasing agent shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification number of each contract file. Such sole source designation shall only be valid for ten (10) years. After ten (10) years, the using department shall resolicit bids for said item(s).

**§27-13. Emergency Procurements**

Notwithstanding any of the provisions of this chapter, the city council may as authorized by State Statutes make or authorize the Purchasing Agent or others to make emergency procurements of supplies, services, or construction when there exists a threat from infectious or contagious diseases, destructive windstorms, floods, snow, war, or an exigency or pressing necessity or unforeseen need calling for immediate action or remedy to prevent a serious loss of, or serious injury or damage to life, public health, welfare, or safety, endangering property, or cause disruption of public utility services; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. ~~As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.~~ A copy of the contract and department justification of the emergency shall be provided to the Purchasing Agent within three (3) business days after the contract approval. A copy of the justification shall be kept with the contract in the contract file.

**§27-32. Performance And Payment Bonds**

When Required; Amounts. When a ~~construction~~ contract is awarded in excess of \$2510,000, for the erecting, furnishing, or repairing of any public building, bridge, roadway, or other public structure or improvement, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:

- (A) A performance bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract; and
- (B) A payment bond satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

Reduction of Bond Amounts. After ten (10) days written notice to the Mayor and City Council, the purchasing agent is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made that it is in the best interests of the City to do so.

*Authority to Require Additional Bonds.* Nothing in this section shall be construed to limit the authority of the City to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in this section.

*Suits on Payment Bonds; Right to Institute.* Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this section, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

*Suits on Payment Bonds; Where and When Brought.* Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

#### **§27-34. Fiscal Responsibility**

Every contract modification, change order, or contract price adjustment ~~under a construction contract with the City in excess of \$300~~ in an amount less than five percent (5%) of the original contract amount may be approved by the department director and Purchasing Agent. Every contract modification, change order, or contract price adjustment in an amount of five percent (5%) or more than the original contract amount is shall be subject to prior written certification by the head of the department responsible for the project or the contract, or other official responsible for monitoring and reporting upon the status of the costs of the total project budget or contract budget, as to the effect of the contract modification, change order, or adjustment in contract price on the total project budget or the total contract budget. In the event that the certification discloses a resulting increase in the total project budget and/or the total contract budget, the purchasing agent shall not execute or make such contract modification, change order, or adjustment in contract price unless sufficient funds have been appropriated therefor, or the scope of the project or contract is adjusted so as to permit the degree of completion that is feasible within the total project budget and/or total contract budget as it existed prior to the contract modification, change order, or adjustment in contract price under consideration; provided, however, that with respect to the validity, as to the contractor, of any executed contract modification, change order, or adjustment in contract price which the contractor has reasonably relied upon, it shall be presumed that there has been compliance with the provisions of this section.

Notwithstanding the above, every contract modification, change order, or contract price adjustment in excess of \$10,000 more than 5% of the contract price shall require prior approval of the City Council unless the delay necessitated by such prior approval would: endanger public health, welfare, or safety; endanger property; cause or prolong disruption of public utility

service, or result in increased costs to the City. If prior council approval is not obtained, such approval shall be requested within thirty (30) days of approval by the department director.

**§27-35. Architects; Engineers; Surveyors**

*Public Announcement.* It is the policy of the City to announce publicly all requirements for architects, engineers, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of architect, engineer, and land surveying services, the purchasing agent shall request firms to submit a statement of qualifications and performance data.

*Selection Process.* A selection committee shall be appointed by the director of the department requesting such services. ~~composed of the purchasing agent, the director of public works and the head of a using agency in need of the architect, engineer, or land surveying services~~ The selection committee shall conduct discussions with no less than three firms regarding the proposed contract and the relative utility of alternative methods of approach for furnishing the required services and shall select from among them no less than three of the firms deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the selection committee.

*Negotiation.* The purchasing agent shall negotiate a contract with the firm considered to be the most qualified for architect, engineer, or land surveying services at compensation which the purchasing agent determines in writing to be fair and reasonable to the City. In making this decision, the purchasing agent shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the purchasing agent be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the purchasing agent determines to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The purchasing agent shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the purchasing agent shall formally terminate negotiations. The purchasing agent shall then undertake negotiations with the third most qualified firm. Should the purchasing agent be unable to negotiate a contract at a fair and reasonable price with any of the selected firms, the selection committee shall select additional firms in order of their competence and qualifications, and the purchasing agent shall continue negotiations in accordance with this section until an agreement is reached.

**§27-60. Authorized Expenditures**

The mayor and city council shall be authorized to approve the expenditure of funds in accordance with the Local Government Miscellaneous Expenditure Act, subject to the following:

(A) Authorized expenses may include:

- (i) Registration costs, tuition costs, fees, or charges;
- (ii) Mileage at the then current rate allowed by Neb. R.R.S. §81-1176, or actual travel expense if travel is by commercial or charter means. When travel mode is optional, the lower of the reimbursable cost is authorized; and
- (iii) Meals and incidental (M&I) expense at the then current rate of the applicable federal (GSA) per diem for M&I when searching for the specific Primary Destination; and
- (iv) When travel is a partial day as defined in the City's Travel Policy Manual, the federal per diem rate for meals will apply at the rate of 20% for breakfast, 30% for lunch and 50%



for supper. Departures must occur prior to 6:00 a.m. for breakfast and return must be after 8:00 p.m. for supper; and

(v) Lodging at a rate not exceeding the then current applicable federal per diem rate unless lodging is at a location hosting the function in which case the actual lodging rate is allowed but no additional transportation costs shall be paid for commuting during the lodging stay.

(B) Authorized expenditures shall not include expenditures for meals of city council members provided while attending a public meeting of the city council unless such meeting is a joint meeting with one or more other governing bodies.

(C) Authorized expenditures shall not include expenditures for any expenses incurred by a spouse of an elected or appointed official, employee, or volunteer unless the spouse is also an elected or appointed official, employee, or volunteer of the City.

**§27-61. Beverages; Service Recognition**

The expenditure of public funds is hereby authorized for the following purposes:

(A) Nonalcoholic beverages provided to individuals attending public meetings of the city council.

(B) Nonalcoholic beverages and meals:

(i) Provided for any individuals while performing or immediately after performing relief, assistance, or support activities in emergency situations, including but not limited to, tornado, severe storm, fire or accident;

(ii) Provided for any volunteers during or immediately following their participation in any activity approved by the city council, including but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal;

(iii) Provided at one recognition dinner each year held for elected and appointed officials, employees, or volunteers. The maximum cost per person for such dinner shall be nineteen dollars (\$19.00). The annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination.

(C) Upon retirement, plaques, certificates of achievement, or items of value (does not include gift cards) may be awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards or commissions, subject to the following dollar limit on value:

Volunteer Service	\$ <u>50.00</u>			
Board, Commission, Council Service	\$100.00			
Award Ceremony/Farewell Tribute Party	\$ <u>150.00</u>			
1 year employment	0.00	plus	service	pin
5 years employment	0.00	plus	service	pin/clip
10 years employment	50.00	plus	service	pin
15 years employment	75.00	plus	service	pin
20 years employment	100.00	plus	service	pin
25 years employment	125.00	plus	service	pin
30 years employment	150.00			
35 or more years employment	175.00			

**§27-62. Business Travel**

The following procedures shall be used for business travel:

**(A) Transportation Method**

- I. When travel is by air, advance ticketing by purchase order will be utilized whenever possible to obtain the lowest available coach fare.
- II. All refunds, travel coupons, and other promotions in connection with business travel shall be returned to the City.
- III. When ground travel is required, City vehicles shall be used whenever possible.

**(B) Lodging**

- I. Reimbursement for non-commercial lodging is not permitted.
- II. When personnel are accompanied by non-City personnel, only the costs attributed to the City personnel are reimbursable.

**(C) Expenses**

- I. The following expenses are reimbursable upon affidavit of expenditure and receipts are not required: parking fees; taxi and bus fares; and highway tolls.
- II. The following expenses are reimbursable upon submission of paid receipts:
  - (a) registration, tuition, and fees for official functions related to the travel;
  - (b) supplies or equipment required for travel or training;
  - (c) rental cars; and
  - (d) traveler's checks fees.
- III. The following expenses are not reimbursable:
  - (a) entertainment, including television rentals;
  - (b) personal expenses, e.g. hygiene items, magazines;
  - (c) travel insurance; and
  - (d) alcoholic beverages.

**(D) Travel Advances.** Travel advances are not authorized, except under special circumstances with written prior approval of the finance director. The use of credit cards and advance purchase order payment of lodging and transportation expenses are encouraged.

**(E) Expense Claims.** Personnel on authorized travel must submit expense claims to the Finance Department immediately upon return, but not later than four (4) work days after return to duty. All receipts, unexpended City funds and funds due the City, shall be returned at that time. All expenses (including prepaid expenses) shall be summarized and accounted for.

Travel for business shall be in accordance with the Travel Policy Manual as approved by the City Administrator and Finance Director.

**§27-63. Nebraska State Contract List**

City departments are not required to advertise for bids nor request quotes when purchasing items from the Nebraska State Contract list, as developed by the Nebraska Department of Administrative Services Materials Division, as all statutory bidding requirements have been met in approving this list.

**§27-64. Cooperative Purchasing Agreements**

City departments will be allowed to use local, state, national Cooperative Purchasing Agreements, or cooperative purchase agreements with governmental entities whose procurement policies and procedures meet or exceed those applicable to the City.

ORDINANCE NO. 9831 (Cont.)

The Chief Purchasing Agent shall review all agreements to determine that they meet statutory bidding requirements before approval by the City Council.

~~The City Council shall approve all said agreements prior to use.~~

Use of approved Cooperative Purchasing will preclude the requirement of advertising for bids or solicitation of quotes.

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

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

Enacted: \_\_\_\_\_.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item F-2

**#9839 - Consideration of Approving Conveyance of Property to the  
Nebraska Department of Veterans Affairs**

Staff Contact: Jerry Janulewicz

## Council Agenda Memo

**From:** Jerry Janulewicz, City Administrator

**Meeting:** July 27, 2021

**Subject:** Conveyance of Land for State Veterans Cemetery

**Presenter(s):** Jerry Janulewicz, City Administrator

### Background

During the 2020 session of the Nebraska Legislature, LB 911 was adopted and signed by the Governor. The bill provided in part that “the Director of Veterans' Affairs shall negotiate with the city of Grand Island to acquire an exclusive option for the transfer of title to the former Nebraska Veterans Memorial Cemetery in the city of Grand Island and land adjacent to the cemetery, as identified in the required program statement, owned by the city of Grand Island. After being granted funding assistance from the National Cemetery Administration, the director shall accept from the city of Grand Island, at no cost, title to the real estate described in this subdivision in order to establish a state cemetery for veterans.”

To obtain funding from the National Cemetery Administration the State of Nebraska must demonstrate that the City of Grand Island will convey to the state the existing cemetery and an additional lands upon the State’s receipt of a grant opportunity letter from the National Cemetery Administration. It is unknown when a grant opportunity letter will be issued as grant requests to establish a veterans cemetery or to expand an existing cemetery are based upon a ranking order and the amount of funds available. The proposed ordinance, if approved by council, would authorize the City’s mayor and city clerk to execute and deliver a deed to the surveyed tract to the State upon the City’s receipt of documentation of a grant opportunity letter issued to the State.

### Discussion

The attached survey description and drawing defines the tract to be transferred to the Nebraska Department of Veterans Affairs. Included within the area are utility easements and rights-of-way to be retained by the City. Arrangement will be made to preserve the ability to irrigate the agricultural lands retained by the city, either through easements or the installation of a new well, and protect the tenant’s rights in and to growing crops at the time of transfer to the state.

B 911 eliminated the requirement of public notice and remonstrance when making this conveyance for state veterans cemetery purposes. The bill also authorizes the city to convey the lands without consideration for the transfer.

### **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**

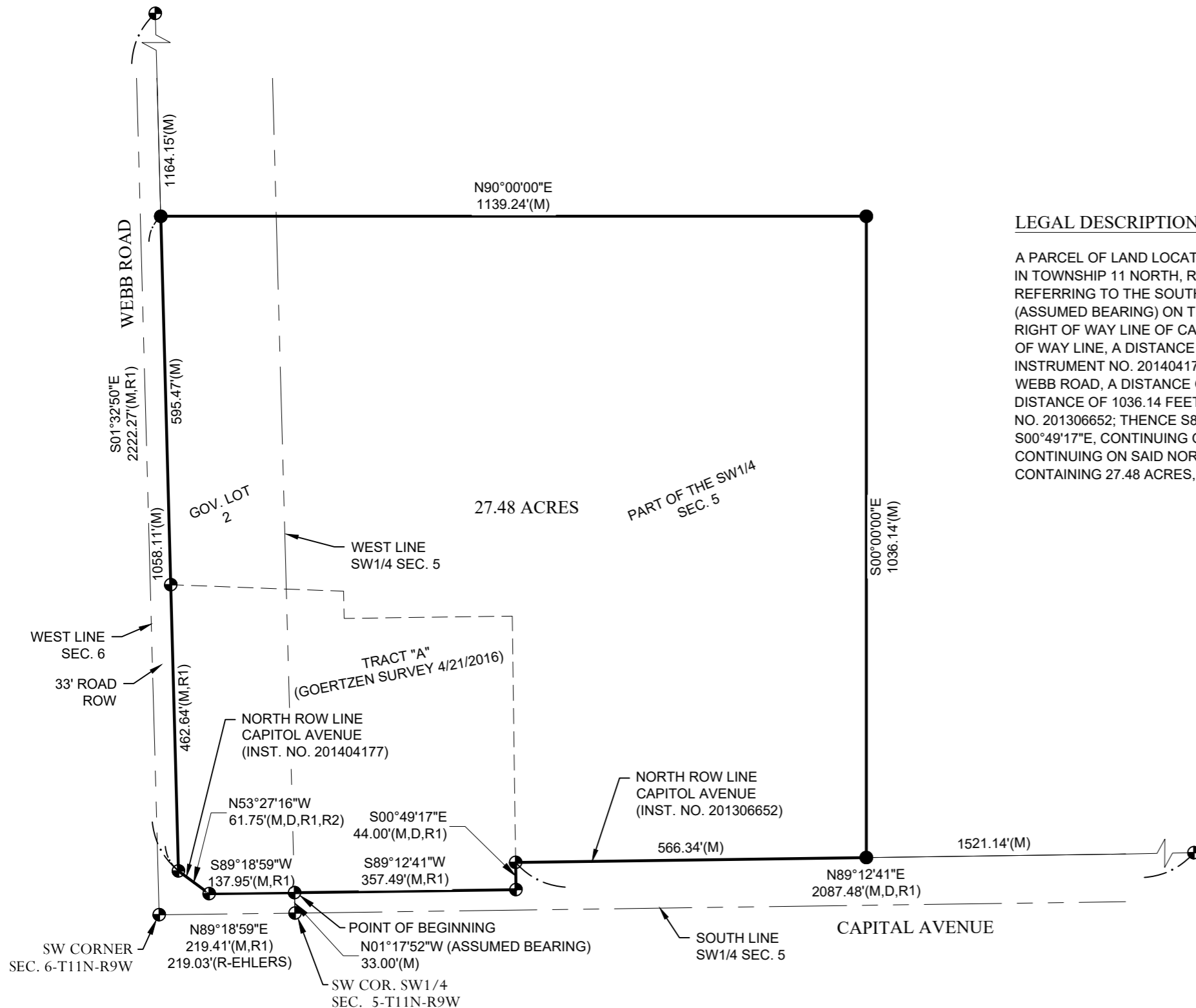
City Administration recommends the ordinance be adopted.

### **Sample Motion**

Move to approve the ordinance.

PT. GOV. LOT 2 OF SEC. 6  
 PT. SW1/4 OF SEC. 5  
 T11N-R9W OF THE SIXTH P.M.  
 HALL COUNTY, NEBRASKA

NEBRASKA VETERANS CEMETERY

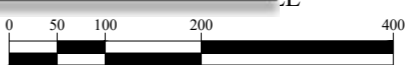
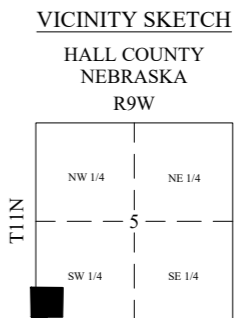


**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND THE SOUTHWEST QUARTER OF SECTION 5, ALL IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE N01°17'52"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITOL AVENUE AND THE POINT OF BEGINNING; THENCE S89°18'59"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 137.95 FEET; THENCE N53°27'16"W ON SAID NORTH RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NO. 201404177, A DISTANCE OF 61.75 FEET; THENCE N01°32'50"W, ON THE EAST RIGHT OF WAY LINE OF WEBB ROAD, A DISTANCE OF 1058.11 FEET; THENCE N90°00'00"E, A DISTANCE OF 1139.24 FEET; THENCE S00°00'00"E, A DISTANCE OF 1036.14 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITOL AVENUE AS DESCRIBED IN INSTRUMENT NO. 201306652; THENCE S89°12'41"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 566.34 FEET; THENCE S00°49'17"E, CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 44.00 FEET; THENCE S89°12'41"W CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 357.49 FEET TO THE POINT OF BEGINNING, CONTAINING 27.48 ACRES, MORE OR LESS.



- LEGEND**
- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - D DEEDED DISTANCE
  - G GOVERNMENT DISTANCE
  - M MEASURED DISTANCE
  - P PLATTED DISTANCE
  - R1 RECORDED DISTANCE-GOERTZEN 2016
  - R2 RECORDED DISTANCE-HURT 2014



NOTE: ALL BEARINGS ARE ASSUMED.

P:\Engineering\201498.00 - Nebraska Veterans Cemetery at Grand Island, Program Statement\Survey\Drawings\201498 PLAT.dwg, on 7/14/2021 7:37 AM.

PROJECT NO. 201498  
 DATE 7/14/2021  
 DRAWN BY AWH  
 FILE NAME 201498 PLAT.dwg  
 FIELD BOOK GRAND ISLAND 3  
 FIELD CREW AG  
 SURVEY FILE NO. 000000

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9839

An ordinance directing and authorizing the conveyance of real estate to the State of Nebraska, Department of Veterans Affairs; providing for a condition precedent to execution and delivery of a deed; providing the terms thereof; and providing the effective date hereof.

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

SECTION 1. The conveyance to State of Nebraska Department of Veterans' Affairs ("Grantee") of the following described tract located in the City of Grand Island, Hall County, Nebraska is hereby authorized and directed, to wit:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND THE SOUTHWEST QUARTER OF SECTION 5, ALL IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE N01°17'52"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE S89°18'59"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 137.95 FEET; THENCE N53°27'16"W ON

Approved as to Form    ☐ \_\_\_\_\_  
July 23, 2021            ☐ City Attorney



ORDINANCE NO. 9839 (Cont.)

SAID NORTH RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NO. 201404177, A DISTANCE OF 61.75 FEET; THENCE N01°32'50"W, ON THE EAST RIGHT OF WAY LINE OF WEBB ROAD, A DISTANCE OF 1058.11 FEET; THENCE N90°00'00"E, A DISTANCE OF 1139.24 FEET; THENCE S00°00'00"E, A DISTANCE OF 1036.14 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AS DESCRIBED IN INSTRUMENT NO. 201306652; THENCE S89°12'41"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 566.34 FEET; THENCE S00°49'17"E, CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 44.00 FEET; THENCE S89°12'41"W CONTINUING ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 357.49 FEET TO THE POINT OF BEGINNING, CONTAINING 27.48 ACRES, MORE OR LESS.

SECTION 2. City shall retain and reserve to the City all existing public utility easements and public rights-of-way.

SECTION 3. City shall reserve and retain non-exclusive easements over two strips fifty (50) feet wide for access, ingress, and egress, and to operate, maintain, repair, replace, and remove the irrigation wells, pumps, electrical connections, pipes and related irrigation equipment located on the west side and on the south side of the land described in Section 1, above, said easements to be used for the purpose of providing irrigation for and water to City's agricultural lands located in the south one-half of section 6 and the southwest quarter of section 5 all in Township 11 North, Range 9 West of the Sixth P.M., Hall County, Nebraska. Said easement shall lapse upon non-use by City and its assigns.

SECTION 4. Conveyance of the above-described lands shall be subject to the annual agricultural lease agreements existing at the time of conveyance.

SECTION 5. In consideration for this conveyance the Grantee shall establish, construct, maintain, administer, and operate upon the aforesaid lands a State Veterans Cemetery pursuant to the authority granted by Nebraska Revised Statute Sec. 12-1301(1)(b) (Laws 2020 LB911).

ORDINANCE NO. 9839 (Cont.)

SECTION 6. A condition precedent to the authority provided hereby to the City's Mayor and City Clerk shall be City's receipt of documentary evidence that the National Cemetery Administration issued to Grantee a grant opportunity letter to fund the establishment of a State Veterans Cemetery to be located upon the above-described lands.

SECTION 7. As provided by Nebraska Revised Statute Sec. 16-202(4) the conveyance authorized hereby shall not require publication of notice nor a public right of remonstrance petition objecting to the said conveyance.

SECTION 8. Upon City's receipt of documentary evidence that the National Cemetery Administration has issued to Grantee a grant opportunity letter to fund the establishment of a State Veterans Cemetery to be located upon the above-described lands, conveyance of said real estate is hereby authorized, directed, and confirmed and the mayor and city clerk shall make, execute, and deliver to the said State of Nebraska, Department of Veterans Affairs a deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the city council.

SECTION 9. This ordinance shall be in force and take effect from and after its passage and publication as provided by law.

Enacted: July 27, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-1

**Approving Minutes of July 13, 2021 City Council Regular Meeting**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 13, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 13, 2021. Notice of the meeting was given in *The Grand Island Independent* on July 7, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof 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.

PUBLIC HEARINGS:

Public Hearing on Request from Wine Beer & Spirits, LLC dba Wine Beer & Spirits, 1111 Allen Drive for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Wine Beer & Spirits, LLC dba Wine Beer & Spirits, 1111 Allen Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 14, 2021; notice to the general public of date, time, and place of hearing published on July 3, 2021; notice to the applicant of date, time, and place of hearing mailed on June 15, 2021. Staff recommended approval contingent upon final inspections. Beau Starkel, 15361 Orchard Avenue, Omaha, Nebraska was present to answer questions. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3321 West Schimmer Drive (Bosselman Energy, Inc.). Utilities Director Tim Luchsinger reported that a utility easement was needed at 3321 West Schimmer Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Bosselman Energy, Inc. had requested a new electrical service for their new Cardlock Fueling Station. The proposed easement would allow the Utilities Department to access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement in Prairie Commons Fourth Subdivision- 3490 Ewoldt Street (Tabitha Grand Island, Inc.). Public Works Director John Collins reported that acquisition of a drainage easement was needed to allow for proper location of the drainage easement in Prairie Commons Fourth Subdivision. It was requested that the initially dedicated drainage easement be vacated with acquisition of the appropriate location by the City of Grand Island. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9836 - Consideration of Vacation of Two Utility Easement Tracts at 803, 829 and 831 Bronze Road - Husker Storage

#9837 - Consideration of Vacation of Public Drainage Easement in Prairie Commons Fourth Subdivision; 3490 Ewoldt Street (Tabitha Grand Island, Inc.)

#9838 - Consideration of Vacation of Public Utility Easement in King’s Crossing Subdivision; 3416 S Locust Street (Bosselman Pump & Pantry, Inc.)

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

#9836 - Consideration of Vacation of Two Utility Easement Tracts at 803, 829 and 831 Bronze Road - Husker Storage

Utilities Director Tim Luchsinger reported that Husker Storage had requested the vacation of two (2) existing Ten (10.0) foot utility easement tracts platted on Lot Nine (9) and Lot Ten (10) of Westgate Industrial Park Second Subdivision. The property owner would like to continue building storage units on Lot 9 (803 Bronze Road) without having easement conflicts. The easements currently had no utilities residing in them. Staff recommended approval.

Motion by Stelk, second by Guzinski to approve Ordinance #9836.

City Clerk: Ordinance #9836 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9836 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9836 is declared to be lawfully adopted upon publication as required by law.

#9837 - Consideration of Vacation of Public Drainage Easement in Prairie Commons Fourth Subdivision; 3490 Ewoldt Street (Tabitha Grand Island, Inc.)

This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Guzinski, second by Stelk to approve Ordinance #9837.

City Clerk: Ordinance #9837 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9837 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9837 is declared to be lawfully adopted upon publication as required by law.

#9838 - Consideration of Vacation of Public Utility Easement in King's Crossing Subdivision; 3416 S Locust Street (Bosselman Pump & Pantry, Inc.)

Utilities Director Tim Luchsinger reported that Bosselman Pump & Pantry, Inc. had requested to vacate such dedicated easement to allow for development of the area. There was no utility currently or proposed within this easement that would be affected by the vacation. Staff recommended approval.

Motion by Scott, second by Fitzke to approve Ordinance #9838.

City Clerk: Ordinance #9838 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9838 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9838 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-16 (Resolution #2021-2021-169) was removed for further discussion. Motion by Paulick, second by Guzinski to approve the Consent Agenda excluding item G-16. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 22, 2021 City Council Regular Meeting.

#2021-155 - Approving Request from Wine Beer & Spirits, LLC dba Wine Beer & Spirits, 1111 Allen Drive for a Class "C" Liquor License and Liquor Manager Designation for Beau Starkel.

#2021-156 - Approving Acquisition of Utility Easement - 3321 West Schimmer Drive (Bosselman Energy, Inc.).

#2021-157 - Approving Bid Award for the Sale of Fly Ash from the Platte Generating Station with WC Enterprises, Inc. of Hastings, Nebraska in an Amount of \$25.26 per ton.

#2021-158 - Approving Generating Station Distributive Control System Service Agreement with ABB, Inc. of Houston, Texas in an Amount of \$200,364.00.

#2021-159 - Approving Engineering Services for the 2021 Wastewater Treatment Plant Operations On-Call with HDR Engineering, Inc. of Omaha, Nebraska in an Amount of \$175,109.00.

#2021-160 - Approving Change Order No. 1 for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions with The Diamond Engineering Company of Grand Island, Nebraska for Time Extension from July 22, 2021 to August 16, 2021.

#2021-161 - Approving Amendment No. 2 to Engineering Consulting Services for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions with Alfred Benesch & Company of Lincoln, Nebraska for an Increase of \$12,250.00 and a Revised Agreement Amount of \$145,270.00.

#2021-162 - Approving Lease Agreement Renewal for Transit Services Office Facility with Mid-Country Trading, LLC of Grand Island, Nebraska in an Amount of \$40,000.00 Annually thru August 2024.

#2021-163 - Approving Sub-Lease Agreement Renewal with Senior Citizen Industries, Inc. of Grand Island for Occupancy of Transit Services Office Facility located at 1016 Diers Avenue, Suite 119.

#2021-164 - Approving Acquisition of Drainage Easement in Prairie Commons Fourth Subdivision- 3490 Ewoldt Street (Tabitha Grand Island, Inc.).

#2021-165 - Approving Change Order No. 3 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska for Time Extension from November 15, 2020 to July 1, 2021.

#2021-166 - Approving CDBG Sub-Recipient Agreement with RAILSIDE DOWNTOWN BID.

#2021-167 - Approving CDBG Sub-Recipient Agreement with YWCA.

#2021-168 - Approving Authorized Signatures for Police and Fire Pension Plans.

#2021-169 - Approving Contract with US Cellular for Cellular Services in an Amount of \$4,193.64 Monthly for 24 Months. Finance Director Patrick Brown reported that City cell phones and other devices had been on a state contract with Verizon since 2015. Proposals were received for cellular services with three companies submitting bids. The City would realize a savings of approximately \$37,558.08 by going with US Cellular during the two year contract.

Motion by Haase, second by Minton to approve Resolution #2021-169. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Nickerson to approve the payment of claims for the period of June 23, 2021 through July 13, 2021 for a total amount of \$15,492,780.24. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:15 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-2

### Approving Minutes of July 13, 2021 Budget Work Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET WORK SESSION

July 13, 2021

Pursuant to due call and notice thereof, a Budget Work Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 13, 2021. Notice of the meeting was given in *The Grand Island Independent* on July 7, 2021.

Mayor Roger G. Steele called the meeting to order at 7:16 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

SPECIAL ITEMS:

Presentation of Solid Waste Division Budget for Fiscal Year 2022. Public Works Director John Collins presented the Solid Waste Budget for FY 2022.

Mr. Collins stated they received no funding from the General Fund and all revenues were generated from tipping fees. This was one of the few divisions within the City that had competition. They served both residents and non-residents. He stated the landfill had 19 years of life left in the current area which included Cells 1, 2 & 3 and approximately 27 years of life were left in the total Phase 1 area.

Mentioned were notable items in FY 2021 with continued routine capital replacement schedule within the Landfill with a new compactor. The Transfer Station operations and facility improvement study and rate study were presented to Council on June 8, 2021.

The following 2022 Budget was presented:

- Personnel - \$1,387,074
- Operations - \$1,311,018
- Capital - \$5,479,283

The following 2022 Budget Capital expenditures were presented:

- Replacement of Transfer Station loader - \$164,000
- Replacement of Transfer Station truck-tractor - \$122,000
- Replacement of transfer trailer - \$78,000
- Landfill leachate evaporator - \$50,000
- Begin Transfer Station improvements - \$2,760,000

The total FY2022 Capital Expenses were \$5,479,283.

Mentioned was a rate increase proposed for FY 2022 of 3.57% increase at the Transfer Station.

Mr. Collins was requesting .25 FTE for a part time Division Clerk. This was for an additional part time clerk to work Saturday mornings at the Transfer Station. There were often over 150 customers on Saturdays at the Transfer Station. This would allow for two (2) part time clerks to work together and to be able to better handle peak customer/traffic times.

Mr. Collins explained the construction of the transfer station which would include more lighting, tipping floor, and two scales. Solid Waste Superintendent Jeff Waittier commented on the rates.

Presentation of Utilities Department Budget for Fiscal Year 2021-2022. Utilities Director Tim Luchsinger introduced John Krajewski with JK Energy Consulting, LLC, 74408 Road 433, Smithfield, Nebraska who gave a presentation on the Electric Cost of Service/Rate Design Study. Mr. Krajewski stated the last completed Electric Cost of Service/Rate Design Study was done in 2018. Several changes had occurred since then. Refinancing of outstanding debt, risk factors associated with events like February 2021 weather, and the need to ensure adequate reserves while funding operating costs and capital project needs.

The purpose of the study was to review financial performance and develop rates that would reflect the cost of service and accomplish other goals established by the Utilities Department, such as rates that were competitive, sufficient revenues to cover projected operating expenses, and reflect the cost of service for each rate class.

On a cash basis, deficits were projected to increase from \$4.2 million in FY 2021 to \$10.5 million by FY 2025. They found that customer-related costs were higher than existing customer charges and in general; all rate classes needed rate increases for revenues to reflect the cost of service. The proposed changes would increase the customer charges for residential customers from \$8.00 to \$10.00 in FY 2022. A typical residential bill would increase \$2.73 in October 2021 and \$2.80 in October 2022. Mentioned was that additional rate changes of 3% in FY 2024 and FY 2025 might be necessary to maintain sufficient revenue to cover projected expenses.

Discussion was held regarding a rate increase. Mr. Luchsinger stated he was confident in the study and was recommending a 3% rate increase in the future. The current cash reserve as of the end of May was \$60 million. The current life expectancy for Platte Generating Station (PGS) was 5 to 10 years. Mentioned was moving personnel from Burdick Station to PGS to save costs. Alternative fuels were mentioned along with decommissioning the Burdick Station.

Mr. Luchsinger stated both the electrical and water were dependent on the weather. Reviewed were the budget guidelines of budgeting conservative (low) revenues and conservative (high) operating costs. They maintain adequate cash reserves and manage controllable operating expenses and capital expenditures.

Cash reserve considerations were: working capital, replacement power, asset replacement, Capital Improvement Reserve, and Debt Service Reserve. The proposed Electric Fund budget was \$32,348,429 and the Water Fund budget was \$2,797,897 for FY 2021-2022.

Review Electrical Enterprise Fund.

The following Electric Capital Improvements were presented with a total Capital Budget of \$11,590,000:

- Transmission and Substation Upgrades - \$1,300,000
- Bond payments - \$3,785,000
- Distribution improvements - \$6,370,000
- Power plant maintenance/improvements - \$135,000

Review Water Enterprise Fund. The following Water Capital Improvements with a total Capital Budget of \$2,350,000 was presented:

- Bond payments - \$345,000
- Distribution improvements - \$1,625,000
- Production improvements \$380,000

Presentation of Wastewater Division Budget for Fiscal Year 2022. Public Works Director John Collins reviewed the Wastewater Division.

The Wastewater Division was an Enterprise Fund that relied on revenues collected from community residents, businesses, and industries to meet all state and national requirements. It is funded solely through self-generated revenue. The average residential bill for 2020 was \$31.07, well below the \$55.77 average.

Mr. Collins gave an overview of the Wastewater Division and the FY 2021 Capital Projects which totaled \$7,438,100.

The following proposed Capital projects for 2021/2022 were presented for a total amount of \$12,195,000:

- Laboratory, Operations Control Center & Admin Building Renovation - \$500,000/\$3,991,067
- Clarifier Rehabilitation - \$186,000
- Aeration Basin Diffuser Replacement - \$50,600
- WWTP Security System - \$50,000
- Flow Improvements - \$3,430,000/\$8,800,000
- UV System Upgrade - \$39,000
- North GI/CNRA Improvements - \$5,370,000/\$9,102,550
- Collection System Rehabilitation - \$70,000
- Lift Station 17 Relocation - \$1,425,000/\$1,915,000
- Buffering Tanks - \$600,000/\$7,250,000
- Lift Station 1 - \$300,000/\$600,000
- Custer to Broadwell; Capital to State Collection System Rehabilitation - \$90,000/\$990,000
- Flow Monitoring - \$85,000

Presented was the 2022 Budget:

- Beginning Cash - \$15,512,759
- Revenue – \$14,383,493
- Total Revenue – \$29,896,252
- Operating Costs – \$8,378,323
- Loan/Bond Payments - \$4,178,995
- Capital Expenses - \$12,195,000
- Total Expenditures - \$24,752,318
- Ending Cash Balance – \$5,143,934

Reviewed were the 2022 Capital Project future expenses which totaled \$12,195,000. Mr. Collins stated there was 8% inflation, delays in shipping and shortage of workers due to issues from COVID. Mentioned were several Wastewater Operation Awards received.

ADJOURNMENT: The meeting was adjourned at 8:34 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-3

### Approving Minutes of July 13, 2021 Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 13, 2021

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 13, 2021. Notice of the meeting was given in *The Grand Island Independent* on July 7, 2021.

Mayor Roger G. Steele called the meeting to order at 8:40 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

SPECIAL ITEMS:

Discussion Regarding Changes to Chapter 27 of the Grand Island City Code Relative to Procurement. Interim City Attorney Stacy Nonhof stated this Study Session was requested by Councilmember Haase from the June 22, 2021 City Council meeting.

Ms. Nonhof reported that the purpose of this ordinance was to update Chapter 27 of the Grand Island City Code and bring it into compliance with State Statute with regards to procurement.

Discussion was held regarding the number of purchases these changes would affect. Ms. Nonhof explained the process of approving purchases. Sole Source Procurement was mentioned. The change to Sole Source Procurement was recommended to be valid for a period of ten years which now there was no limit. Section 27-34 – Fiscal Responsibility was discussed with regards to contract modifications, change orders, or contract price adjustments.

City Administrator Jerry Janulewicz stated a number of the changes just made good sense. The changes were to streamline the procurement process. This was to simplify Chapter 27 of the Grand Island City Code.

ADJOURNMENT: The meeting was adjourned at 9:16 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-4

### Approving Minutes of July 19, 2021 Joint Health Department Meeting

Staff Contact: RaNae Edwards



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT HEALTH SPECIAL MEETING

July 19, 2021

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska, the Hall County Board of Supervisors, the Hamilton County Board of Commissioners, the Merrick County Board of Commissioners, and the Central District Health Department was conducted at the Grand Island Police Department, 111 Public Safety Drive, Grand Island, Nebraska on July 19, 2021. Notice of the meeting was given in the *Grand Island Independent* on July 14, 2021.

Central District Health Department (CDHD) Board President Ron Peterson called the meeting to order at 6:00 p.m. Present for the meeting were: CDHD Board members: Chuck Haase, Traci Dieckmann, Tom Weller, Shay McGowan and Dick Phillips. Others attending were: Hall County Commissioners Gary Quandt, Karen Bredhauer, Scott Sorensen, Hall County Clerk Marla Conley, City Councilmembers Jason Conley, Maggie Mendoza, Bethany Guzinski, Mitch Nickerson, Mark Stelk, Justin Scott, Mike Paulick, City Administrator Jerry Janulewicz, Finance Director Patrick Brown, and City Clerk RaNae Edwards. Health Department employees: Teresa Anderson and Jonna Mangeot were present by Zoom, Jeremy Collinson, Cindy Valdez, Colette Evans, Bridget Haahr, and Cody Rush.

CDHD Chairman Ron Peterson and Executive Director Teresa Anderson welcomed those attending.

Contact Tracing 101: Jonna Mangeot, Community Health Nurse reported on the process of contact tracing with regards to COVID, Pertussis (whooping cough), rabbi's, tuberculosis, meningitis and other diseases. Guidelines were presented with regards to COVID. Currently they were no longer quarantining people because of the expiration of the Governor's Executive Order as of June 30, 2021, but COVID cases were increasing. Ms. Anderson stated they didn't know a lot about the variant and how it mutated and spread, but they did know those that had been vaccinated were getting along better.

Year in Review: Executive Director Teresa Anderson stated this year had been a Doozy. Vaccination rates in Nebraska were 49% and the Central District Health Department had 37%. Those over 65 years old were much more likely to get vaccinated. There were 9,696 positive cases of COVID out of 39,053 tests taken and 153 deaths. She mentioned concerns with the start of school and the increase of the variant and would like to see kids get vaccinated. TestNebraska had been ended.

Ms. Anderson stated they were seeing lingering conditions from those that had COVID like loss of taste and smell. Reviewed was the Delta variant which was 40% more transmissible. More people would be hospitalized and more likely to result in ICU and three times more likely to result in death.

She stated what they did know that worked was: vaccines; masks; social distancing; stay home when ill; and testing when ill with respiratory symptoms. She stated they had a ways to go but they knew they would win the battle. She stated they would probably see masks mandated again by the CDC.

She stated most funds received this past year were because of COVID. In the past year they had to add personnel because of COVID.

Presented was a video of the CDHD activities throughout this past year. She stated CDHD was 20 years old.

Jeremy Collinson stated they were still seeing requests for supplies Personal Protective Equipment (PPE). He stated they had given out over 2 million gloves. They were concerned about West Nile but hadn't seen anything yet.

Collette Evans commented on case management services to almost 7,000 people that had tested positive for COVID. A number of other grants had to be put on hold because their time had been taken up with COVID. Ms. Anderson answered questions on being better prepared now than before. She stated vaccinations were key, they had more staff, better prepared for PPE, long term care liaison, and relationships with the schools.

Ms. Anderson stated even though people had been vaccinated they could get the variant. Those without the vaccination were more likely to get the variant.

Budget Overview. Bridget Haahr, Accounting Manager presented the budget. She stated they had a balanced budget. Ms. Anderson thanked the Cities and Counties for their contributions.

ADJOURNMENT: The meeting was adjourned at 7:07 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-5

### Approving Minutes of July 20, 2021 Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 20, 2021

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 20, 2021. Notice of the meeting was given in *The Grand Island Independent* on July 14, 2021.

Mayor Roger G. Steele called the meeting to order at 8:40 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. Councilmember Michelle Fitzke was absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

SPECIAL ITEMS:

Finance Director Patrick Brown commented on the Distinguished Budget Presentation Award the City received. He thanked this staff for all the work they did in receiving this award.

Capital Projects and Parks Projects. Public Works Director John Collins presented the Public Works Department Capital Projects for 2021/2022. Reviewed were the 2021 projects for a total of \$1,509,347. Mr. Collins stated Capital Improvement Projects were funded by Gas Tax (\$12,234,001) and General Fund (\$1,509,347) for a total of \$13,743,348 forecasted for 2021.

The following were proposed Capital Projects for 2021/2022:

- Annual Curb Ramp Project No. 2022-CR-1 - \$165,000
- Webb Road Paving Assessments (City share) - \$120,000
- Pavement Condition Survey - \$165,000
- Five Points Intersection Improvements (NDOT) - \$50,000/\$3,420,000
- Old Potash Highway; North Road to Webb Road - \$2,350,000/\$15,735,000
- Broadwell/UPRR Grade Separation - \$70,000/\$28,350,000
- North Road; 13<sup>th</sup> Street to Highway 2 - \$2,000,000/\$8,500,000
- North Road; Old Potash Hwy to 13<sup>th</sup> Street - \$3,525,000/\$4,595,296
- North Road; US Hwy 30 to Old Potash Hwy - \$25,000/\$3,014,768
- US Highway 30 Bridges (NDOT) - \$230,000 (City share)/\$5,616,785
- Custer Avenue Rehabilitation - \$3,000,000/\$4,200,000
- Eddy Street Underpass Rehabilitation - \$1,300,000/\$1,500,000
- Capital Avenue; Moores Creek to North Road - \$2,235,000/\$2,375,000
- Highway 2 Resurfacing (City share) - \$1,200,000/\$15,668,000
- Locust Street; Koenig Street to Fonner Park Road - \$450,000/\$6,783,520
- Claud Road (ROW) - \$750,000
- Northwest Flood Control Project - \$35,000/\$7,800,000

- Moores Creek Drain Extension – Water Tower/Park Culverts - \$200,000//\$245,000
- Moores Creek Detention Cell – Old Potash Hwy & North Road - \$450,000
- N 80 Wetland Delineation - \$200,000/\$1,700,000
- Sidewalk Cost Share Program - \$25,000
- PVIP Drainage District No. 2020-1 - \$250,000/\$600,000
- Brookline Drainage Improvements - \$350,000
- South Street/Henry Street Drainage Improvements - \$100,000

Total 2022 Capital Improvement Budget was \$20,958,850. Mr. Collins stated \$330,000 of capital dollars was mandated; \$120,000 was funding Federal Aid projects; and \$1,430,000 was for funding State projects. Mr. Collins stated because of COVID inflation was running about 8% with delays in shipping and shortage of workers.

Parks and Recreation Director Todd McCoy reviewed the Parks Projects for FY 2022. Total projects were \$3,120,000 with Food & Beverage to pay \$2,720,000 and KENO funds to be used in the amount of \$400,000. The following projects were presented:

- Heartland Public Shooting Park – Baffles - \$750,000
- Parking and Road Upgrades – Maintenance - \$100,000
- Cemetery – Converting Roads to Burial Spaces - \$50,000
- Island Oasis – Pool Paint - \$85,000
- Fieldhouse – Indoor Playground - \$250,000
- Stolley Park – Irrigation Expansion - \$100,000
- Ashley Park – Irrigation Expansion - \$150,000
- Heartland Public Shooting Park – Tree Removal - \$50,000
- Cemetery – Tree Removal - \$15,000
- Lincoln, Stolley, Ashley Parks – Playground Updates - \$135,000
- Island Oasis – Slide Replacements - \$650,000
- Stolley Park – Splash Pad - \$250,000
- Veteran’s Athletic Complex – Sign - \$10,000
- Ryder, Ashley, Grace Abbott Parks – Backstop & Bleachers Update - \$50,000
- Stolley, Ryder, Ashley Parks – Picnic Shelter Replacements - \$35,000
- JBS Trail – Trail – \$600,000 Donation
- Vet’s Complex & Ponderosa - Bike Trail Development - \$150,000
- Veteran’s Athletic Complex – Batting Cage - \$100,000
- Lyons Park – Futsal Court Safety Netting - \$15,000
- Stolley Park – Railway – Fence - \$50,000
- Veteran’s Athletic Complex – Field Drainage improvement - \$175,000
- Island Oasis – Concrete, Structures & Parking Lots - \$100,000

Discussion was held regarding Island Oasis Water Park cash flow and master plan.

Capital Equipment. Finance Director Patrick Brown reviewed the Capital Improvement Fund 400 and the Capital Equipment Fund 410. Total 400 Capital Improvement Fund Expenditures was \$1,360,000 and total 410 expenditures was \$2,717,775.

Fire Chief Cory Schmidt answered questions concerning the replacement of Station #1 boilers and 60 SCBAs air tank and masks. Chief Schmidt explained the request for PulsePoint and how it worked. Division Chief Fred Hotz answered questions concerning Knox boxes.

Building Department Director Craig Lewis answered questions regarding vehicle requests which would be bought on state bids. Emergency Management Director Jon Rosenlund commented on their new location and how well it was working. Mr. Brown commented on computer and software security.

General Fund and FTE Budget Discussions. Finance Director Patrick Brown reported that instead of using \$1.5 million in cash reserves for the FY2021 budget, cash reserves would increase approximately \$2.6 million. Personnel Services would be approximately \$1.8 million under budget due to positions being vacant in Police and Fire/Ambulance.

FY2022 in the General Fund was currently projected at a 3.3% growth over last year's budget and Property Tax revenues were projected for a 3% growth if the mill levy was not changed.

Discussion was held concerning the possibility of property tax relief. Police Chief Robert Falldorf answered questions regarding vacant positions and issues in hiring.

Reviewed were the following Full Time Equivalent (FTE) additions and changes for FY2022:

- 3 - Firefighter/Paramedics or EMT contingent upon a SAFER Grant
- 1 - Grants Administrator
- 1 - Interpreter/Translator
- 1 - Equipment Operator for the Streets Department
- 0.25 - FTE for the Solid Waste Department (Transfer Station)

Fire Chief Schmidt answered questions regarding the 3 Firefighter/Paramedics/EMT requested. City Administrator Jerry Janulewicz commented on the revenues the Casino may bring in.

Mr. Brown presented the idea of transferring \$4.2 million from the General Fund to the Solid Waste Enterprise Fund as a loan for the Transfer Station upgrade.

ADJOURNMENT: The meeting was adjourned at 9:35 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-6

### **Approving Re-Appointment of Robert Thomas and Appointment of Erich Fruehling to the Tree Board**

*Mayor Steele has submitted the re-appointment of Robert Thomas and the appointment of Erich Fruehling to the Tree Board. Erich Fruehling will replace Bob Loewenstein. These appointments would become effective August 1, 2021 upon approval by the City Council and would expire on July 31, 2024.*

Staff Contact: Mayor Roger Steele



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-7

**#2021-170 - Approving Acquisition of Utility Easement at the Intersection of 18th Street & Illinois Avenue (Abandoned Blain Well Site) Luevano & Medrano**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof



RESOLUTION 2021-170

WHEREAS, a public utility easement is required by the City of Grand Island from Alfredo Luevano, Jr. and Tina Marie Medrano, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power and water lines; and

WHEREAS, a public hearing was held on July 27, 2021, for the purpose of discussing the proposed acquisition of a utility easement located through the entire boundary of Lot Seven (7), Block Two (2), Blain Addition to the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

The entire boundary of Lot Seven (7), Block Two (2), Blain Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 0.14 acres, more or less, as shown on the plat dated 5/10/2021, 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 Alfredo Luevano, Jr. and Tina Marie Medrano, on the above-described tract of land.

- - -

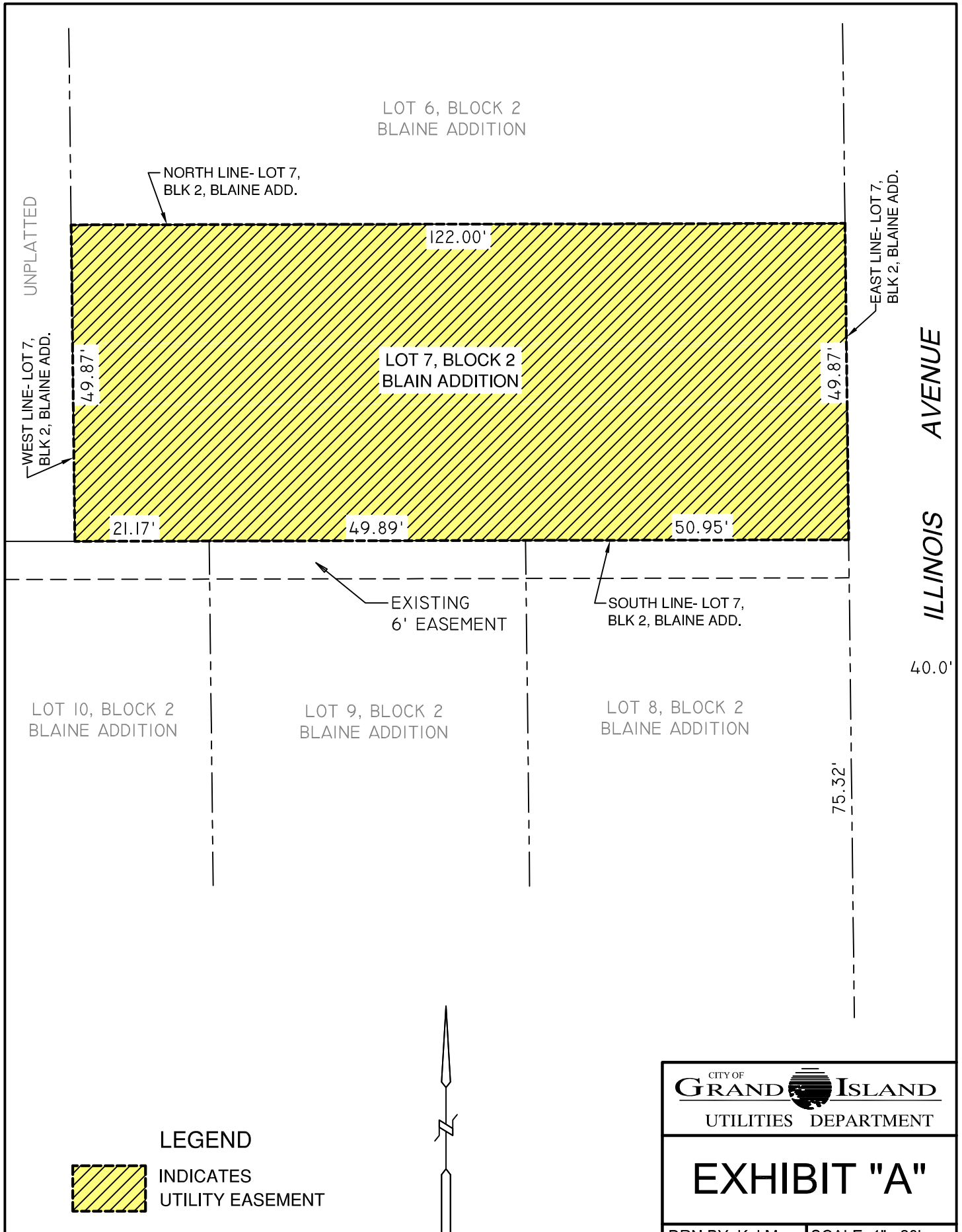
Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
July 23, 2021            ☐ City Attorney





# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-8

**#2021-171 - Approving Acquisition of Utility Easement - 830  
Bronze Road - Rhoads Enterprises, Inc.**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2021-171

WHEREAS, a public utility easement is required by the City of Grand Island from Rhoads Enterprises, Inc., 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 July 27, 2021, for the purpose of discussing the proposed acquisition of a ten (10.0) foot utility easement located through a part of Lot Two (2), Westgate Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

The southerly Ten (10.0) feet of Lot Two (2), Westgate Industrial Park Third Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of .068 acres, more or less as shown on the plat dated 6/14/2021, 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 Rhoads Enterprises, Inc., on the above-described tract of land.

- - -

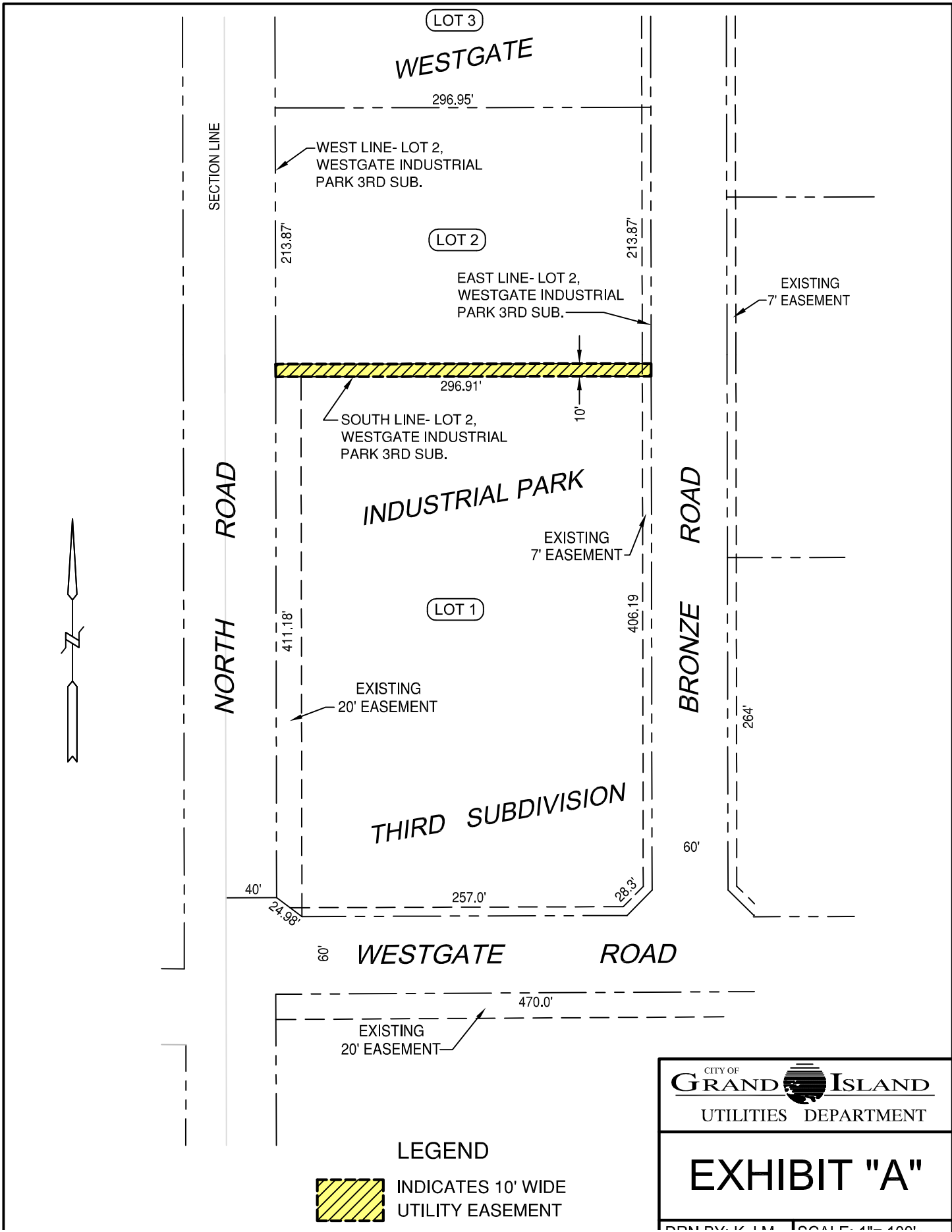
Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ☒ \_\_\_\_\_  
July 23, 2021            ☒ City Attorney





# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-9

**#2021-172 - Approving Bid Award for Edith Abbott Memorial Library – Air Handler Replacement**

Staff Contact: Celine Swan

# Council Agenda Memo

**From:** Celine Swan, Library Director

**Meeting:** July 27, 2021

**Subject:** Approving Bid Award for Air Handler Replacement at Edith Abbott Memorial Library

**Presenter(s):** Celine Swan, Library Director

## Background

The existing mechanical system from the original 1973 structure was evaluated during the renovation by Clark Enersen. They found that for cooling the 1973 Trane Chiller has had several maintenance items in recent years and is of primary concern for catastrophic failure. The expectancy of a chiller is 20 years and it has more than exceeded its usability for the library.

Prochaska and Associates from Omaha, NE have found the Air Handler Replacement involves a variety of mechanical work. The main component of the work is the replacement of the existing 34,000 CFM, 40 HP multi-zone air handling unit and its associated 32,000 CFM, 20 return fan. These units are located in the basement mechanical room. Heating is provided by hot water boilers. Cooling is provided by a 40 ton water cooled chiller and chilled water pump. The condenser water for the chiller is provided by a 100 GPM well and pump. The condenser water is dumped to the drain.

The existing units will be replaced by an 18,000 CFM VAV Air Handling Unit and associated return fan. The chiller and chiller pump will be removed, the well decommissioned with all associated piping and equipment also removed. New exterior mounted, air-cooled Variable Refrigerant Flow (VFR) Heat Pumps will provide cooling. The outdoor, relief, return, and supply air ductwork located in the basement mechanical room will be reconfigured, with new Variable Air Volume (VAV) boxes with hot water reheat coils serving the existing Library zones. Other work required for the project included expanding the existing DDC control system for the new equipment, as well as replacing 45 existing floor grilles with new floor grilles of matching sizes.

Critical issues of this project involve maintaining continuous operation of the Library, along with minimal disruption of interior temperature conditions during the replacement of the equipment.

## **Discussion**

Specifications for Air Handler Replacement were advertised for bid in accordance with City Purchasing Code. Bids were publically opened on June 23, 2021.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council award the contract for the Air Handler Replacement to Jerry's Sheet Metal of Grand Island, Nebraska as the only responsive bidder, under estimate with a bid in the amount of \$667,200.00.

## **Sample Motion**

Move to approve the bid in the amount of \$667,200.00 from Jerry's Sheet Metal of Grand Island, Nebraska, for the Air Handler Replacement for the Edith Abbott Memorial Library/Grand Island Public Library.



**INTEROFFICE MEMORANDUM**



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** July 14, 2021 at 2:00 p.m.  
**FOR:** Edith Abbott Memorial Library – Air Handler Replacement  
**DEPARTMENT:** Library  
**ESTIMATE:** \$685,000.00  
**PUBLICATION DATE:** June 23, 2021  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

**Bidder:** Jerry’s Sheet Metal  
Grand Island, NE  
**Bid Security:** Universal Surety Co.  
**Exceptions:** None  
**Bid Price:** \$667,200.00

cc: Celine Swan, Library Director  
Jerry Janulewicz, City Administrator

Stacy Nonhof, Purchasing Agent  
Patrick Brown, Finance Director

**P2291**

RESOLUTION 2021-172

WHEREAS, the City of Grand Island invited sealed bids for Air Handler Replacement for HVAC for the Edith Abbott Memorial Library, according to plans and specifications on file with the City of Grand Island; and

WHEREAS, on July 14, 2021, bids were received, opened and reviewed; and

WHEREAS, Jerry's Sheet Metal of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$667,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Jerry's Sheet Metal of Grand Island, Nebraska for bid price of \$667,200.00 for Air Handler Replacement of HVAC for the Edith Abbott Memorial Library, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-10

### **#2021-173 - Approving Recruiting Firm for Search to Fill City Attorney Position**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

**From:** Aaron Schmid, Human Resources Director

**Meeting:** July 27, 2021

**Subject:** Approving Proposal for Recruiting Firm for Search to Fill City Attorney Position

**Presenter(s):** Aaron Schmid, Human Resources Director

## Background

The City Attorney position has been vacant since May of 2019. Stacy Nonhof has served as the interim City Attorney during the search for a replacement. Efforts to find a new City Attorney have been unsuccessful despite multiple recruiting strategies.

Administration recently conducted a Request for Proposal for a recruiting firm to assist with filling the City Attorney position.

## Discussion

The Administration is seeking approval to utilize the services of Baker Tilly for the City Attorney position. Baker Tilly is a nationally recognized firm serving clients throughout the country for more than 30 years. They have successfully performed recruitments at other Nebraska municipalities and placed attorneys all around the U.S.

Baker Tilly's fee for the search is \$24,500 which would be billed in four installments. The recruitment is guaranteed for twelve months against termination or resignation for any reason.

## 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 proposal to utilize the services of Baker Tilley for the City Attorney vacancy.

## **Sample Motion**

Move to approve the request to utilize Baker Tilley for the City Attorney vacancy.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
RECRUITING FIRM FOR SEARCH TO FILL CITY ATTORNEY POSITION**

**RFP DUE DATE:** June 2, 2021 at 4:00 p.m.

**DEPARTMENT:** Human Resources

**PUBLICATION DATE:** May 8, 2021

**NO. POTENTIAL BIDDERS:**

**PROPOSALS RECEIVED**

**Baker Tilly US, LLP**  
St. Paul, MN

cc: Aaron Schmid, Human Resources Director  
Jerry Janulewicz, City Administrator

Stacy Nonhof, Purchasing Agent  
Patrick Brown, Finance Director

**P2283**



380 Jackson St., Ste 300  
St. Paul, MN 55101  
United States of America

T: +1 (651) 223 3000  
F: +1 (651) 223 3046  
bakertilly.com

July , 2021

Aaron Schmid  
Human Resources Director  
100 East First Street  
Grand Island, NE 68802-1968

Dear Mr. Schmid:

This letter documents the City of Grand Island, NE (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for City Attorney (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated June 2, 2021, is incorporated by reference.

#### Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly’s Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

### **Project Timing and Budget**

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Patricia Heminover will lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$24,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the completion of Phase I; 30% at the completion of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be our standard hourly rate of \$200 plus expenses.

### **Baker Tilly's Guarantees**

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.



**Client's Obligations**

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



\_\_\_\_\_  
Chuck Rohre, Firm Director

**Client Signature:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION 2021-173

WHEREAS, the City of Grand Island requested proposals for a Recruiting Firm for search to fill the City Attorney position; and

WHEREAS, on June 2, 2021, proposals were received, opened and reviewed; and

WHEREAS, Baker Tilley of St. Paul, Minnesota submitted a proposal in accordance with the terms of the advertisement of request for proposal; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Baker Tilley, in the amount of \$24,500, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-11

### **#2021-174 - Approving State Fair Emergency Medical Service Agreement**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Cory Schmidt, Fire Chief  
**Meeting:** July 27, 2021  
**Subject:** State Fair Emergency Medical Service Agreement  
**Presenter(s):** Cory Schmidt and Russ Blackburn

## Background

Since 2010, Grand Island has been home to the Nebraska State Fair. During the 11-day event, more than 300,000 people on average will visit the fair. Due to the various activities offered at the fair as well as the large number of people, on site emergency medical service is needed for the safety of all those who attend.

## Discussion

The Nebraska State Fair wishes to enter into a service agreement with the City of Grand Island Fire Department to provide emergency medical services at the 2021 Nebraska State Fair. In exchange for \$30,550, the City of Grand Island Fire Department will provide on-site emergency medical service for each of the 11 days of the fair. The contracted amount is based on the 2020-21 fee schedule. Each day, two to six Grand Island Fire Department (GIFD) personnel will be on site at the fair from 8 am to midnight to provide emergency medical services. All GIFD personnel are working outside of their normal scheduled hours and will be compensated at their respective overtime rate of pay.

## 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 service agreement between the Nebraska State Fair and the City of Grand Island Fire Department.

## **Sample Motion**

Move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department to provide emergency medical services for the 11 days of the 2021 state fair in exchange for \$30,550.

**SERVICE AGREEMENT**  
**2021 NEBRASKA STATE FAIR**  
**AUG. 27 - SEP. 6, 2021**  
**DATED: July 14, 2021**



*Between these parties:*

**Promoter:**

Nebraska State Fair Board,  
dba Nebraska State Fair (NSF)  
PO Box 1387  
Grand Island, NE 68802  
p) 308.382.1620  
Contact: Bill Ogg  
p) 308.382.1685 e) bogg@statefair.org

**Contractor:**

Grand Island Fire Dept.  
PO Box 1968 / 100 East First Street  
Grand Island, NE 68801  
p) 308.385.5444 ext. 229  
Contact: Cory Schmidt  
p) 308-385-5423 e) corys@grandisland.com

---

**PURPOSE and CONTRACT DOCUMENTS**

The purpose of this agreement is for Contractor to provide Emergency Medical Response service August 27 - September 6, 2021 as agreed upon by both parties, stated here. Documents are being defined as the "Service Agreement, Addendum A and Addendum B. The terms contained in Addendum A and B are incorporated into the Service Agreement as if fully set forth herein, are essential terms and are binding upon Contractor."

**TERMS**

The work shall be performed at Fonner Park, Grand Island, NE, home of Nebraska State Fair. The term of the agreement shall begin August 27, 2021 and end September 6, 2021. Contractor shall report to the Executive Director for the term of this agreement.

**DESCRIPTION OF SERVICES**

Responsibilities and deliverables for Contractor and Nebraska State Fair are outlined in Addendum A. Any changes in service needs shall require a separate, signed addendum dated and signed by both parties.

**COMPENSATION**

In exchange for services identified in Addendum A, Contractor shall be paid by NSF a flat sum of \$30,550.00 + Agreed upon fee for Standby and Emergency Crew as requested. 2021 Standby and Emergency Crew request is described in #2 of Addendum A. Payment shall be provided in full when all services are completed. Payment will be made on or about September 10, 2021.

**INTELLECTUAL PROPERTY**

All services performed (creations, materials, ideas, brands, and other intellectual property) which are developed by Contractor for NSF under terms of this agreement shall belong exclusively to NSF. NSF shall be the sole owner of all copyrights, patents, etc. developed from this agreement with right to change, edit, sell or distribute to anyone.

**HOLD HARMLESS**

The State Fair agrees to indemnify the City and hold the City harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by any act, omission, of the State Fair or its subcontractors, agents, or employees. The City agrees to indemnify the State Fair and hold the State Fair harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or NSF Service Agreement

Page1

damage to property caused by act or omission of the City or its contractors, agents, or employees. The

indemnification provided in this paragraph does not affect the State Fair's limitations of liability set forth in other paragraphs of this agreement.

**SEVERABILITY & NONPERFORMANCE**

Both parties reserve the right to terminate the agreement for any reason. Termination of this agreement requires a written notice to either party. NSF reserves the right to immediately terminate Contractor for nonperformance, as determined in the sole discretion of NSF, of any portion of this agreement.

**INSURANCE**

Contractor is required to obtain the required insurance coverages for this agreement. See Addendum B.

\_\_\_\_\_  
Signature, Contractor

\_\_\_\_\_  
Signature, Nebraska State Fair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ADDENDUM A

### Purpose Statement:

Contractor's chief responsibility is to provide First Aid Response and transport service for Nebraska State Fair.

### The Contractor will:

1. Provide daily Emergency Crew (1 EMT, 1 Paramedic) on-site from 3am-midnight daily and a second Emergency Crew from noon - 8:00pm daily, (time may be adjusted with NSF Executive team) August 27 through September 6, 2021. Plus, Contractor will provide a third Emergency Crew or firetruck with Emergency Crew for standbys, as requested in #2. Based on the schedule presented in #2 below, an additional \$3,360.00 will be paid by Nebraska State Fair to Grand Island Fire Department for the services rendered in Standby Ambulance and Emergency Crew.
2. Special Events that require **Standby Ambulance** and Emergency Crew include:
  - a. Bull Fighting tentatively 7 - 9:30 PM Friday, August 27.
  - b. Indian Relay Races on Saturday and Sunday, tentatively 5 - 9:30 PM August 28 and 29.
  - c. Antique Tractor Pull tentatively 9:00 AM - 2:00 PM on Monday, Aug 30.
  - d. Ranch Rodeo tentatively 7 - 9:30 PM Sunday, September 4.
  - e. High School Rodeo on Monday, September 6
  - f. Tractor Pull on tentatively 5 - 9:00 PM Sunday, September 5
  - g. Demolition Derby tentatively 2:00 PM - 5:00 PM on Monday, September 6
3. Other large gatherings that do **not** require standby Medical Team:
  - a. Nebraska's Largest Classroom - Grade School Classrooms on Grounds Tuesday, Wednesday, Thursday of August 31, September 1 and 2.
  - b. Older NE Day Concert - inside HEC on Monday, Aug 30 at 2:00pm - capacity around 5000
  - c. Outdoor Concerts - Sport Field/Track on Thursday, Friday, Saturday, September 2, 3, 4. - anticipated capacity to be approved for up to 10,000.
4. Ambulances will be spotted in a central location on the Fønner Park grounds.
5. Consult with Executive Director and/or Deputy ED regarding schedule planning, necessary changes or adaptations .
6. Provide proactive service abiding by the laws of the State of Nebraska and Nebraska State Fair rules and regulations.
7. Work closely with the Deputy ED on scheduling needs.
8. Provide the Executive Director with daily reports as well as a final report of all First Aid Response activity.
9. Attend daily Team Gatherings tentatively scheduled 8am each day of State Fair.
10. Provide (1) - "Gator" type UTV equipped with secure backboard transport capability.

### Nebraska State Fair will:

1. Provide all necessary gate admission and parking for Emergency Service Providers: Anticipated need is for six (6) Gate Admission credentials for working GIFD Personnel and Inspector(s).
2. Provide Emergency vehicle ingress and egress to assist with patron care.
3. Allow Inspectors to travel on bicycle or GIFD provided golf cart to fulfill inspection duties.
4. One (1) Gator or Kubota brand of UTV for Emergency Crew to install their universal transport insert.
5. Two (2) golf carts for use by City inspectors as needed, NOT expected to be a daily need.
6. No other compensation shall be provided.

**ADDENDUMB**

**Contractors** need to make evident certificates of the following minimum coverages. Such certificates shall be included with the hotel proposal:

- Workers' Compensation insurance meeting the statutory requirements of the State of Nebraska
- Employers' Liability insurance providing limits of liability in the following amounts:
  - ◆ Bodily injury by accident: \$100,000 each accident
  - ◆ Bodily injury by disease: \$500,000 policy limit
  - ◆ Bodily injury by disease: \$100,000 each employee
- Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:
  - ◆ General aggregate: \$1,000,000
  - ◆ Product/completed operations aggregate: \$1,000,000
  - ◆ Personal and advertising injury liability: \$1,000,000
  - ◆ Per occurrence: \$1,000,000
  - ◆ Fire legal liability: \$50,000

If the Contractor does not carry its own required insurance coverage or fails to return proof of such by the due date, Nebraska State Fair may at its option obtain through an insurance carrier the necessary coverages noted by this agreement. The expense of this coverage will be billed to the Contractor. Nebraska State Fair Board is listed as additional insureds as respects insured's operations.

**LIABILITY - HOLD HARMLESS**

The State Fair agrees to indemnify the City and hold the City harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by any act, omission, of the State Fair or its subcontractors, agents, or employees. The City agrees to indemnify the State Fair and hold the State Fair harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and./or damage to property caused by act or omission of the City or its contractors, agents, or employees. The indemnification provided in this paragraph does not affect the State Fair's limitations of liability set forth in other paragraphs of this agreement.

---

I acknowledge that I have read the above insurance and liability requirements and acknowledge my organization's responsibility as such.

Print Name	Signature	Date
------------	-----------	------

RESOLUTION 2021-174

WHEREAS, Grand Island has been home to the Nebraska State Fair since 2010; and

WHEREAS, More than 300,000 people visit the Nebraska State Fair each year; and

WHEREAS, The Nebraska State Fair wishes to enter into a service agreement with the Grand Island Fire Department for onsite, emergency medical services; and

WHEREAS, The Grand Island Fire Department will be compensated \$30,550 in exchange for providing emergency medical service at the 2021 Nebraska State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department for emergency medical services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-12

**#2021-175 - Approving Advanced EMS Training Field Experience Agreement with Union College**

Staff Contact: Cory Schmidt, Fire Chief; Russ Blackburn

# **Council Agenda Memo**

**From:** Russ Blackburn, GIFD EMS Division Chief  
**Meeting:** July 27, 2021  
**Subject:** Training Contract  
**Presenter(s):** Russ Blackburn, GIFD EMS Division Chief

## **Background**

The City of Grand Island Fire Department has provided in-field training and experience for students of the emergency medical training program of Union College since 2007. They have asked for an updated agreement. We have provided this opportunity to other educational institutions in the past and this agreement will allow us to continue this program.

## **Discussion**

This program allows students to receive field training and experience that allows them to apply what they have learned in the class room. Under the supervision of an experienced paramedic the student has the opportunity to learn from real world experiences. This contract is the standard contract used with all other training agencies that send student to ride-along with the Fire Department.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve this contract.

## **Sample Motion**

Move to approve the training contract with Union College.

AGREEMENT  
ADVANCED EMS TRAINING  
FIELD EXPERIENCE

THIS AGREEMENT made this 28 day of June 2021, by and between Union College, Lincoln NE; hereinafter referred to as "College/University," and the City of Grand Island, a municipal corporation; hereinafter referred to as "City."

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as field training experience and observation for the students of Union College registered in the EMT Training Program; and

WHEREAS, the City maintains facilities suitable for said instruction and experience.

NOW THEREFORE BE IT RESOLVED that this Agreement is entered into under the following conditions:

**General Conditions:**

(1) This Agreement does not contemplate the payment of any fees or remuneration by either party to the other.

(2) Neither the students nor the College instructors shall be deemed employees of the City and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the College to the City for the services of said students or instructors.

(3) The assigned personnel of the City and the faculty of the College assigned to teach in the programs shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.

(4) The Fire Chief of the City or his/her designee, in consultation with the faculty responsible for the Advanced EMS training program shall schedule and arrange for times when students shall be present and the number of students present in such a manner so as not to interfere with the day-to-day operation of the City.

(5) Neither the College nor the City shall discriminate against any employee, applicant or student for employment or registration in this course of study because of race, color, religion, sex, national origin, handicap, special disabled veterans' status or Vietnam era veterans' status. Both parties agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

(6) Students shall be subject to the City policies and to the same obligations to maintain confidentiality of the City patient records as applies to the City staff. A determination that a student has violated the confidentiality requirements of the City will be grounds for immediate termination

of their service at the City.

(7) The College reserves lie right and discretion to withdraw those students whose work or conduct may have a detrimental effect on the program or whose program and achievement, in the opinion of the College, do not justify their continuance in this program. The City reserves the right to prohibit a student from training at the City whose conduct may have a detrimental effect on patients or who does not adhere to existing rules and regulations of the City and to all reasonable rules and regulations of the City.

**Responsibilities of the College/University:**

(1) The College shall use proper administrative procedure in planning for observation and/or field training experience and to have qualified instructors for the Advanced EMS Training program. The City will have the right to refine the program instructor's participation in the training, and the City will have this right of rejection without cause.

(2) The College shall contact the City through the Fire Chief or his/her designee at least fourteen (14) days prior to the arrival of students in order to properly plan for their training.

(3) The College shall provide requested demographic, academic and health information, including proof of basic life support certification (CPR), current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B (or a signed waiver) for all students scheduled for field training experience with the City.

(5) The College shall provide proof of Bloodborne Pathogen and Infection Control training within the past twelve (12) months for all students scheduled for field training experience with the City. If a blood/body fluid exposure occurs to a student while caring for a patient the College is responsible for the follow-up procedures for the student defined by state/federal OSHA regulations.

(6) (a) The College agrees to indemnify and hold harmless the City against any and all loss and expense, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the City for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement, providing such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part of the negligence, or any other ground or legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the College/University, its employees, agents or students. However, this hold harmless and indemnification agreement by the College/University does not extend to instances and consequences in which the City employees, in the course of supervision and instruction, engage in intentional torts or any intentional misconduct not covered by the College/University's liability insurance policy.

(b) The City shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the College/University, but the City shall have the right and shall be given the opportunity to associate with the College/University in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the City, in which event the College/University shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of City employees when such is not covered by the College/University's liability insurance policy.

(c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the College/University from the obligation to indemnify the City as to any claim or cause of action asserted against the City so long as the event upon which said claim or cause of action is predicated shall have occurred prior to the effective date of such termination or completion.

(d) The College shall provide and maintain workers' compensation insurance for its employees and general liability insurance, professional liability insurance and/or self-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.

(7) The College or its students shall provide necessary text books and classroom supplies, if/needed, a connection with the field training internship practice. The City assumes no responsibility for any loss or theft of personal belongings of the College/University or the students enrolled in the College/University's courses.

(8) The College will keep the City informed of changes in policy which may affect the students training at the City.

#### **Responsibilities of the City:**

(1) The City shall provide training in the Fire Department as would be appropriate for learning experience by the students. Both parties will agree upon those patient care activities in which students may participate during the field experience.

(2) The City will provide on-site supervision of the student and has the right to determine the level of participation in such patient care activities.

(3) The City will provide orientation for the College staff so as to enable the College staff to coordinate their inner-classroom instruction.

(4) The City shall provide emergency health care to students for any accident or illness



occurring on the City's premises at the cost of the student. The City requires that a report be filed immediately with the City and College if the student has an accident or becomes ill while receiving training.

(5) The City will keep the College faculty informed of changes in policy which affect faculty and students.

**Termination of Agreement:**

(1) In the event of a violation of any of the conditions set forth in this Agreement, the City may immediately terminate this Agreement and discontinue their affiliation and any responsibilities they have under this Agreement.

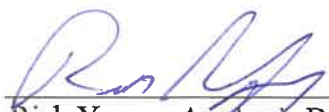
**Miscellaneous Provisions:**

(1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to this Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with this Agreement.

(2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this 28 day of June 2021.

UNION COLLEGE, LINCOLN,  
NEBRASKA

By:   
Rick Young, Academic Dean

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Roger Steele, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney



RESOLUTION 2021-175

WHEREAS, a training contract has to be in place for Emergency Medical students from a training agency to get field experience with Grand Island Fire Department; and

WHEREAS, students from Union College would like to do their paramedic internship with the Grand Island Fire Department; and

WHEREAS, this is a standard contract we use with all of the training agencies that send us students for field experience.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to sign the training contract between Union College and the City of Grand Island so their students may do their paramedic ride-time with the Grand Island Fire Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-13

**#2021-176 - Approving Certificate of Final Completion for Chip Seal Project No. 2021-CS-1**

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

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** July 27, 2021

**Subject:** Approving Certificate of Final Completion for Chip Seal Project No. 2021-CS-1

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

## Background

Topkote, Inc. of Yankton, South Dakota was awarded a \$224,065.01 contract by the City Council on March 23, 2021, via Resolution No. 2021-63, for Chip Seal Project No. 2021-CS-1. This project allowed for a chip seal on the following roadways:

- Wildwood Road
- Old US Highway 30
- Old NE Highway 2

Chip Seal is the sprayed application of asphaltic material with a covering of aggregate.

## Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$209,181.10, resulting in an underrun of \$14,883.91. The project underrun was due to reduction of material used in the field and the efficiency of the contractor's operations. The contractor completed the project in a timely manner. As a result, less traffic control was required to complete the project.

Additional project costs (detailed below) totaled \$13,353.61 for a final project cost of \$222,534.71.

### Additional Project Costs-

Grand Island Public Works- Engineering Services	\$ 13,119.73
Grand Island Independent- Advertising	\$ 233.88
<b>Additional Project Costs Total =</b>	<b>\$ 13,353.61</b>

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Chip Seal Project No. 2021-CS-1.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Chip Seal Project No. 2021-CS-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Chip Seal Project No. 2021-CS-1  
CITY OF GRAND ISLAND, NEBRASKA  
July 27, 2021

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

This is to certify that Chip Seal Project No. 2021-CS-1 has been fully completed by Topkote, Inc. of Yankton, South Dakota under the contract dated March 25, 2021. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### Chip Seal Project No. 2021-CS-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section 1- Wilwood Road</b>					
1	MOBILIZATION	1.00	LS	\$12,000.00	\$12,000.00
2	CHIP SEAL AGGREGATE	163.00	TON	\$159.12	\$25,936.56
3	CHIP SEAL EMULSIFIED ASPHALT	10,131.00	GAL	\$3.89	\$39,409.59
4	TEMPORARY SIGN DAY	12.00	DAY	\$50.00	\$600.00
5	BARRICADE, TYPE II	0.00	BDAY	\$8.00	\$0.00
6	BARRICADE, TYPE III	12.00	BDAY	\$40.00	\$480.00
7	TEMPORARY RAISED LANE MARKERS	65.00	EA	\$1.50	\$97.50
8	FLAGGING	1.50	DAY	\$250.00	\$375.00
<b>Total Base Bid=</b>					<b>\$78,898.65</b>
<b>Bid Section 2- Old US Highway 30</b>					
1	MOBILIZATION	1.00	LS	\$12,000.00	\$12,000.00
2	CHIP SEAL AGGREGATE	167.00	TON	\$159.12	\$26,573.04
3	CHIP SEAL EMULSIFIED ASPHALT	10,431.00	GAL	\$3.89	\$40,576.59
4	TEMPORARY SIGN DAY	6.00	DAY	\$50.00	\$300.00
5	BARRICADE, TYPE II	0.00	BDAY	\$8.00	\$0.00
6	BARRICADE, TYPE III	6.00	BDAY	\$40.00	\$240.00
7	TEMPORARY RAISED LANE MARKERS	88.00	EA	\$1.50	\$132.00
8	FLAGGING	2.50	DAY	\$250.00	\$625.00
<b>Total Base Bid=</b>					<b>\$80,446.63</b>
<b>Bid Section 3- Old NE Highway 2</b>					
1	MOBILIZATION	1.00	LS	\$6,775.00	\$6,775.00
2	CHIP SEAL AGGREGATE	104.00	TON	\$159.12	\$16,548.48
3	CHIP SEAL EMULSIFIED ASPHALT	6,506.00	GAL	\$3.89	\$25,308.34
4	TEMPORARY SIGN DAY	6.00	EA	\$50.00	\$300.00
5	BARRICADE, TYPE II	0.00	BDAY	\$8.00	\$0.00
6	BARRICADE, TYPE III	6.00	BDAY	\$40.00	\$240.00
7	TEMPORARY RAISED LANE MARKERS	26.00	EA	\$1.50	\$39.00
8	FLAGGING	2.50	DAY	\$250.00	\$625.00
<b>Total Base Bid=</b>					<b>\$49,835.82</b>
<b>Grand Total =</b>					<b>\$209,181.10</b>



Additional Project Costs-

Grand Island Public Works- Engineering Services	\$ 13,119.73
Grand Island Independent- Advertising	\$ 233.88
<b>Additional Project Costs</b>	<b>\$ 13,353.61</b>

***Chip Seal Project No. 2021-CS-1 Total = \$222,534.71***

I hereby recommend that the Engineer's Certificate of Final Completion for Chip Seal Project No. 2021-CS-1 be approved.

\_\_\_\_\_  
John Collins, PE - City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele – Mayor

RESOLUTION 2021-176

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Chip Seal Project No. 2021-CS-1, certifying that Topkote, Inc. of Yankton, South Dakota, under contract, has completed such project; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, in the total amount of \$222,534.71, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-14

**#2021-177 - Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2021 Nebraska State Fair Marathons**

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

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** July 27, 2021

**Subject:** Consideration of Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2021 Nebraska State Fair Marathons

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

## Background

The YMCA is seeking Council approval and notice to the Nebraska Department of Transportation (NDOT) for the routes involved in the Nebraska State Fair Marathons.

## Discussion

The 2021 Nebraska State Fair Marathon is proposed for the afternoon of Friday, August 27, 2021 through the morning of Saturday, August 28, 2021. The Marathon routes will require the use of City streets and bike trails, crossing US Highway 34 and running in one lane of US Highway 30. Please see the attached maps for the Kids Fun Run, 5K, half marathon, and full marathon routes.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Transportation (NDOT) that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

The Marathon planners from the YMCA and Nebraska State Fair have met with Public Safety, Public Works, County Highway Department, and other affected agencies in planning for the event. The routes being presented to the Council for approval have been agreed upon as the best identified, with changes made to the routes for this year.

## 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 YMCA's presented routes for the 2021 Nebraska State Fair Marathons and direct that the Nebraska Department of Transportation (NDOT) be notified of this action.

### **Sample Motion**

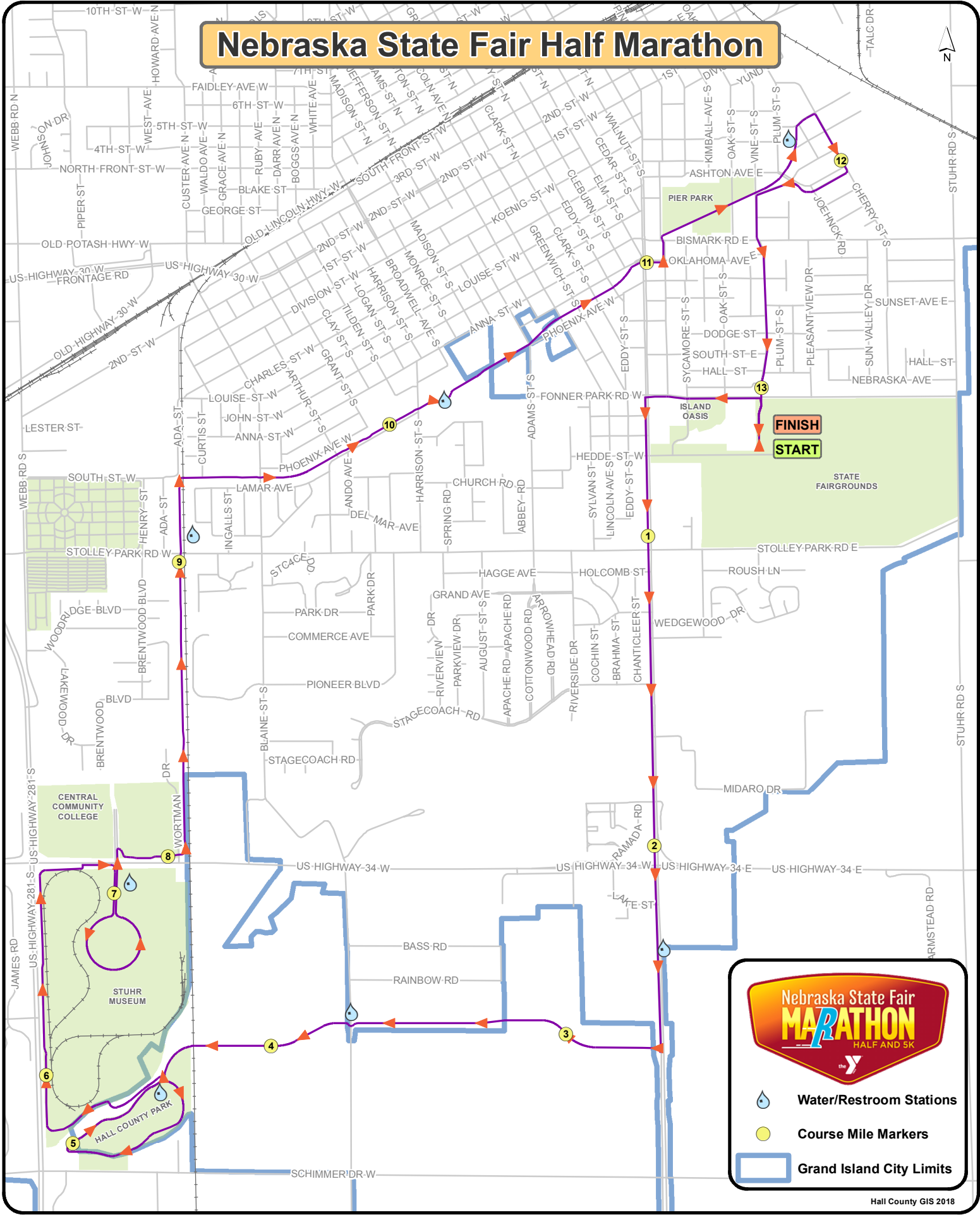
Move to approve the resolution.

# Nebraska State Fair Kids Fun Run



Hall County GIS 2018

# Nebraska State Fair Half Marathon





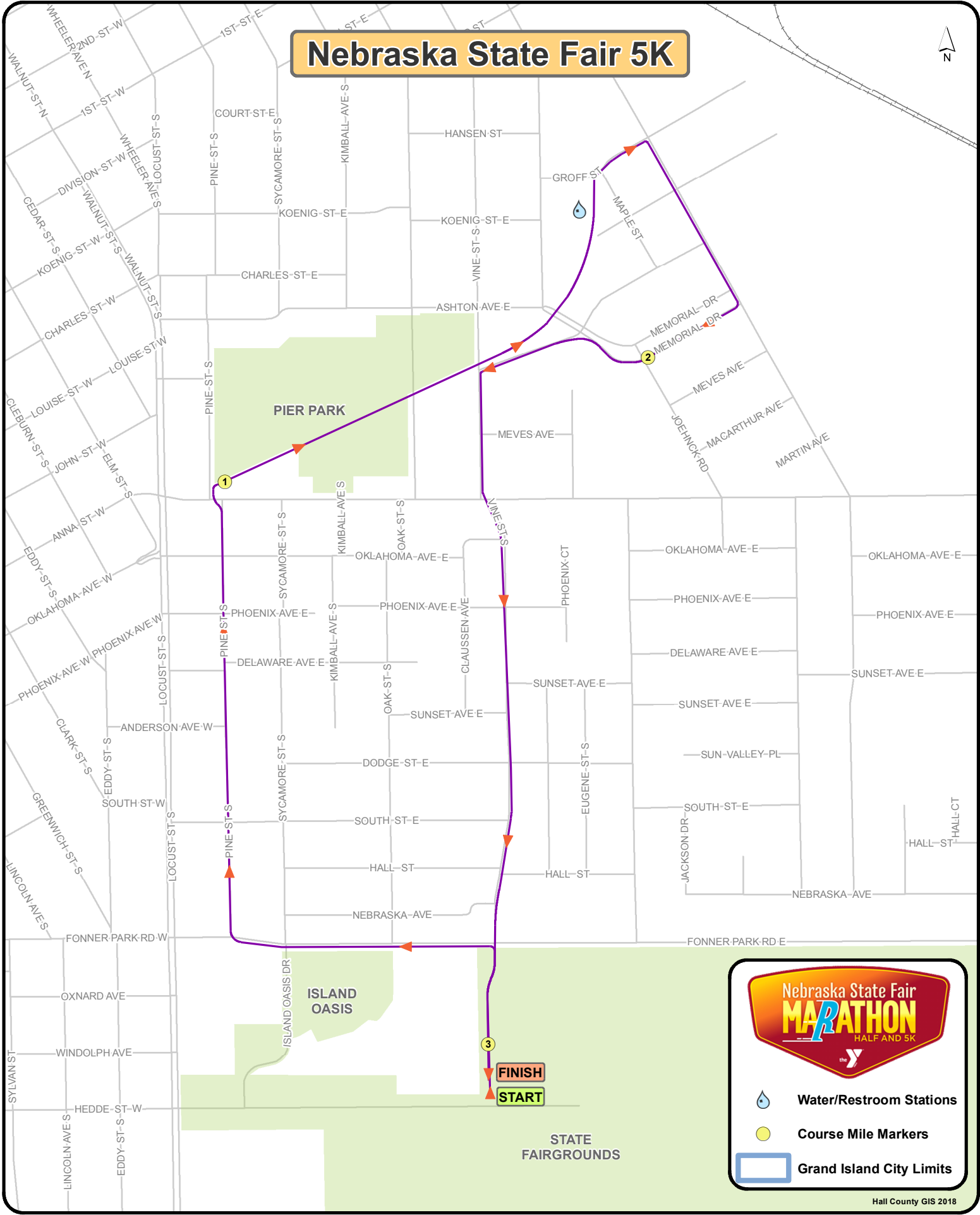
**Water/Restroom Stations**

**Course Mile Markers**

**Grand Island City Limits**

Hall County GIS 2018

# Nebraska State Fair 5K

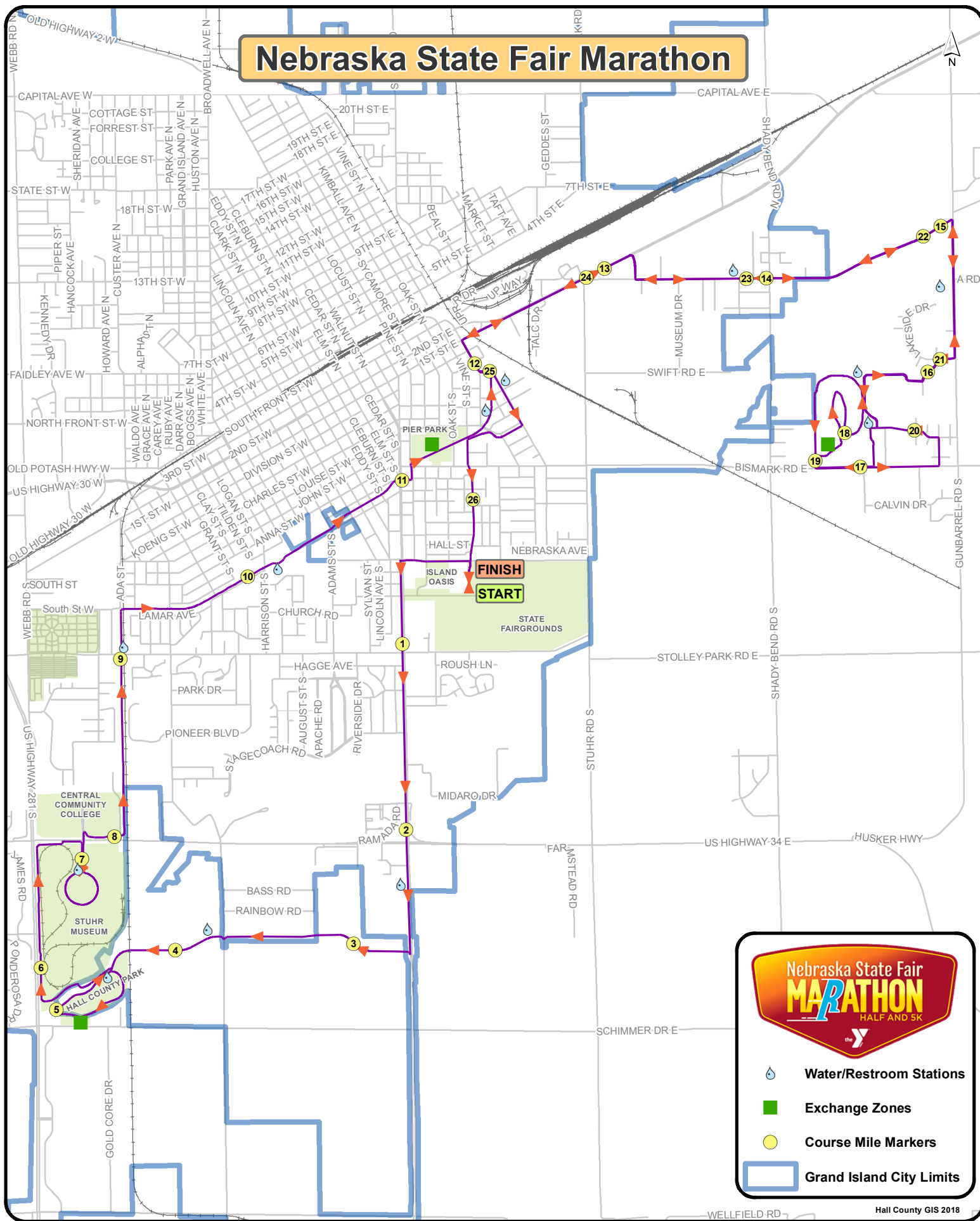


-  **Water/Restroom Stations**
-  **Course Mile Markers**
-  **Grand Island City Limits**

Hall County GIS 2018



# Nebraska State Fair Marathon



Hall County GIS 2018

RESOLUTION 2021-177

WHEREAS, the YMCA and Nebraska State Fair have proposed routes for the 2021 Nebraska State Fair Kids Fun Run, 5K, half marathon and full marathon routes; and

WHEREAS, the YMCA has worked with City and County departments in planning the marathon race routes and developed acceptable routes; and

WHEREAS, specific wording is required by the Nebraska Department of Transportation (NDOT) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the 2021 Nebraska State Fair Marathon to be held on August 28, 2021; and

WHEREAS, the route for the special event necessitates the usage of US Highway 34; crossing at Locust Street and Suhr Museum Entrance, and US Highway 30; Plum Street to Seedling Mile Access Road, Grand Island, Nebraska; and

WHEREAS, the special event will be held on August 28, 2021, with the control of US Highway 34 and US Highway 30 being assumed by the City at 6:00 am on August 28, 2021 and ending at 1:30 pm on August 28, 2021, at which time control of US Highway 34; crossing at Locust Street and Suhr Museum Entrance, and US Highway 30; Plum Street to Seedling Mile Access Road, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the 2021 Nebraska State Fair Marathon to be held on August 28, 2021 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Transportation (NDOT) shall be notified of the approved route and this Notice.

---

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-15

**#2021-178 - Approving Amendment No. 4 with HDR Engineering, Inc. for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation Consulting Services for Project No. 2017-WWTP-2**

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

# Council Agenda Memo

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** July 27, 2021

**Subject:** Approving Amendment No. 4 with HDR Engineering, Inc. for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation Consulting Services for Project No. 2017-WWTP-2

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

## Background

The Wastewater Laboratory and Administration building, which was designed in 1978, is located at 3013 East Swift Road. The 3,500 square foot building is the primary station for employees involved with management, accounting, laboratory and operations.

Over the 4 decades since the building was completed building, safety, and environmental regulations have increased, and become more stringent. Additionally, the plant operations have expanded with the growth of the City.

As part of assessing the Wastewater Division's ability to comply with existing and anticipated environmental regulations the lab was reviewed. Identified issues included:

- A Heating, Ventilation, and Air Conditioning (HVAC) system shared with the laboratory and rest of the building, posing a safety hazard.
- Lack of a fire suppression system.
- Outdated and/or marginally functional equipment.
- Limited physical space that will not be able to accommodate current and future needs.
- Electrical and mechanical limitations that must be expanded to handle needs and can be made more efficient.

When the investigation was expanded to the rest of the building it was determined that the electrical and mechanical systems also limited the operators work stations and that the physical space was insufficient for their needs. SCADA and other monitoring equipment are in need of updating.

The Solids Handling Building (Building 6) was constructed to allow the addition of a second floor. Engineering and Wastewater employees investigated moving some combination of the management, accounting, operations, and/or lab groups to this location, but the current costs of ADA compliance combined with the construction costs would make the price high relative to at grade construction. Additionally there are advantages to having these groups remain in proximity to each other, and located near the plant entrance.

The potential of building a new building to house the lab and operators was compared to building an addition (which would require temporary housing for some staff) to the existing building (which would still require some renovation). A new building would be less disruptive during construction, but the continuous benefits of maintaining proximity weighed in favor of adding to the existing building.

On June 13, 2017, via Resolution No. 2017-167, City Council approved an agreement between the City and HDR Engineering, Inc. of Omaha, Nebraska for consulting services to renovate the Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building, in the amount of \$57,000.00.

On December 12, 2017, via Resolution No. 2017-348, City Council approved Amendment No. 1 to the original agreement to add design development, final design, and bidding phase services. Such amendment resulted in an agreement increase of \$220,289.00, for a revised agreement amount of \$277,289.00.

On April 24, 2018, via Resolution No. 2018-112, City Council approved Amendment No. 2 to the original agreement to finalize plans for bidding purposes. The additional work addressed the building's water service, roof drainage, mechanical room issues, fiber connection, lab humidification, and small miscellaneous items. Such amendment resulted in an agreement increase of \$22,400.00, for a revised agreement amount of \$299,689.00.

On February 11, 2020, via Resolution No. 2020-38, City Council approved Amendment No. 3 to the original agreement to address asbestos abatement, rebidding and construction engineering services, resulting in an agreement increase of \$237,378.00, for a revised agreement amount of \$537,067.00.

Initial bids for construction were received on June 5, 2018 but were more than 10% over the engineer's estimate and therefore could not be accepted. At that point the project was reviewed with modifications made to address budget issues. The project was ultimately awarded to Sampson Construction Co., Inc. in the amount of \$3,454,000.00 through competitive bidding.

## **Discussion**

At this time Amendment No. 4 is requested to the original agreement, which allows for addressing final lab configuration, restroom modifications, and investigating benefits and feasibility of installing a Building UV Disinfection System for the Wastewater Treatment

Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2. Amendment No. 4 increases the agreement by \$13,800.00, for a revised agreement amount of \$550,867.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Amendment No. 4 to the agreement with HDR Engineering, Inc. of Omaha, Nebraska, for a revised consulting agreement amount of \$550,867.00 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2021-178

WHEREAS, on June 13, 2017, via Resolution No. 2017-167, City Council approved a consulting agreement between the City of Grand Island and HDR Engineering, Inc. of Omaha, Nebraska for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2, in the amount of \$57,000.00; and

WHEREAS, on December 12, 2017, via Resolution No. 2017-348, City Council approved Amendment No. 1 to the original agreement to add design development, final design, and bidding phase services, resulting in an agreement increase of \$220,289.00; and

WHEREAS, on April 24, 2018, via Resolution No. 2018-112, City Council approved Amendment No. 2 to the original agreement to finalize plans for bidding purposes, resulting in an agreement increase of \$22,400.00; and

WHEREAS, on February 11, 2020, via Resolution No. 2020-38, City Council approved Amendment No. 3 to the original agreement to address asbestos abatement, rebidding and construction engineering services, resulting in an agreement increase of \$237,378.00; and

WHEREAS, final lab configuration, restroom modifications, and investigation of benefits and feasibility of installation of a Building UV Disinfection System is necessary to complete such project; and

WHEREAS, such modifications to the original agreement are detailed in Amendment No. 4 and result in an agreement increase of \$13,800.00, for a revised agreement amount of \$550,867.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 4 to the original consulting agreement with HDR of Omaha, Nebraska for Wastewater Treatment Plant Laboratory and Administrative Building Renovation; Project No. 2017-WWTP-2 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-16

**#2021-179 - Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2022 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program**

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



# Council Agenda Memo

**From:** Andres Gomez, MPO Program Manager

**Meeting:** July 27, 2021

**Subject:** Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2022 Fiscal Year TRANSIT, Section 5305, 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.

## 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 2022. The agreement with the Department of Transportation is attached for reference.

The maximum Federal Transit Administration, Section 5305 Funding, is 80%, with a not to exceed amount of \$30,749.00 for FY 2022 (July 1, 2021 – June 30, 2022) eligible costs.

The local 20% funds would be the City's obligation not to exceed \$7,687.25 and can be part of inkind services (staff time & expenses).

## 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 Fiscal Year 2022 Transit Transportation Planning Program agreement.

### **Sample Motion**

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

RESOLUTION 2021-179

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2022 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, 2021, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$30,749.00 (80%) of 49 USC Section 5305 funds for Fiscal Year 2022; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$7,687.25 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Transportation for Fiscal Year 2022 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, 2021, 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 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-17

**#2021-180 - Approving JBS Trail Extension Construction**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director  
**Meeting:** July 27, 2021  
**Subject:** Approve Construction of JBS Trail Expansion  
**Presenter:** Todd McCoy, Parks and Recreation Director

## Background

JBS donated \$1,000,000 to the City of Grand Island to build a new playground at the Veteran's Sports Complex and extend the existing beltline hike/bike trail system. The funding for this project primarily comes from a recent JBS Hometown Strong initiative to support local communities.

The John Brownell Beltline Trail currently ends at Cherry Street in east Grand Island. The proposed new 10' wide concrete trail will be approximately one mile extending the existing trail east and ending at the JBS plant. The trail extension project is listed as a Phase I "Priority Trail" in the recent Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan because of its added safety, connectivity, and anticipated high use.

On November 10, 2020 City Council approved the design of the JBS extension trail.

## Discussion

In June the City advertised for bids to construct the expansion of the JBS connection trail.

Three bids were received to build the trail.

Diamond Engineering Co., Grand Island, NE	\$618,752.16
Myers Construction, Inc., Broken Bow, NE	\$814,141.20
Mid Plains Construction Co., Grand Island, NE	\$869,900.00

Staff recommends accepting the low bid from Diamond Engineering of Grand Island to construct the trail. The contract amount of \$618,752.16 will be paid primarily with the JBS donation. Costs above the donation amount (approximately \$85,000.00) will be covered with Food and Beverage Tax proceeds.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council approve the agreement with Diamond Engineering Co. of Grand Island, Nebraska to expand the trail east to JBS.

## **Sample Motion**

Move to approve the agreement with Diamond Engineering to construct the JBS trail in the amount of \$618,752.16.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** July 6, 2021 at 2:15 p.m.  
**FOR:** JBS Connector Trail  
**DEPARTMENT:** Parks and Recreation  
**ESTIMATE:** \$680,000.00  
**FUND/ACCOUNT:** 29544401-85490-30029  
**PUBLICATION DATE:** June 13, 2021  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Mid Plains Construc6ion Co.</u></b> Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None

<b>Bid Price:</b>		
<b>Paving et al:</b>	\$487,102.16	
<b>Lighting:</b>	\$131,650.00	
<b>Total Bid:</b>	\$618,752.16	\$869,900.00

<b>Bidder:</b>	<b><u>Myers Construction, Inc.</u></b> Broken Bow, NE
<b>Bid Security:</b>	United Fire & casualty Co.
<b>Exceptions:</b>	None

<b>Bid Price:</b>	
<b>Paving et al:</b>	\$676,036.20
<b>Lighting:</b>	\$138,105.00
<b>Total Bid:</b>	\$814,141.20

cc: Todd McCoy, Parks & Recreation Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director

**P2290**

RESOLUTION 2021-180

WHEREAS, the City of Grand Island invited sealed bids for the JBS Connector Trail according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on July 6, 2021, three (3) bids were received, opened and reviewed; and

WHEREAS, Diamond Engineering Co. from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$618,752.16; and

WHEREAS, such project will be funded through the JBS Donation Account and Food and Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Diamond Engineering Co. from Grand Island, Nebraska in the total amount of \$618,752.16 for the JBS Connector Trail is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney





# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-18

**#2021-181 - Approving Nebraska DOT Agreement to Construct Trail in State Right-of-Way**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** July 27, 2021

**Subject:** Approve Right of Way Agreement with NDOT for JBS Trail Expansion

**Presenter:** Todd McCoy, Parks and Recreation Director

## Background

JBS donated \$1,000,000 to the City of Grand Island to build a new playground at the Veteran's Sports Complex and extend the existing beltline hike/bike trail system. The funding for this project primarily comes from a recent JBS Hometown Strong initiative to support local communities.

The John Brownell Beltline Trail currently ends at Cherry Street in east Grand Island. The proposed new 10' wide concrete trail will be approximately one mile extending the existing trail east and ending at the JBS plant. The trail extension project is listed as a Phase I "Priority Trail" in the recent Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan because of its added safety, connectivity, and anticipated high use.

On November 10, 2020 City Council approved the design of the JBS extension trail.

On June 13, 2020 the City advertised for bids to construct the expansion of the JBS connection trail.

## Discussion

A major step for completing the JBS trail connection is to receive approval from the Nebraska Department of Transportation (NDOT) to complete the work in the right of way near Hwy 30. An agreement between the NDOT and City of Grand Island is required for the approval.

## Alternatives

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

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

### **Recommendation**

City Administration recommends that Council approves the agreement with the Nebraska Department of Transportation (NDOT) to construct a trail in the right of way of Hwy 30.

### **Sample Motion**

Move to approve the agreement with NDOT.

**TRAIL AGREEMENT**

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
CITY OF GRAND ISLAND  
JBS CONNECTOR TRAIL

**THIS AGREEMENT** is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, Municipality plans to construct a hike-bike trail along, US Highway 30 (US-30), a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A"; and

**WHEREAS**, the hike-bike trail is described generally as follows:  
The proposed JBS Connector Trail will include grading and surfacing of a new trail that starts at the intersection of Cherry Street and Sutherland Street, and terminates near the intersection of Stuhr Road and Swift Road, with a portion of the trail paralleling US-30 at the BNSF undercrossing. References in this Agreement to "Trail" or "Trail Project" include the trail, and all associated appurtenances.

**WHEREAS**, Neb. Rev. Stat. § 39-1359 requires State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Trail will be located along the south side of US-30 within the right-of-way, therefore Municipality is required to obtain a permit to occupy the right-of-way for Trail; and

**WHEREAS**, pursuant to Neb. Rev. Stat. §39-1339 Municipality shall be responsible for the maintenance of the Trail; and

**WHEREAS**, Municipality is willing to obtain and maintain in force insurance in the amounts required herein by State, or at least prove to State that Trail has been added to the areas covered by Municipality existing liability insurance coverage, for at least the part of the Trail located on or over the State highways; and

**WHEREAS**, Municipality is agreeable to being solely responsible for all costs and liability for the design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, or removal of the Trail; and

JBS Trail Connection  
City of Grand Island  
Template T-AGR-14 (dated 8-6-19)

**WHEREAS**, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

**WHEREAS**, State is willing to permit the Municipality's work on and occupation of State's property so long as that work is completed at no cost or liability to State, and

**WHEREAS**, Municipality concurs that the future State roadway improvements and maintenance activities may adversely impact Trail and that all work to design, remove, relocate, construct, reconstruct, inspect, operate, repair or maintain Trail to accommodate State's work shall be accomplished solely at Municipality's cost, and

**WHEREAS**, the Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "B", and incorporated herein by this reference.

**NOW THEREFORE**, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

**SECTION 1. DURATION OF THE AGREEMENT**

- 1.1 *Effective Date*** -This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 *Renewal, Extension or Amendment*** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** – The duration of this Agreement and the State's Permit to Occupy the State's right-of-way shall be twenty five years from the date of execution of the Agreement. At the completion of the twenty five year term, renewal for an additional twenty five year term shall be automatic unless the State notifies the Municipality one calendar year in advance of the end of the initial twenty five year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty five year term, this Agreement will terminate unless extended by supplemental agreement. The duration of this Agreement is subject to the State's right to reconstruct US-30 as described elsewhere in this Agreement.

**1.5 Termination** - Further, State reserves the right to terminate the Agreement as provided herein.

**SECTION 2. DESCRIPTION OF THE PROJECT**

Municipality plans to construct a hike-bike trail, a part of which will be constructed on State’s right-of-way, at the location shown on Exhibit "A", attached and incorporated herein by this reference. The project includes a trail that will occupy State right-of-way parallel to Highway US-30. The Trail will occupy State’s right-of-way from approximately State R.P. 315.90 to R.P. 315.95. References in this Agreement to “Trail” or “Trail Project” include the trail and all associated appurtenances.

**SECTION 3. NO COST TO STATE**

Parties expressly agree that this Agreement is executed for the benefit of Municipality and that the parties intend that all costs and liability for the design, construction, inspection, maintenance, operation, repair, reconstruction, and for the removal of the Trail and restoration of State property will be the sole responsibility of Municipality; and, except as expressly provided herein; shall be accomplished at no cost to State.

**SECTION 4. FUNDING FOR TRAIL**

Parties agree Municipality may seek Federal funding for the Trail. Nothing in this Agreement is intended to make the Municipality ineligible for such funding.

**SECTION 5. PLANS PREPARATION**

Municipality will prepare, or cause plans to be prepared for Municipality’s Trail project. Municipality will design Trail to accommodate the existing highway drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State’s highway drainage facilities. Municipality will, at Municipality’s sole expense, design, construct and inspect the construction of Trail. Further, Municipality will design, construct, operate, inspect, repair and maintain Trail to conform to federal and state law and rule and regulation concerning accommodation of the disabled. Municipality will, at Municipality’s sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Trail and restore State’s property. When the plans for Trail are completed, Municipality will submit final plans and specifications to State for State’s review. These plans shall include, but not be limited to, work zone traffic control, grading, structures, surfacing, drainage and erosion control work.

**SECTION 6. PERMIT TO OCCUPY STATE’S RIGHT-OF-WAY**

Municipality will submit to State an application for a permit to perform work on State’s right-of-way and to occupy State’s right-of-way including final plans for the Trail to State for review through State’s right-of-way permit process prior to work occurring on State’s right of way. Municipality will conduct no construction work on State’s right-of-way prior to State issuing a permit to Work on and Occupy State’s right-of-way. In the event provisions of this Agreement conflict with provisions of State’s permit to occupy the State’s right-of-way, the provisions of this Agreement shall govern. Terms of the permit(s) that are not affected by the terms of this Agreement will remain in full force and effect.

**SECTION 7. CONTRACT LETTING AND CONTRACTOR INSURANCE**

The Municipality will use a competitive bidding process to let to contract the work contemplated under this Agreement. Municipality shall require a performance and payment bond of its contractor in the amount of the bid and in the form set out on Exhibit “C” attached and hereby incorporated in this Agreement. The construction contract will be between Municipality and its selected construction contractor. State requires that Municipality contractor obtain and maintain in force for the life of Municipality contract insurance coverage meeting the requirements of Exhibit “D” attached and hereby incorporated in this Agreement. Contract bids from contractors who do not provide evidence of meeting the requirements of Exhibit “D” shall not be considered.

**SECTION 8. CONSTRUCTION**

Municipality will complete all aspects of Trail construction at its sole cost. State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State’s cost. A decision on the part of State to inspect or not to inspect Municipality’s work during the course of construction does not relieve Municipality of the responsibility to complete the work in accordance with the agreements of the Parties. Municipality shall blend the Trail project into State’s existing highway property, as shown in the final plans. Municipality shall require its contractor to finish, restore, seed and properly finish the project so that the disturbed areas are restored consistent with the rest of the State’s property.

## **SECTION 9. PROFESSIONAL SERVICES**

The professional **design** services for work to be constructed on State's right-of-way under this Agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska ("Consultant"). Review by State of the plans and specifications and the issuing of a permit to construct the Trail does not constitute a waiver of liability. In the event the professional **construction engineering** services for work to be constructed on State's right-of-way under this Agreement are not completed by State on behalf of Municipality, Municipality shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Trail does not constitute a waiver of liability.

## **SECTION 10. PROFESSIONAL PERFORMANCE**

State will rely on the professional performance and ability of Municipality. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve Municipality from any liability or expense that would be connected with Municipality's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Municipality pursuant to this Agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from Municipality, damages that are caused by the Municipality due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Municipality the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, Municipality shall make such revisions without expense to State. The Municipality's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the Municipality will be borne by Municipality without liability or expense to State.



## **SECTION 11. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA**

The Parties understand that portions of the Trail will be located on State's highway right-of-way and that the highways are subject to future roadway work which may adversely impact Trail. This Agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State.

The Parties further agree that all Trail work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of State's highway will be accomplished at Municipality's sole expense. Municipality is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. Municipality agrees that any work required to satisfy the requirements of NEPA related to Trail on State's right-of-way will be accomplished at the sole financial responsibility of Municipality.

## **SECTION 12. INDEMNIFICATION AND MUNICIPALITY INSURANCE**

### **12.1 INDEMNIFICATION**

- 12.1.1 Municipality shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement.
- 12.1.2 State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting therefrom, that is caused in whole or in part, either directly or indirectly, by Municipality or any Municipality agents or representatives.
- 12.1.3 Municipality further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by Municipality or its agent, or anyone contracting with Municipality for such hereunder. State shall not be liable in any manner to any person or entity for any claim, demand, suit,

action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Trail or the security of persons using the Trail and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by Municipality or any of Municipality agents or representatives.

**12.2 MUNICIPALITY INSURANCE** For the duration of this Agreement, Municipality shall either be self-insured or carry at least the insurance required on Exhibit "E", attached and incorporated herein by this reference. Municipality's insurance must specifically provide coverage for the Trail and the area of State property occupied by the Trail.

### **SECTION 13. TRAIL OWNERSHIP AND OPERATION RESPONSIBILITIES**

- 13.1 Municipality shall be the owner of the part of the Trail that is located on State's property. State grants to Municipality, upon the issuance of a State permit, the right to construct, occupy, operate, inspect, repair, reconstruct (when necessary) and maintain its Trail on State's property. Municipality agrees, at no cost to the State, to be solely responsible for the operation (including security of Trail users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Trail to its as-constructed condition.
- 13.2 Municipality is also responsible for damage to Trail caused by vehicle crashes, vandalism, or other acts or omissions. Municipality further agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Trail. Municipality shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Trail. Permission to use State's right-of-way to perform maintenance of the Trail is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

### **SECTION 14. PROTECTION OF UTILITIES**

Municipality will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of Municipality under this Agreement.

## **SECTION 15. NOTICE TO STATE**

The Municipality will notify the Office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- 15.1 Forty-eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- 15.2 Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- 15.3 Upon completion of the construction.

## **SECTION 16. ADDITIONAL MUNICIPALITY DUTIES**

The Municipality further agrees:

- 16.1 To complete the construction of the Trail according to the plans and specifications reviewed by State.
- 16.2 To present for review by State any changes to the reviewed construction plans prior to initiating the change.
- 16.3 To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- 16.4 To notify in writing State's Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- 16.5 That State retains the authority to make future changes to State's highway including changes to Municipality's Trail as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate State's highway, must change the Trail, Municipality shall be solely responsible for the design, modification or reconstruction of Municipality's Trail, or the cost thereof, to accommodate State's highway changes and for temporary construction to allow the State's work to progress. The Municipality will be responsible for any damages to State resulting from the delay in completing a highway improvement, including but not limited to:
  - (i) further deterioration of the roadway or its appurtenances, and
  - (ii) inflation in the cost of a highway improvement, and

(iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for Municipality to relocate Trail, Municipality will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of State's highway. The Municipality will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Trail.

- 16.6 To be solely responsible for any claims, damages, or lawsuits related to the operation of the Trail constructed as a part of Municipality's project.
- 16.7 Municipality shall be responsible for the part of the Trail crossing at grade, over and along the Highway as if Municipality owned the land on which Trail is located.

#### **SECTION 17. ADDITIONAL STATE DUTIES**

State agrees:

- 17.1 To retain responsibility for the future design, construction, reconstruction, maintenance and operation of the State's highway.
- 17.2 To review the plans and permit application and, if appropriate, to issue a permit to construct, operate, repair, maintain, reconstruct and, if necessary, remove the Trail along State's highway.
- 17.3 To respond in a timely manner to requests for review of plan changes and reviews of the work.
- 17.4 To notify Municipality one year in advance of construction of a project that may require reconstruction of a part or whole of Trail.

#### **SECTION 18. TERMINATION OF AGREEMENT**

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- 18.1 Municipality abandons Trail. For the purpose of this Agreement, "Abandon" shall be considered to occur in the event of any of the following:
  - 18.1.1 Municipality notifies State that it is abandoning Trail.

- 18.1.2 Municipality fails to maintain in effect the insurance required by this Agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
- 18.1.3 Municipality fails to design and construct Trail within three (3) years of the execution of this Agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.4 Municipality fails to maintain, operate, repair, or restore Trail and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.5 Municipality fails to, if necessary, reconstruct Trail within three (3) years following the removal of the Trail or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.6 Other than specifically provided in this section, Municipality fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality

commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.

- 18.1.7 Municipality fails to make adjustments to Trail as necessary to provide for State's design, operation, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.2 Municipality's Trail adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and appurtenances thereto.
- 18.3 Municipality fails to construct Trail in accordance with the approved plans and State's permit.
- 18.4 Municipality fails to follow the contracting provisions required by this Agreement.
- 18.5 State or Federal law, rule or regulation effects a change in the statutory environment which renders this Agreement or parts thereof void.
- 18.6 State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this Agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to Municipality a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and peaceably surrender the premises to State.

In the event Municipality does not so surrender the premises, State may enter upon the same by due process of law and expel Municipality and repossess and enjoy the premises as though the Term had expired; provided, however, that nothing in this Agreement shall preclude Municipality from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event,

JBS Trail Connection  
City of Grand Island

Page 11 of 14  
Agreement No. XL2119

Municipality shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply and State will be entitled to the possession of the premises when the reconstruction of State's highway requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, Municipality may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and then peaceably surrender the premises to State.

**SECTION 19. COMPLIANCE WITH LAW**

The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this Agreement or not disclosed or addressed in this Agreement shall be the responsibility of the Municipality and such compliance shall be accomplished at no cost to the State.

**SECTION 20. NOT A JOINT VENTURE**

The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

**SECTION 21. RESTORATION OF STATE'S RIGHT-OF-WAY**

Municipality shall remove Trail and restore State's right-of-way to its pre-existing condition (1) at the end of the term of the Agreement, (2) in the event the Trail is abandoned by Municipality or, (3) State or Municipality terminates this Agreement. In the event Municipality fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at Municipality's sole expense. Municipality shall reimburse State for all costs associated with the performance of this work.

**SECTION 22. NOT A WAIVER OF IMMUNITY.**

The Parties intend that, to the maximum extent permitted by law, this Agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. § 13-910) or the State Tort Claims Act (Neb. Rev. Stat. § 81-8,219).

**SECTION 23. FAIR EMPLOYMENT PRACTICES ACT**

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

**SECTION 24. ENTIRE AGREEMENT**

This Agreement, supplements hereto, and any permit to occupy State's right-of-way constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained in these instruments, and these instruments supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

*[Remainder of Page Intentionally Left Blank]*



**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:  
RaNae Edwards

City of Grand Island  
Roger Steele

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Michael H. Owen, P.E.

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Wesley Wahgren, P.E.

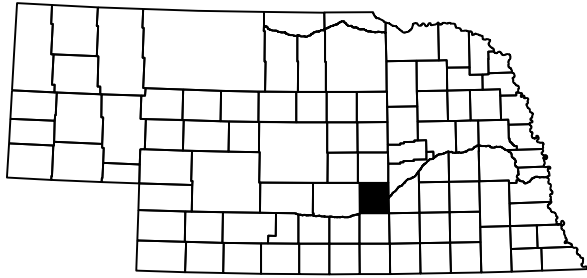
\_\_\_\_\_  
District 4 Engineer      Date

JBS Trail Connection  
City of Grand Island

Page 14 of 14  
Agreement No. XL2119

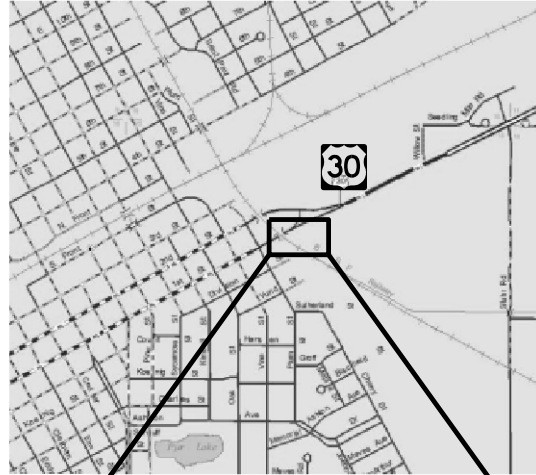
# HWY. 30 - JBS CONNECTOR TRAIL IN GRAND ISLAND

HALL COUNTY  
NEBRASKA

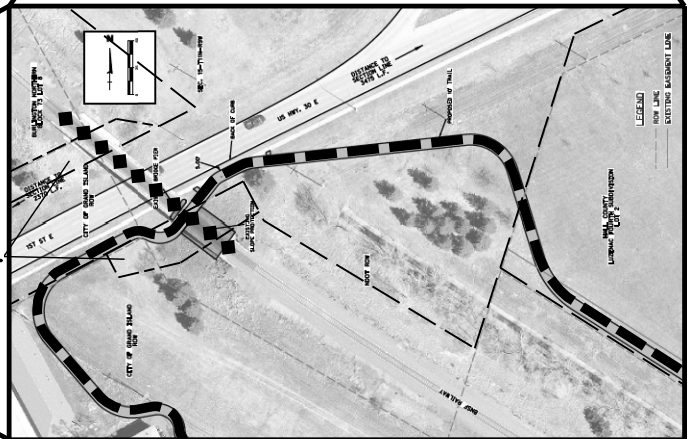


## LEGEND

- TRAIL
- BRIDGE (BNSF)
- NDOT ROW
- PERM. EASEMENT



NDOT  
PERM.  
EASE.  
FROM  
BURL.  
NORTH.



# EXHIBIT "A"

RESOLUTION 2021-181

WHEREAS, the City of Grand Island invited sealed bids for the JBS Connector Trail construction; and

WHEREAS, a major step for completing the JBS Connector Trail is to receive approval from the Nebraska Department of Transportation (NDOT) to complete work in the right of way near Hwy 30; and

WHEREAS, the City of Grand Island and the Nebraska Department of Transportation (NDOT) wish to enter into a Trail Agreement to construct a trail in the right of way of Hwy 30; and

WHEREAS, City funding costs will be paid through the JBS Donation account and Food and Beverage funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to sign the attached Trail Agreement between the City of Grand Island and the Nebraska Department of Transportation (NDOT).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-19

### **#2021-182 - Approving 2021-2022 Community Development Block Grant Annual Action Plan**

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

Staff Contact: Amber Alvidrez

RESOLUTION 2021-182

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

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

WHEREAS, all grantees are required to develop a Consolidated Plan and Annual Action Plan that list community priorities and funding allocations; and

WHEREAS, the Community Development Division is required to develop and submit an Annual Action Plan with the required certifications and documentation to serve under the Entitlement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts the Community Development Block Grant, 2021 Annual Action Plan; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-20

**#2021-183 - Approving 2021 Police Department Justice Assistance Grant (JAG) Application and MOU**

Staff Contact: Robert Falldorf, Police Chief

# Council Agenda Memo

**From:** Chief Robert Falldorf, Police Department

**Meeting:** July 27, 2021

**Subject:** Edward Byrne Memorial Justice Assistance Grant (JAG) 2021

**Presenter(s):** Robert Falldorf, Chief of Police

## Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2021. The total award for Grand Island-Hall County is in the amount of \$35,909.00. The monies may be spent over a three-year period. The Grand Island Police Department will serve as the fiscal agency on this grant and must submit an application for the funds.

The Hall County Sheriff's Department is a disparate agency and will receive twenty-five percent of the award totals. The grant will be shared; \$8,978.00 to the Hall County Sheriff's Department and \$26,931.00 to the Grand Island Police Department.

The Department of Justice requires that recipient agencies identify how the funds will be used. The Police Department will use the funds to support our computing systems in our patrol fleet as we have done for several years. The Sheriff's Department will use their funds for digital camera equipment.

## Discussion

There is a requirement that the applicant agency (Grand Island Police Department) make the Justice Assistance Grant (JAG) application available for review by the governing body.

There is a federal mandate that requires a public review regarding the application process and disbursement of the JAG funds. This agenda item serves as the federal mandate.

The grant requires an MOU between the applicant (City of Grand Island) and any disparate agencies (Hall County). By definition, Hall County is a disparate agency eligible for funds.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the application and suggested disbursement as presented and the MOU.

## **Sample Motion**

Move to approve the application and suggested disbursement of Justice Assistance Grant funding and the MOU between the City of Grand Island and Hall County.



Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
		<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> 07/15/2021	<b>4. Applicant Identifier:</b> _____	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> _____	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> NE _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Grand Island Police Department		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 47-6006205	<b>* c. Organizational DUNS:</b> 0409196070000	
<b>d. Address:</b>		
<b>* Street1:</b> 111 Public Safety Dr.	_____	
<b>Street2:</b>	_____	
<b>* City:</b> Grand Island	_____	
<b>County/Parish:</b> Nebraska	_____	
<b>* State:</b> NE: Nebraska	_____	
<b>Province:</b>	_____	
<b>* Country:</b> USA: UNITED STATES	_____	
<b>* Zip / Postal Code:</b> 68801-8510	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> City of Grand Island	<b>Division Name:</b> Police Department	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> James	_____
<b>Middle Name:</b>	_____	
<b>* Last Name:</b> Duering	_____	
<b>Suffix:</b>	_____	
<b>Title:</b> Captain	_____	
<b>Organizational Affiliation:</b> Grand Island Police Department		
<b>* Telephone Number:</b> 308-385-5400	<b>Fax Number:</b> 308-385-5398	_____
<b>* Email:</b> jduering@gipolice.org		

Tracking Number:GRANT13425318

Funding Opportunity Number:O-BA-2021-35004 Received Date:Jul 15, 2021 03:22:17 PM EDT

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

**\* 12. Funding Opportunity Number:**

O-BJA-2021-35004

\* Title:

BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**13. Competition Identification Number:**

C-BJA-2021-00150-PROD

Title:

Category 2 - Applicants with eligible allocation amounts of \$25,000 or more

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

1234-geographicareasworksheet complete.pdf

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

MDT and related GIPD JAG Funds, Cameras and related HCSO JAG Funds

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="35,909.00"/>
* b. Applicant	<input type="text" value="21,088.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="56,997.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on  .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

Justice Assistance Grant  
Program Narrative  
FUNDING OPPORTUNITY #O-BJA-2021-35004

City of Grand Island

Grant Period: 10/1/2021 to 9/30/2024

Program #1: Law Enforcement Equipment Purchase – City of Grand Island, Police Department.

The City of Grand Island is proposing to purchase equipment for use in by the Grand Island Police Department to improve effectiveness and safety. The equipment we are looking at purchasing in car computers, specifically the Dell Rugged Extreme laptops or comparable replacement.

In car computer systems are a vital part of the investigative tools used by officers on the street as well as used for Computer Aided Dispatch. They have their obvious uses by the officers as a means of dispatch, but they can also review local and state databases including driver's licenses and vehicle registration information. Having such information available will also allow them to quickly identify potential suspects, obtain critical information about the person the officers are dealing with, and having access to the combined city/county report database.

Additionally, these systems help us monitor and communicate crime data and trends to further our data driven policing initiatives. Having access to our own database and being able to complete reports in the field saves time, money, and resources. This is a benefit to the officers and the citizens of Grand Island, Hall County.

We are currently in the process of updating the in car computer systems and have a portion of the 30 cars in the fleet updated and operational. The JAG funds will be used to help purchase some of the remaining 13 in-car computer systems we still need to update all patrol fleet vehicles. These computers will be purchased within the operational grant period but most likely by September 30<sup>th</sup>, 2023.

Funds will also be used to purchase Watch Guard or comparable In-car Digital Camera Systems to supplement or replace aging equipment in newly purchased units or units currently in use but lacking function and update.

All purchases will be made using the qualified state bid or through procurement and competitive pricing.

<b>Equipment Federal Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Dell Latitude Semi-rugged laptops (in-whole)	7	\$3335.00	\$23,345.00
Dell Latitude Semi-rugged laptop (in-part)	1	\$44.00	\$44.00
Dell Docking Station	7	\$506.00	\$3542.00
<b>FEDERAL TOTAL:</b>			<b>\$26,931.00</b>

<b>Equipment Non-Federal Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Dell Latitude Semi-rugged laptops (in-part)	1	\$3291.00	\$3291.00
Dell Latitude Semi-rugged laptops (in-whole)	5	\$3335.00	\$16,675.00
<b>NON-FEDERAL TOTAL:</b>			<b>\$19,966.00</b>

The City of Grand Island is proposing to allocate 25% of the total grant to the Hall County Sheriff's Department, who proposes the purchase of police equipment to improve effectiveness and safety.

Program #2: Law Enforcement Equipment Purchase – Hall County Sheriff's Department (Disparate Agency). The Hall County Sheriff's Office has identified the need for new digital cameras for the documentation of crime scenes. These cameras will replace old units that are not up to current standards.

Specifically they are looking at Canon Rebel T7 Cameras with 55mm lens and 32GB SD card.

If funds remain, they would be used for software, hardware, and accessories to assist in mobile policing, processing digital evidence or deployment of digital resources in the field such as MDT's, photo / video software, protective gear, photographic equipment, etc.

<b>Equipment Federal Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Canon Rebel T7 Camera Bundle	14	\$550.00	\$7700.00
Camera Accessories, Software, and Computer Hardware (in-part)	12	\$106.50	\$1278.00
<b>FEDERAL TOTAL:</b>			<b>\$8978.00</b>

<b>Equipment Non-Federal Item</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Camera Accessories, Software, and Computer Hardware (in-part)	12	\$93.50	\$1122.00
<b>NON-FEDERAL TOTAL:</b>			<b>\$1122.00</b>

**Edward Byrne Memorial Justice Assistance Grant Program  
Application #O-BJA-2021-35004  
CFDA Number: 16.738**

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA  
AND COUNTY OF HALL, NEBRASKA

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 27<sup>th</sup> day of July, 2021, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

**WHEREAS**, the City and County may apply for a direct award from the Justice Assistance Grant Program in the amount of \$35,909.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

**WHEREAS**, each governing body, in performing governmental functions or in paying the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or function under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY 25% of the award, \$8,978.00 from the \$35,909.00 JAG award: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of 25% (to the nearest dollar the amount of \$8,978.00 of the 2021 JAG funds of \$35,909.00.

CFDA NUMBER: 16.738      Application #O-BJA-2021-35004

**Section 2.**

COUNTY agrees to use the \$8,978.00 of the 2021 JAG funds by 9-30-2023.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA      COUNTY OF HALL, NEBRASKA

\_\_\_\_\_  
Mayor                      date:

\_\_\_\_\_  
Board Chairperson                      date:

ATTEST:

\_\_\_\_\_  
City Clerk                      date:

\_\_\_\_\_  
County Clerk                      date:



RESOLUTION 2021-183

WHEREAS, the Grand Island Police Department has received notification that they are eligible to apply for \$35,909.00 in grant funds under the 2021 Byrne Justice Assistance Grant (JAG) Program and the Hall County Sheriff's Department has been named as a disparate agency; and

WHEREAS the Grand Island Police Department as the applicant will act as the fiscal agent; and

WHEREAS, the Grand Island Police Department will be allocated \$26,931.00 of the grant funds; and

WHEREAS the Hall County Sheriff's Department will be allocated \$8,978.00 of the grant funds; and

WHEREAS, government review and public review is required to discuss the proposed use of such funds; and

WHEREAS, a memorandum of understanding between the City of Grand Island and Hall County is required as part of the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to enter into a memorandum of understanding (MOU) with Hall County for the application of 2021 Justice Assistance Grant (JAG) funding.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item G-21

**#2021-184 - Approving Change Order No. 1 for Tri-City Drug and Safe Streets Task Force (TCDSSTF) New Location Office Set Up.**

Staff Contact: Robert Falldorf, Police Chief

# Council Agenda Memo

**From:** Robert Falldorf, Police Chief

**Meeting:** July 27, 2021

**Subject:** Change Order No. 1 for Tri-City Drug and Safe Streets Task Force (TCDSSTF) New Location Office Set Up

**Presenter(s):** Robert Falldorf, Police Chief

## Background

The City of Grand Island acts as the fiduciary for the Tri-City Drug and Safe Streets Task Force (TCDSSTF). As such, purchases are subject to City of Grand Island Purchasing regulations, even though said purchases are funded through Asset Forfeiture, the United States Attorney's Office, and the Federal Bureau of Investigations.

These purchases are in relation to the building and up-fitting of the new TCDSSTF offsite office location.

## Discussion

On the date of June 8, 2021, the Grand Island City Council approved a bid and contract for \$62,498.00 for Stump Construction for construction labor and materials for the Tri-City Drug and Safe Streets Task Force (TCDSSTF) new building location office set up.

After Stump Construction started their work, it was determined additional supplies and labor would be needed for completion of the project for \$15,618.55. As was the case with the initial bid and contract award these costs of \$15,618.55 will be funded through Asset Forfeiture funds, the United States Attorney's Office and the Federal Bureau of Investigations and City of Grand Island General Fund money will not be used on the project.

## Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Change Order No. 1 for \$15,618.55 payable to Stump Construction for construction labor and materials for the Tri-City Drug and Safe Streets Task Force (TCDSSTF) new building location office set up.

### **Sample Motion**

Move to approve the Change Order No. 1 for \$15,618.55 payable to Stump Construction for construction labor and materials for the Tri-City Drug and Safe Streets Task Force (TCDSSTF) new building location office set up.

Stump Construction Inc  
 1604 W North Front St  
 Grand Island NE 68803  
 308-379-9071



<b>Bill To</b>
Tri-Cities Group

<b>Date</b>	<b>Invoice #</b>
5/24/2021	51

## Invoice

Description	Amount
New fire door into the south shop (Existing door is broken at the top hinge)	2,575.60
Added carpet in the front area	5,556.28
Added LVT in the bathrooms	
Added Vinyl base	
New toilets, lavatory and a urinal	2,890.07
Removed fixtures and capped plumbing in shop bathroom	
Painted bathrooms and partitions	661.00
Wiring for powered gate	3,935.60
Wiring for 2 circuits for computer equipment	
2 ceiling fans	
<b>Total</b>	<b>\$15,618.55</b>

RESOLUTION 2021-184

WHEREAS, The City of Grand Island acts as the fiduciary for the Tri-City Drug and Safe Streets Task Force (TCDSSTF); and

WHEREAS, The Grand Island City Council approved a bid and contract on June 8, 2021 in the amount of \$62,498.00 payable to Stump Construction for construction and labor costs for the TCDSSTF new location office set up; and

WHEREAS, After construction was started by Stump Construction it was determined that additional work and supplies would be needed by Stump Construction in the amount of \$15,618.55 resulting in Change Order No. 1 for the project, and

WHEREAS, These costs will be covered by funding through Asset Forfeiture, the United States Attorney's Office, and the Federal Bureau of Investigations.

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

To approve Change Order No. 1 in the amount of \$15,618.55 payable to Stump Construction for additional work and supplies on the TCDSSTF new location office set up.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
July 23, 2021	☐ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item I-1

**#2021-185 - Consideration of Approving Proposed Blighted and Substandard Area 33 for approximately 210 Acres located West of Prairie Road North of Husker Highway (Innate Development, LLC)**

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

Staff Contact: Chad Nabity

RESOLUTION 2021-185

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Innate Development LLC has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 33; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, such study was presented to the Grand Island City Council on May 21, 2021, and

WHEREAS, on May 21, 2021, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its July 7 2021 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on July 27, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 33 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney





# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item I-2

### **#2021-186 - Consideration of Approving Inclusive Playground Project Donated at Ryder Park**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** July 27, 2021

**Subject:** Consideration of Inclusive Playground Project to be Donated at Ryder Park

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

## Background

The City was approached by students and staff from the Central Community College Occupational Therapy Class with the idea of raising funds to building a new community inclusive playground. After much discussion and excitement generated from community leaders, City staff, and the Community Foundation, the decision was made to move forward to raise money for the project proposed at Ryder Park. The location was chosen because Ryder Park is centrally located, has good access to parking and restrooms, and has potential to benefit from future park developments.

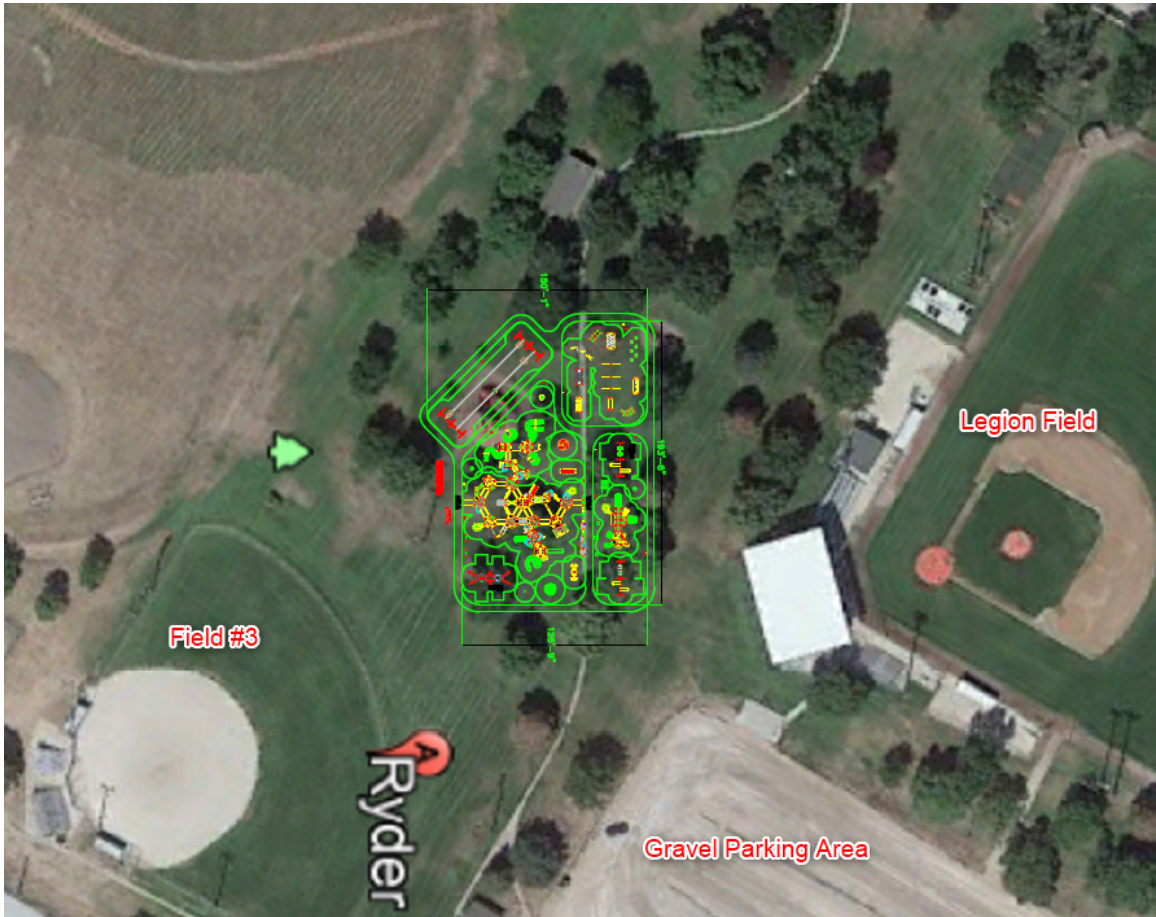
## Discussion

The new playground is designed to be handicap accessible and serve children with a wide range of ability levels. The playground is anticipated to cost over \$1 million and be completely funded with private donations. Part of the fundraising plan is to include approximately \$250,000 endowment to cover annual cost maintenance of the equipment.

Park bathrooms and parking improvements are not essential or part of the current fundraising plan; however, as fundraising for the playground progresses the City may want to prioritize these updates to complement the new development.

With City Council approval it is anticipated that the group will begin work immediately to raise funds for the project. If fundraising goals can be met the project is anticipated to be complete in 2023.

Although the improvement will be funded privately, the City will have final approval of design and equipment prior to installation. Upon completion of the project the City will be responsible for maintaining the improvement.







## Alternatives

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

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

## Recommendation

City Administration recommends that the City Council approve the resolution to authorize a donated playground to be constructed in Ryder Park so that private funds can be raised for the project.

## Sample Motion

Move to approve the resolution authorizing a donated playground to be constructed in Ryder Park.

RESOLUTION 2021-186

WHEREAS, the City was approached by students and staff from Central Community College Occupational Therapy Class with the idea of raising funds to build a new community inclusive playground in Ryder Park; and

WHEREAS, the new playground is designed to be handicap accessible and serve children with a wide range of ability levels; and

WHEREAS, the playground is anticipated to cost over \$1 million dollars and completely be funded with private donations. Part of the fundraising plan is to include approximately \$250,000 in an endowment fund to cover annual maintenance cost of equipment and upkeep were upon completion of the project the City will be responsible for maintaining the improvement; and

WHEREAS, the City will have final approval of design and equipment prior to installation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council approve their request to move forward with the fundraising project to build a new community inclusive playground in Ryder Park.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item I-3

**#2021-187 - Consideration of Approving MOU with the Grand Island Children's Museum, Inc.**

Staff Contact: Jerry Janulewicz

## **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** July 27, 2021

**Subject:** MOU for Option to Lease; Grand Island Children’s Museum, Inc.

**Presenter(s):** Jerry Janulewicz, City Administrator

### **Background**

Grand Island Children’s Museum, Inc. (the “Museum”) is seeking to establish a Children’s Museum in Grand Island. After a search of properties in Grand Island, the Museum determined that the City-owned former Nebraska Guard Amory Building on Old Potash Highway would be an excellent location for such a facility. Late in 2019, members of the Museum contacted the city administration and expressed an interest in purchasing the property from the City. As a result of this contact, the property was appraised by Hendricksen Appraisal in preparation for negotiations for a sale of the property. However, no further discussion was had in 2020 due to the pandemic which interfered with the Museum’s fundraising.

The Museum recently contacted the city and indicated a desire to acquire an option to rent the building at a nominal annual rental amount. In addition to the nominal rent, the Museum would be required complete substantial capital improvements to the building, such as new HVAC and upgrades to the electric, and other building systems as needed to adapt it for use as a children’s museum. The Museum is currently seeking grants, donations, and pledges for the project. The Museum is requesting City Council approval of a non-binding Memorandum of Understanding for an option to lease the building and grounds. If approved, City staff would enter into discussions with the Museum for development of a formal option to lease and lease. Any such agreement would be brought back before the City Council for approval.

The building and land was purchased by the City in June of 2018 for \$459,900. The City’s Parks and Recreation Department currently uses the building for equipment storage.

### **Discussion**

The Museum seeks City Council approval of a non-binding MOU as a preliminary step for the development of a formal option to lease and lease agreement for future council action. It is requesting an option to lease the building at nominal annual rent under a lease agreement that would require the Museum to be responsible for the costs of adapting the



building for the museum's use. An option to lease would be contingent upon the Museum receiving funds and pledges totaling at least \$7,000,000.00 and commence a lease on or before March 1, 2023.

### **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 submits the resolution and MOU to the City Council without recommendation.

### **Sample Motion**

Move to approve the resolution.

## Memorandum of Understanding for Lease Option

This Memorandum of Understanding (“MOU”) is entered into by the City of Grand Island, Nebraska (“City”) and Grand Island Children’s Museum, Inc., a Nebraska nonprofit corporation (“Museum”).

The purpose of this MOU is to express the general intent of City and Museum concerning a lease option with respect to the City’s property located at 2900 West Old Potash Highway, Grand Island (“Premises”) for use as a Children’s Museum with the collateral benefit of substantial capital improvements to the Premises including, but not limited to, updated HVAC, electric, and other building systems, and parking lot improvements. The parties intend this MOU be non-binding and serve to set forth a general understanding concerning the option to lease to be negotiated and expressed in greater detail in a contractually binding option to lease. It is anticipated that the option to lease will include the following items and such additional terms as the parties may negotiate:

1. Description of Premises. MISCELLANEOUS TRACTS 17-11-9 TO THE CITY OF GRAND ISLAND PT S 1/2 SW 1/4 2.98 AC, Addresses: 2900 OLD POTASH HWY W.
2. Area retained by City. The easterly forty (40) feet to be used as part of a connector drive to City’s Ryder Field parking lot with shared use by the City and the Museum of the parking lot.
3. Use of Premises for Public Benefit Purposes. The Premises is to be used by the Museum for operation of a Children’s Museum to benefit the residents of the City by providing year-round, family-oriented, multicultural educational, recreational, and amusement activities focused on children and youths. All activities are to be provided in a non-discriminatory manner consistent with applicable federal, state, and local law, rules, regulations, and ordinances.
4. Fees and Memberships. The Museum shall be open to all members of the public subject to payment of an admission fee and/or membership fees. Revenues generated through admission fees and membership fees shall be solely the property of the Museum for the benefit of the Museum.
5. Term.
  - a. Commencement. The City understands that the Museum will need time to secure funding to complete the anticipated improvements to the Premises. The Museum shall give the City advance notice of no less than sixty (60) days of commencement of the lease. If the Museum has not exercised its option for lease to commence on or before March 1, 2023, then this MOU shall terminate without further notice unless the Museum and the City have agreed to extend the option.
  - b. Length/duration. The City and the Museum shall enter into a long-term lease for the Premises with the lease duration to be determined.
6. Rent/Consideration.
  - a. Annual Rent. Annual rent shall be paid by the Museum to the City in a nominal amount to be determined per year.
  - b. Tenant Improvements and Renovations.

- i. The Museum shall be solely responsible for the cost of improvements and renovations to the Premises, which shall include, but not be limited to, updated HVAC, electric, and other building systems, and parking lot improvements. Any improvement or renovation that changes the structural integrity or appearance of the building shall be subject to the approval of the City Administrator or designee.
- 7. Building Maintenance and Repair. The Museum shall keep the building and Premises in good condition and repair.
- 8. Signage. Any signage installed upon the Premises shall be in full compliance with City code.
- 9. Utilities. The Museum shall promptly pay for all utilities for the Premises during the lease term.
- 10. Parking Lot.
  - a. Paving. The City and the Museum shall pay the pro-rata share costs of the paving of the parking lot located on the east end of the Premises.
- 11. Snow Removal. The Museum shall solely be responsible for the snow removal of the Premises.
- 12. Landscaping. The Museum shall be responsible for the lawn maintenance, including the mowing, trimming, and fertilizing, for the Premises during the period of the lease term.
- 13. No Mortgages or Liens. The Museum will not allow for any mortgages, liens, or encumbrances to be placed upon the Premises or improvements upon the Premises.
- 14. Contingencies.
  - a. The Museum's option to exercise a lease agreement with the City for the Premises is contingent upon the Museum receiving funds and pledges totaling at least \$7,000,000.00 by January 1, 2023, which amount may be confirmed by the City Administrator or designee.
  - b. The City shall allow representatives or agents of the Museum to have access to the Premises to complete any inspections necessary to determine the Museum's intent to move forward with the lease and development of the Premises upon reasonable notice from representatives of the Museum, but the Museum shall not take possession of the Premises prior to commencement of the lease term.
- 15. Options to Purchase. At any point during the lease, the Museum shall have the option to purchase the Premises from the City at a predetermined price subject to public remonstrance and election as provided by Nebraska Revised Statutes.

Date: \_\_\_\_\_, 2021.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

Mayor Roger Steele

Date: \_\_\_\_\_, 2021.

GRAND ISLAND CHILDREN'S MUSEUM, INC.,  
A Nebraska Non-Profit Organization,

By: \_\_\_\_\_  
Audrey A. Rowley, President

Approved as to Form	☐ _____
July 21, 2021	☐ City Attorney

# Bringing



# Learning to Life

# for Children

# of All Ages



Grand Island Children's Museum

# THE NEED

## Creating a Learning Space for Youth and Families

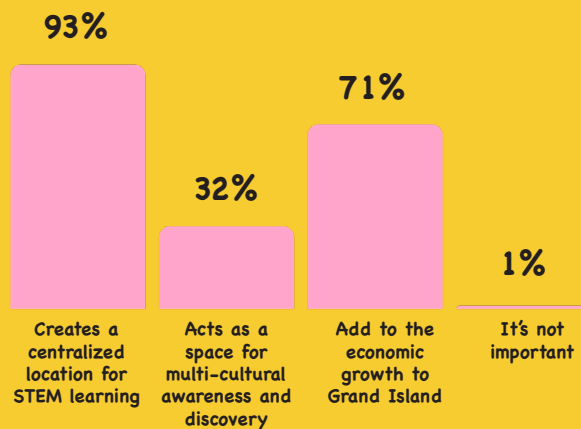
The Grand Island Children’s Museum (GICM) is a newly-formed nonprofit organization with the mission of engaging families to explore creativity and community through experience-based learning and play for children of all ages. GICM will provide this through STEAM (Science, Technology, Engineering, Art, and Math)-based activities that foster excitement for learning. This mission has recently been reimagined since completing the steering committee’s work to determine the viability of this type of establishment in Grand Island. After completing its feasibility study, the steering committee concluded that a children’s museum for all ages is feasible to create and sustain for generations to come.

Now that the committee has completed its task, the GICM board is continuing the steering committee’s work to bring a children’s museum for all ages to our great community. The GICM current goals are:

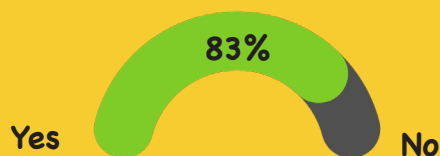
## GICM Steering Committee Feasibility Study Findings

Townhall community sessions and community surveys revealed that establishing a community-supported children’s museum in Grand Island, Nebraska is feasible. Considerable thought has been given to develop sustainable funding sources and quality programming to support and sustain such an operation far into the future. A sustainable children’s museum will become a vital part of Grand Island and Central Nebraska.

What are the two most important benefits the Grand Island Children’s Museum would offer the region?\*



Would you consider an annual membership fee in support of the operating costs of the Grand Island Children’s Museum?\*



\*Percentages are rounded to the nearest whole number.

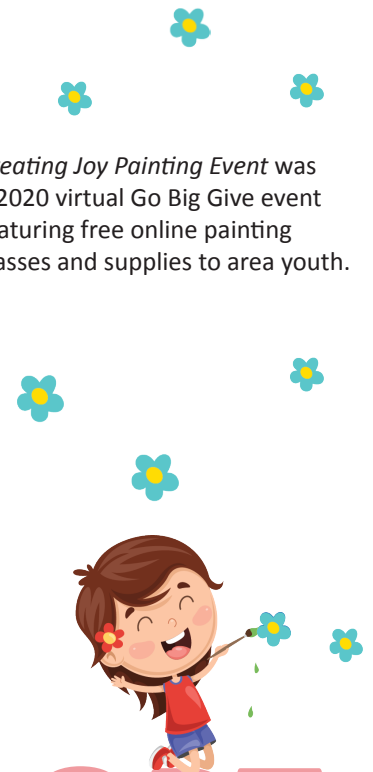
*"The Grand Island Public Library is EXCITED to partner with the Grand Island Children's Museum! Grand Island and the area communities need to have places for children and families to experience hands-on STEAM programming. We want our youth to be excited to learn new things, collaborate with others, plant seeds for future careers, and the library would be a perfect partner, bringing in literacy materials, offering partner programming, and sharing Makerspace ideas.*



***-Celine Swan, Library Director, Grand Island Public Library***



*Creating Joy Painting Event was a 2020 virtual Go Big Give event featuring free online painting classes and supplies to area youth.*



# OUR SUPPORT

Several community leaders and organizations have been involved with this project since its inception. They continue to strongly support a children's museum for all ages being developed in Grand Island.





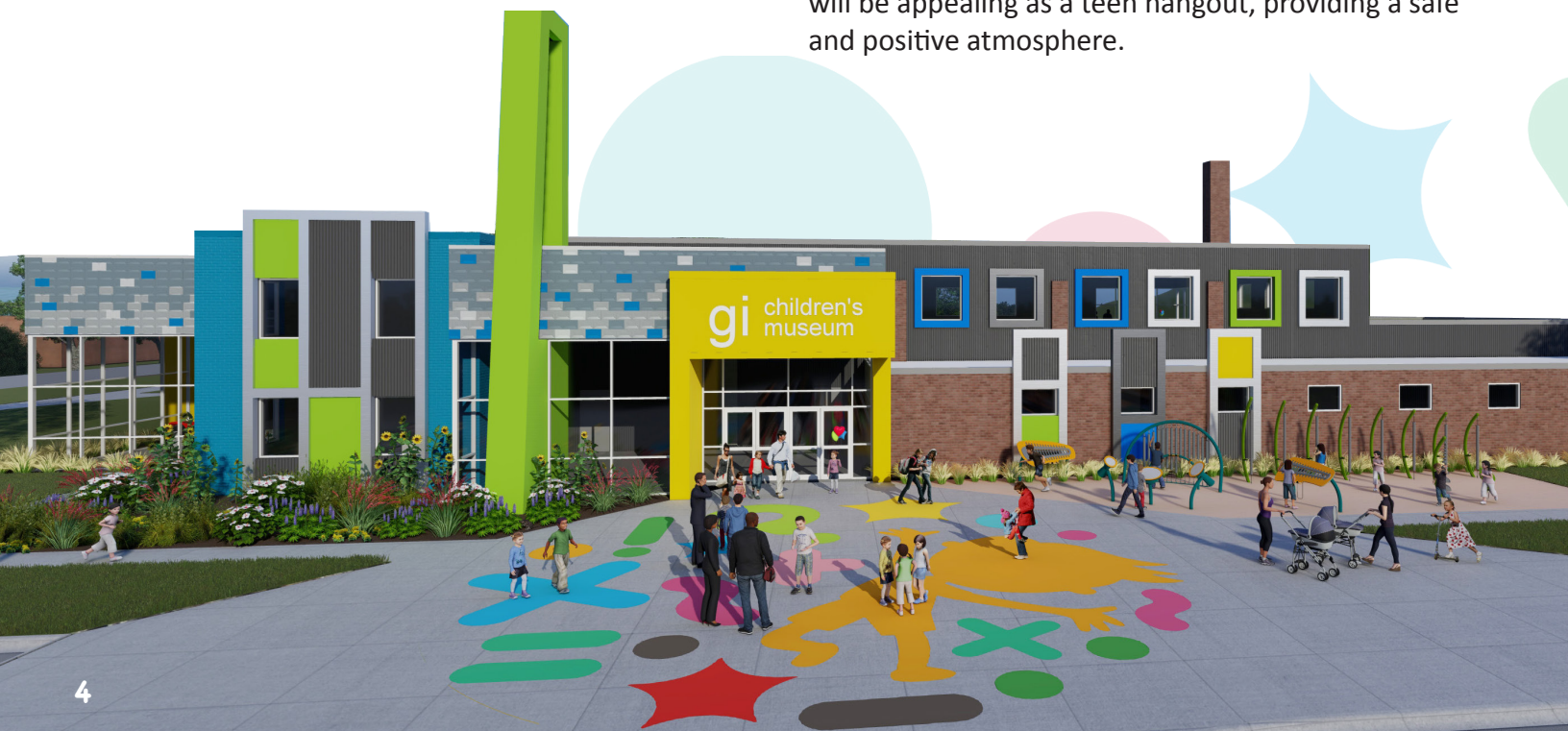
# TURNING THE PAST INTO THE FUTURE OF LEARNING

The Grand Island Children's Museum will develop the Grand Island Armory Building on Old Potash Highway next to Ryder Park due to its centralized location and ease of accessibility by the community. This location was deemed especially important to the original steering committee that scouted potential locations. Based on responses from a feasibility study, the steering committee determined this location:

- Is centrally located
- Is easily accessible
- Utilizes an existing building in the community

## Key Developments

- The redesign of the building will utilize the entire existing structure with external modifications to meet facility and programming needs.
- The inside of the building will include room for main exhibits, static exhibits, rotating exhibits, activity rooms, and more.
- There is additional room for office space, classrooms, and a café.
- A rooftop access area would create an outdoor space for people to socialize. We envision this area will be appealing as a teen hangout, providing a safe and positive atmosphere.







Existing former Armory Building located on Old Potash Hwy by Ryder Park

## Location. Location. Location.

In addition to the importance of a centralized location, the building location within Ryder Park is incredibly appealing. Ryder Park has the potential for significant transformation over the next five years, strengthening its presence in Grand Island.

## Building Cost Estimates and Fundraising Goal

Construction & Architecture Fees	\$6,815,000
Exhibit Design, Fabrication, & Installation Fees	\$2,500,000
Endowment	\$2,000,000
	<hr/>
	\$11,315,000

**\$11.3 Million Total**



Building renderings of the future Grand Island Children's Museum



Main entrance (facing East)



Back of building (facing West)



Outdoor museum space



Rooftop access with gathering areas

# YOUR SUPPORT

## A Children's Museum in Grand Island Creates...

### A Place for Everyone

Grand Island Children's Museum will be a place for families, children, and youth of all ages to experience STEAM-based programming. Most people think children's museums are places for young children, but the GICM envisions a place for ages 0-18 and beyond. It will truly be a place where there is something for everyone.

### Static Exhibits

The museum space will feature permanent exhibits that are crowd pleasers for new and returning visitors. These exhibits will educate people through the core mission of offering STEAM-based programming.

### Rotating Exhibits

GICM will also feature touring exhibits that will be displayed on a temporary basis. These types of activities will not only ensure recurring visits from families but also provide fun, new learning opportunities for visitors and members.

### Amenities

GICM will also feature several bonus spaces inside and outside of the museum. The building will feature a café that's available for visitors and serves as a safe place for teens to study and socialize. Outdoor areas will be developed to expand the museum's space and provide nature-based learning opportunities.

### Summer Camps

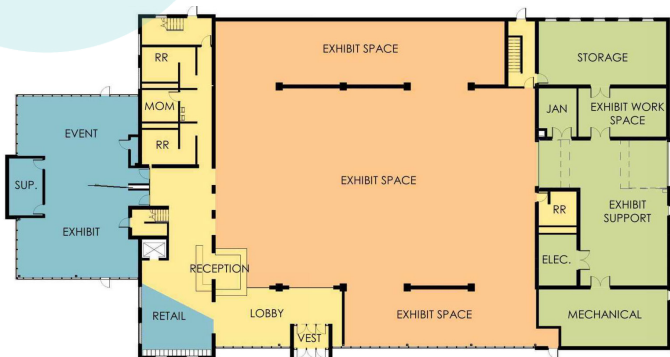
Summer camps will be offered to local children and youth. Several camp options will be available to accommodate different age groups, interests, and schedules.

### After-School Activities

As the museum grows, so will the programming. After developing the main museum spaces, GICM will expand its services to include opportunities for local youth during after-school hours. Youth will be able to come to a safe place that also provides learning opportunities that they may not be exposed to in the traditional school setting.

### Special Events

GICM will host and participate in special events in the Grand Island and surrounding communities. These events will provide learning opportunities to area youth, expose families to GICM, raise funds for the organization, and engage in celebrating our great communities.



22,885 estimated Sq. Ft.

Potential interior floorplan of the Grand Island Children's Museum



# Grand Island Invests in Grand Island

Grand Island has seen major economic development and population growth in recent years.



**5.4%**  
population growth in  
the last 10 years



**28%**  
of GI's population is  
under 18



**34.7**  
years old is the  
median age in GI



**\$54,965**  
median household  
income

## About Grand Island

Grand Island is a metropolitan statistical area and is considered the third-largest city outside of the Lincoln and Omaha areas, with a population of 51,267. Grand Island is a part of the tri-cities along with Kearney and Hastings. Because of its size, many major retailers choose to have locations in the city, making Grand Island the hub of Central Nebraska.

## Development

Over the past ten years, there has been healthy growth through new construction and redevelopment of commercial and residential properties. Recent improvements and investment in tourist attractions, the Railside District, hospitality, education, and parks/rec make Grand Island an ideal place for locals and visitors.

The community growth is not slowing down. In the past few months alone, there have been announcements of other significant developments to our city. This includes the development of a casino, a new state-of-the-art sports complex, expansion of the hike and bike trails, and new parks.

## Local & Regional Tourism

People are constantly looking for activities to do with their families and often leave the area. Even with all of the new development, education-based activities are greatly needed in our community.

*"My interest in the Grand Island Children's Museum began with a desire to provide a quality learning and entertainment option for the children of our community, including my own daughters. I truly believe this facility will become a landmark type destination in Grand Island and Central Nebraska."*

**-Brad Kissler, Grand Island Children's Museum Board Member**



According to the GICM feasibility study, 80% of respondents attended museum experiences outside of our community. According to the Omaha Children's Museums 2019 Annual Report, 25% of the attendees were from out of the state.

These findings show that a children's museum would be a destination for both locals and tourists.

# WHO IS GICM

## Our Mission

The mission of the Grand Island Children’s Museum is to engage families to explore creativity and community through experience-based learning and play.

## OUR TEAM

### Board of Directors

Audrey Rowley, President	Kyle Beaman	Wendell Ring
Dana Rosacker, Vice President	Brissa Esparza	Bonnie Smith
Amy Price, Secretary	Willie Fair	Celine Swan
Kelly Henry, Treasurer	Brad Kissler	Kelly Wilson

*"Our family is committed to helping Grand Island be THE place to live, work, and play. A children’s museum would enrich our community by providing a place for kids of all ages to come to learn through fun and unique STEAM-based activities. This kind of staple attraction in Grand Island would ensure individual, family, and community growth for generations to come."*

**-Dana Rosacker, Grand Island Children’s Museum Board Member**



[info@gichildrensmuseum.org](mailto:info@gichildrensmuseum.org)



[gichildrensmuseum.org](http://gichildrensmuseum.org)



[@gichildrensmuseum](https://www.facebook.com/gichildrensmuseum)



Grand Island  
**Children's Museum**



## FEASIBILITY STUDY

Grand Island Children's Museum  
Steering Committee

## Table of Contents

<b>SECTION ONE   FEASIBILITY STUDY INTRODUCTION AND OVERVIEW</b>	<b>3</b>
Acknowledgments	
Introductions	
Guiding Principals	
Executive Summary	
<b>SECTION TWO   COMMUNITY CAPACITY ANALYSIS</b>	<b>8</b>
Community Capacity Analysis Overview	
Environmental Scan	
Economic Indicators	
Social Indicators	
Political Indicators	
Community Engagement Sessions	
Survey Questions 1-10 – English & Spanish	
1. What activities have you or your family participated in or attended in Grand Island this past year?	
2. Which activities have you or your family participated in other communities during the last year?	
3. What activities would you or your family participate in, if available at the Grand Island Children’s Museum?	
4. What additional amenities should be included at the children’s museum?	
5. Please check the two most important benefits the Grand Island Children’s Museum would offer the region.	
6. What is your opinion on how construction of the Grand Island Children’s Museum should be funded?	
7. From the list of perceived obstacles in the development of Grand Island Children’s Museum, please check what you believe would be the top three.	
8. What level of personal gift would you consider making in order to establish the Grand Island Children’s Museum?	
9. Would you consider an annual membership fee in support of the operating costs of the Grand Island Children’s Museum?	
10. Please list locations in Grand Island that you believe would be more suitable for the children’s museum.	
Competitive Cultural Organizations	
Funding and Operations Analysis	
Community Capacity Analysis Questions and Answers	
Funding and Operational Analysis Questions and Answers	
<b>SECTION THREE   CONCLUSION</b>	<b>39</b>



## SECTION ONE

### FEASIBILITY STUDY INTRODUCTION AND OVERVIEW



## Acknowledgments

The Grand Island Children's Museum steering committee would like to acknowledge the community of Grand Island for their support and input to this feasibility study. The people who took time from their day to take a survey or to attend a community input session are invaluable to our discovery process. We would also like to thank the Psychology Department at Hastings College for their professional completion of this study, especially students Alondra Zapata-Gonzalez and Jasmine Mendoza for their assistance. The committee would also like to acknowledge Mayor Roger Steele and the City of Grand Island Administration. Their support in ensuring that community voice is a part of any programmed growth in our community is vital to sustainability and success. The study could not have been completed without the tremendous support of many nonprofit organizations, educational institutions, and concerned citizens of our community. We are grateful for them. Finally, we would like to thank the Grand Island Community Foundation for their fiscal sponsorship and their resolve to ensure that this study was completed economically, accurately, and concisely.







## Introductions

In the summer of 2018, a small group of interested citizens began embarking on the exciting endeavor of bringing a children's museum to Grand Island. This group banded together and developed a steering committee consisting of local funders, nonprofit and museum professionals, and community stakeholders. In early 2019, the steering committee partnered with Hastings College to complete a feasibility study to determine sustainability, garner community interest and support, and collect input for the project.

The mission of the Grand Island Children's Museum Steering Committee is to determine the viability and sustainability of a children's museum in our community.

## Steering Committee

Audrey Rowley, Chair  
Chris Hochstetler, Vice-Chair  
Amy Price, Secretary  
Melissa DeLaet, Treasurer

---

Kyle Beaman  
Kathy Eihusen  
Beth Frerichs  
Charles Hansen  
Kelly Henry  
Ellen Hornady

Brad Kissler  
Audrey Lutz  
Todd McCoy  
Brad Mellema  
Tiffany Murdoch  
Karen Rathke  
Abbie Roe  
Dana Rosacker  
Bonnie Smith  
Jared Stockwell  
Teresa Zoellner



## Guiding Principles

- 1** Community Capacity Analysis – Cultural feasibility is based on local and regional need for a children’s museum project in Grand Island, Nebraska.
- 2** Site and Building Analysis – To locate a proposed site for the children’s museum project in Grand Island. To build a new stand-alone building or to use an existing structure.
- 3** Funding and Operations Analysis – Economic viability of funding the construction and ongoing operations for the proposed Grand Island Children’s Museum.

A feasibility study is an investigation into factors that contribute to the success of a proposed project.

A feasibility study is not a design exercise.

A feasibility study is not a planning process.

A feasibility study is not biased toward either direction of a proposed project’s feasibility.

## Executive Summary

The Grand Island Children's Museum Steering Committee, in partnership with Hastings College, funded and completed this feasibility study in an effort to ascertain the viability and sustainability of a children's museum located in Grand Island, Nebraska. **The study determined that the establishment of a children's museum in Grand Island is feasible, providing substantial capital funding can be generated for the construction of a children's museum, coupled with sustainable and systemic operational fundraising.**

Grand Island is now recognized as one of only three Metropolitan Statistical Areas in Nebraska, joining Lincoln and Omaha in that distinction, as it passed 50,000 in population base. With Lincoln being about an hour and forty minute commute and Omaha farther, it is reasonable to assume that the services of a children's museum in Grand Island would be well-utilized. Kearney's children's museum, at just under an hour commute for most citizens of Grand Island, also presents a travel barrier for our community, especially in less than ideal weather conditions.

Based on a community survey and two community input sessions, the prevailing sentiment is that **the community is supportive of the establishment of a children's museum in Grand Island.** However, that support is accompanied by valid concerns. The chief concern raised in both the survey process and the community input sessions is availability of funding to establish a children's museum and availability of sustained funding for operations. The feasibility study reveals that there is a propensity to support a children's museum in Grand Island and there is also some capacity to do so. Nevertheless, pricing of the establishment of a children's museum must be done very carefully, as it will be undertaken in a community of limited resources. Additional thought must be given to the establishment of sound operational fundraising practices that will likely need to include sources of funding from outside of the community.



**SECTION TWO**  
**COMMUNITY CAPACITY ANALYSIS**

## Overview

The Community Capacity Analysis section of the Grand Island Children's Museum feasibility report is dedicated to understanding the current cultural environment and community perspective on the proposed project. Additionally, it seeks to understand what other facilities might exist in the local community and immediate region with similar missions or proposed missions.

Methods used to understand the needs of the community of Grand Island include:

- 1 An environmental scan of Grand Island, evaluating the political, economic, and social factors that relate to the children's museum concept.
- 2 Conduct a community engagement process to gauge the current usage of existing similar assets, potential market demand, funding direction, public sentiment, and perceived obstacles to the proposed project.
- 3 Research comparable and potentially competitive cultural facilities that meet the proposed children's museum programming needs available within the region.
- 4 Gather local and regional economic data to determine the money that comes into Grand Island and how it is spent to better understand the ability to support the children's museum project.

### Questions that the Community Capacity Analysis is investigating

- 1 Is there a need for a children's museum in Grand Island?
- 2 Does the community of Grand Island support the concept of a children's museum?
- 3 Are there existing facilities that can meet the needs of the children's museum?
- 4 Are there existing facilities that the children's museum would duplicate?
- 5 What is the state of the local and regional economy?

## ENVIRONMENTAL SCAN

# Economic Indicators

Grand Island is the fourth largest city in the state of Nebraska and is the county seat for Hall County. It has a population base of 50,895 (2016, Data USA). For the purpose of this scan, the Grand Island Metropolitan Statistical Area (MSA), includes Hall, Merrick, Howard, and Hamilton Counties, with a combined population base of 84,381 (2016, Data USA).

Population of Grand Island **grew by .62%** from 2015 to 2016, compared to Nebraska’s overall **growth of .60%** during that same period.

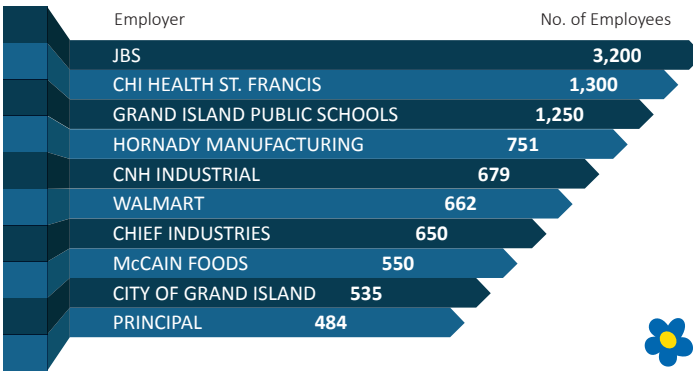
The rate of poverty in Grand Island is **16.4%**, compared to the Nebraska rate of poverty of **11.4%**.

The median age of an “Islander” is **34.8** and the median household income is **\$49,118**, compared with the state median household income of \$56,927. Nebraska’s median household income grew by **4.88%** from 2015 to 2016 (Data USA).

Grand Island has a workforce of 25,985 employees and a workforce growth rate of **1.46%** from 2015 to 2016.

The median home property value in Grand Island has grown by **3.15%** from 2015 to 2016 and is **\$27,000** less than the state median (Data USA).

Top businesses in Grand Island, according to the Grand Island Economic Development Corporation’s website:



( [www.grandisland.org/workforce/top-employers.html](http://www.grandisland.org/workforce/top-employers.html) )

Income inequality in Grand Island (measured using the Gini index) is **0.441**, which is lower than the national average.

The largest demographic living in poverty in Grand Island is **25-34-year-old females** (Data USA).



## ENVIRONMENTAL SCAN

# Social Indicators

The population of Grand Island is very diverse. 64.8% are White, 29.6% Hispanic, and 2.46% are Black. 24.9% of the people of Grand Island speak a non-English language. 88.1% are U.S. citizens (Data USA).

The most common languages spoken in Grand Island, other than English, are Spanish at 19.2%, .74% African languages, .43% Laotian, and .3% Arabic (U.S. Census 2010).

According to Sperlings Best Places, 60.5% of the people in Grand Island identify as "religious." 21.2% identify as Catholic, 14.6% identify as Lutheran, 9.9% identify as Methodist, 2.9% identify as Pentecostal, 2.2% as Presbyterian, 2.2% as Church of Jesus Christ Latter Day Saints, .6% as Baptist, .5% as Episcopalian, 6.4% as another Christian faith, less than .5% as Jewish, and less than .5% as Muslim.

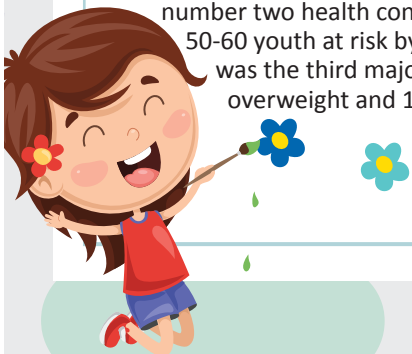
There are two public school districts in Grand Island: Grand Island Public Schools and Grand Island Northwest Public Schools. High schools are Central Catholic High School, Grand Island Senior High School, Heartland Lutheran High School, and Northwest High School.

Grand Island Public Schools serves 9,800 students and Grand Island Northwest Public Schools serves 1,505 students. Grand Island Central Catholic serves 294 students and Heartland Lutheran serves 64 students. **Total K-12 student population of the city is 11,663.**

Central Community College and an outlet from Doane College are located in Grand Island. Hastings College is approximately 30 minutes away.

The 2012 Census revealed that **16.3%** of the population of Hall County held a bachelor's degree or higher, compared to 27.7% for the state of Nebraska.

According to a 2012 Community Health Needs Assessment completed by Catholic Health Initiatives Saint Francis Medical Center and the Heartland United Way, the number one health issue of Hall County is access to healthcare/health literacy. As of 2011, the numbers impacted by this issue were at least 80% of the adults with 20% of the population being uninsured. Compounding the problem was a 19.7% illiteracy rate. Gang violence was the number two health concern with an identified 200-250 gang members and 50-60 youth at risk by age 15, coupled with 817 juvenile arrests. Obesity was the third major health concern with 1 in 3 fourth graders overweight and 1 in 4 obese.



## ENVIRONMENTAL SCAN

### Political Indicators

Grand Island's elected officials are, in large part, members of the Republican Party and conservative in nature. They include U.S. Senators Ben Sasse (R) and Deb Fischer (R), and 3rd Congressional District Representative Adrian Smith (R).

State Senator Curt Friesen (R) represents District 34 and State Senator Dan Quick (D) represents District 35 in the state Unicameral.

Mayor Roger Steele (NP) is the current mayor and his priorities include maintaining the City of Grand Island's financial stability, job creation, and increasing the Grand Island economic engine.

City Council members include Vaughn Minton, Jeremy Jones, Mark Stelk, Clay Schutz, Jason Conley, Julie Hehnke, Mike Paulick, Mitch Nickerson, Michelle Fitzke, and Chuck Haase.





## Community Engagement Sessions

With the help of Hastings College Psychology Department, the Grand Island Children’s Museum Steering Committee conducted two community input sessions: one on April 16, 2019 at the Grand Island Public Library and the other on May 5, 2019 at College Park in Grand Island.

Perceived challenges included sustainability and answers to the question, “How will the project be paid for and where does the funding come from?” There appeared to be support for annual membership fees, but accessibility was a theme. It was suggested that “subsidies” or “scholarships” may be provided for families who could not afford to attend otherwise.

There was a keen interest in the type of programming that may be conducted in such a place including static and rotating exhibitions.

The community asked that the committee consider location and transportation challenges presented in Grand Island.

Aspirations for such a place included imaginative exploration, art, music, poetry, career-based learning, play, and grade-school activities.

While the community present felt that duplication of services should be avoided, there was overwhelming support for a unique children’s museum programming space that Grand Island can call its own.

### Survey Questions and Responses

The Grand Island Children’s Museum Steering Committee conducted a 30-day online survey in both English and Spanish to determine the needs, interest, and voice of the community. 549 valid responses were captured; 529 in English and 20 in Spanish. Results were obtained from **45 distinct zip codes**. Significant response is reflected in the chart below. Survey responses were solicited through social media and email promotion.

68803	266	Grand Island, NE
68801	155	Grand Island, NE
68818	12	Aurora, NE
68873	12	St. Paul, NE
68883	11	Wood River, NE
68901	11	Hastings, NE
68832	10	Doniphan, NE

# QUESTION ONE

What activities have you or your family participated in or attended in Grand Island this past year?

### Answer Choices

### Responses

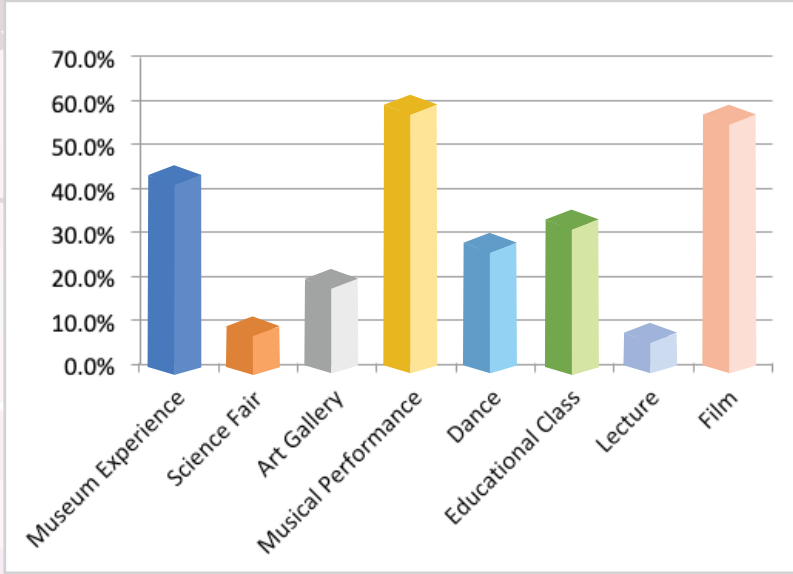
Answer Choices	Responses
+ Museum experience	43.18% 209
+ Science fair	8.06% 39
+ Art gallery	19.21% 93
+ Musical performance	59.50% 288
+ Dance	27.69% 134
+ Educational class	33.26% 161
+ Lecture	7.23% 35
+ Film	56.82% 275

Answered 484

Skipped 45



**QUESTION ONE** What activities have you or your family participated in or attended in Grand Island this past year?



**Spanish Participant Results**

Answer Choices	Responses
+ Experiencia en el museo	15.79% 3
+ Feria de ciencias	10.53% 2
+ Galería de arte	21.05% 4
+ Actuación musical	15.79% 3
+ Danza	10.53% 2
+ Clase educativa	21.05% 4
+ Conferencia	21.05% 4
+ Película	52.63% 10

**Analysis**

Answered 19  
Skipped 1

More than half of the 484 respondents to this question are attending museum experiences and musical performances in our community. When considered with the second question of the study, revealing nearly 80% of respondents attending museum experiences outside of our community, suggests that a consistent audience for attendance at a children’s museum in Grand Island exists. The Spanish results are consistent with the English survey results.



## QUESTION TWO

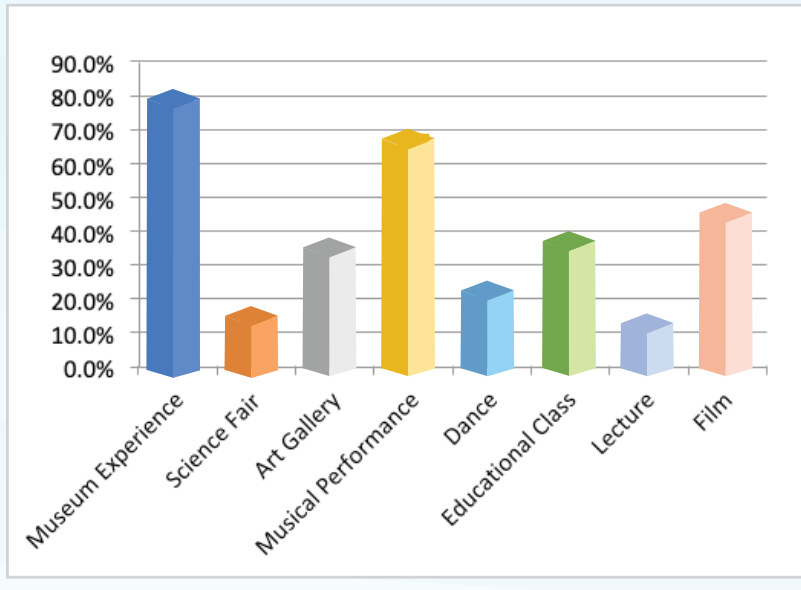
What activities have you or your family participated in or attended in other communities this past year?

Answer Choices	Responses
+ Museum experience	79.96% 399
+ Science fair	15.43% 77
+ Art gallery	35.87% 179
+ Musical performance	68.54% 342
+ Dance	22.65% 113
+ Educational class	37.07% 185
+ Lecture	13.43% 67
+ Film	46.09% 230

Answered 499  
Skipped 30



**QUESTION TWO** What activities have you or your family participated in or attended in other communities this past year?



**Spanish Participant Results**

Answer Choices	Responses
+ Experiencia en el museo	42.11% 8
+ Feria de ciencias	0.00% 0
+ Galería de arte	5.26% 1
+ Actuación musical	21.05% 4
+ Danza	15.79% 3
+ Clase educativa	15.79% 3
+ Conferencia	21.05% 4
+ Película	26.32% 5

Answered 19  
Skipped 1

**Analysis**

80% of the 499 respondents to this question are having a museum experience outside of our community. According to the American Association of Museums, there are 850 million visits each year to American museums, which is more than the attendance for all major-league sporting events and theme parks combined. The study is consistent with that finding and suggests an existing and consistent audience for a children’s museum in Grand Island. The Spanish survey results are consistent with the English survey results.



**QUESTION THREE** What activities would you or your family participate in, if available at the Grand Island Children's Museum? Select up to four.

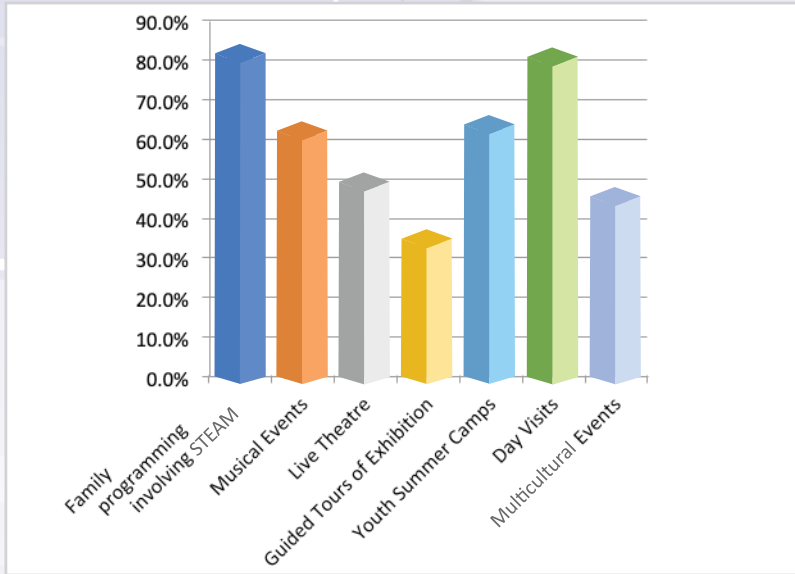
Answer Choices	Responses
+ Family programming involving Science, Technology, Engineering, Art & Math	81.99% 428
+ Musical events	62.45% 326
+ Live theatre	49.62% 259
+ Guided tours of exhibitions	35.25% 184
+ Youth summer camps	64.18% 335
+ Day visits	80.84% 422
+ Multicultural events	45.98% 240
	Answered 522
	Skipped 7

**Spanish Participant Results**

Answer Choices	Responses
+ Programación familiar en ciencias, tecnología, ingeniería, arte y matemáticas. Eventos musicales	65.00% 13
+ 60.00% 12	
+ Teatro en vivo	35.00% 7
+ Visitas guiadas de exposición	30.00% 6
+ Campamentos de verano para jóvenes	50.00% 10
+ Visitas de un día	60.00% 12
+ Eventos multiculturales	55.00% 11
	Answered 20
	Skipped 0



**QUESTION THREE** What activities would you or your family participate in, if available at the Grand Island Children’s Museum? Select up to four.



### Analysis

Question 3 of the study focused on types of programming that the community would support. Over 80% of the respondents selected STEAM-based programming and day visits as the predominant program motivators for attendance. Coupled with what is revealed by the 2012 Community Health Needs Assessment, there appears to be an opportunity to explore science and health in a children’s museum setting that could possibly serve as one approach to addressing health illiteracy and childhood obesity rates in the community.

The lowest rated potential programming included guided tours of exhibitions and multicultural events, indicating that community respondents do not view those programming efforts as the most important components of a children’s museum.

Respondents to the Spanish survey were few, however, their responses to Question 3 differed from the English survey in that the respondents did see the importance of a children’s museum as including a place for multicultural events.



# QUESTION FOUR

What additional amenities should be included at the children's museum? Check all that apply.

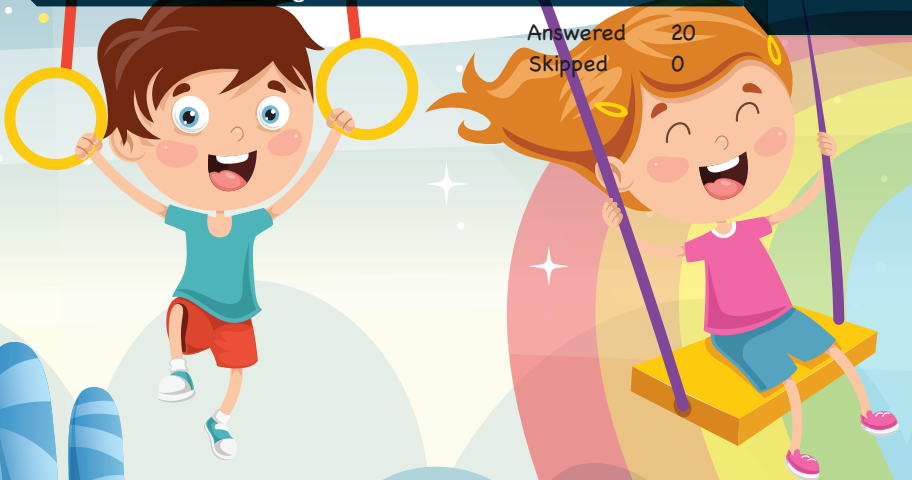
Answer Choices	Responses
+ Outdoor entertainment & learning space	89.50% 469
+ Coffee/snack bar	70.80% 371
+ Meeting/conference rooms	40.27% 211
+ Classroom space	69.27% 363
+ Gift shop	42.75% 224

Answered 524  
Skipped 5

## Spanish Participant Results

Answer Choices	Responses
+ Espacio de entretenimiento y aprendizaje al aire libre	75.00% 15
+ Cafetería / snack bar	60.00% 12
+ Salas de reuniones o espacio para conferencias	65.00% 13
+ Espacio de aula	35.00% 7
+ Tienda de regalos	55.00% 11

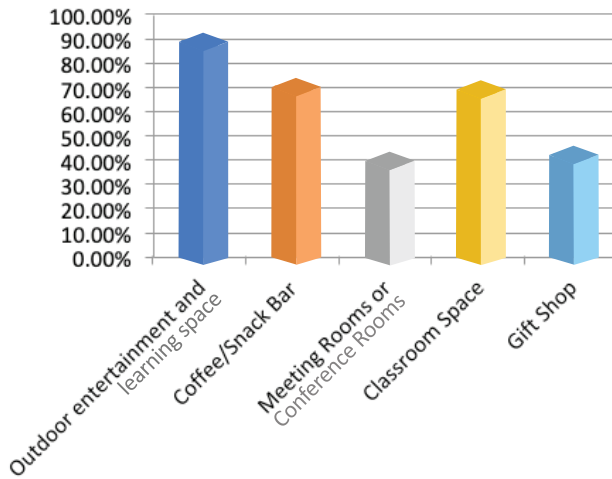
Answered 20  
Skipped 0



20



## QUESTION FOUR What additional amenities should be included at the children's museum? Check all that apply.



### Analysis

Nearly 90% of the 524 Respondents to Question 4 feel the need to have an outdoor entertainment and learning space as part of a children's museum. This seems to be in keeping with the community history and environment. Many children's museums are exploring the idea of outdoor learning space, including Kearney Children's Museum that showcases an outdoor classroom. 70% of respondents indicated desire for a coffee shop and snack bar. The 25 Best American Children's Museums as rated by Education Zone require a coffee shop and snack bar to make the rating. This indicator is consistent with what families are desiring nationwide.

Consistent with the English survey, respondents to the Spanish survey saw an outdoor entertainment and learning space and a space for a coffee and snack bar as being dominant additional needs for a children's museum.

**QUESTION FIVE** Please check the two most important benefits the Grand Island Children’s Museum would offer the region.

**Answer Choices**

**Responses**

+ Provide a central location for families to explore art, science & learning	93.35%	491
+ Would act as a space for multicultural awareness & discovery	31.56%	166
+ Would add to the economic growth and vitality of Grand Island	70.53%	371
+ Would add no benefit to area	1.14%	6

Answered 526

Skipped 3

**Spanish Participant Results**

**Answer Choices**

**Responses**

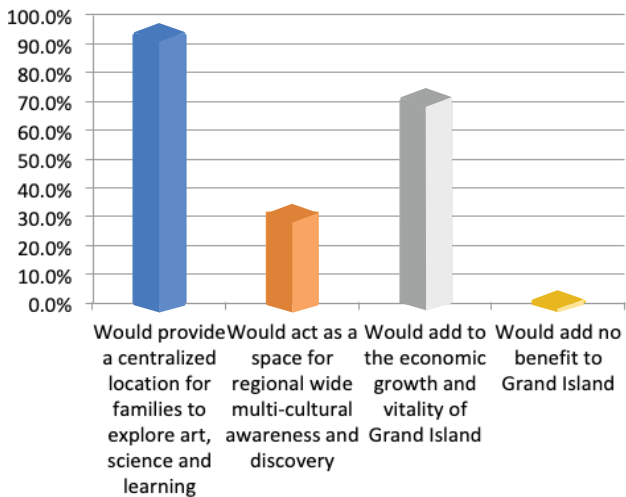
+ Proporcionaría un lugar centralizado para que las familias exploren el arte, la ciencia y el aprendizaje.	70.00%	14
+ Actuaría como un espacio para el conocimiento y descubrimiento multicultural a nivel regional.	80.00%	16
+ Se sumaría al crecimiento económico y la vitalidad de Grand Island.	70.00%	14
+ No añadiría ningún beneficio a Grand Island.	0.00%	0

Answered 20

Skipped 0



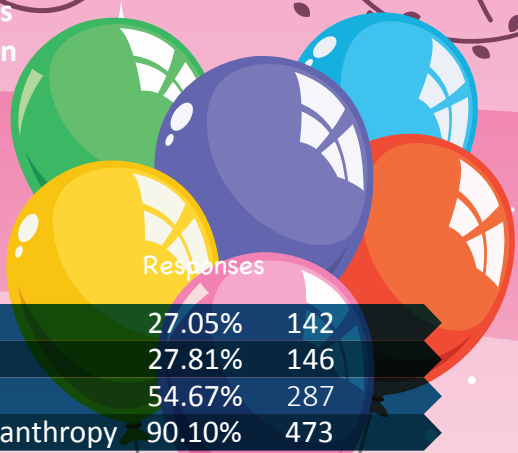
**QUESTION FIVE** Please check the two most important benefits the Grand Island Children’s Museum would offer the region.



**Analysis**

93% of the 526 respondents to Question 5 viewed the top benefit of a potential children’s museum as a centralized location for families to explore art, science, and learning. This definitive response speaks to the nature and level of programming that the community would like to see in the children’s museum and is consistent with the community input sessions held in April 2019. Only 1% of respondents felt that there would be no benefit to our community. Once again, this question indicates a strong and positive community response to the potential of a children’s museum in Grand Island. 70% of respondents viewed a children’s museum as a driver for economic growth, **consistent with the mayor’s platform and city administration priorities.**

**QUESTION SIX** What is your opinion on how construction of the Grand Island Children's Museum should be funded? Check all that apply.



Answer Choices

Responses

Answer Choices	Percentage	Count
+ Through sales tax	27.05%	142
+ Through a lodging tax	27.81%	146
+ State or other funding	54.67%	287
+ Private donations/philanthropy	90.10%	473

Answered 525  
Skipped 4

### Spanish Participant Results

Answer Choices

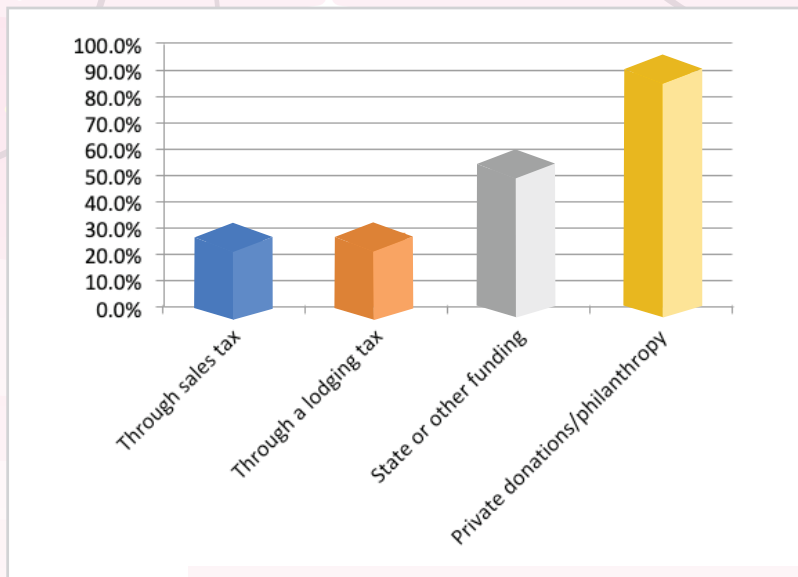
Responses

Answer Choices	Percentage	Count
+ A través del impuesto a las ventas	42.11%	8
+ A través de un impuesto de alojamiento	21.05%	4
+ Fondos estatales u otros	73.68%	14
+ Donaciones privadas / filantropía	57.89%	11

Answered 19  
Skipped 1



**QUESTION SIX** What is your opinion on how construction of the Grand Island Children’s Museum should be funded? Check all that apply.



**Analysis**

90% of respondents to Question 6 believe that a children’s museum should be funded through private donations and philanthropy. This indicator is consistent with our community and region’s sentiments on “getting things done.” It also reveals an understanding that a nonprofit organization is what the community is looking for. Coupled with later questions on support, a consistent level of philanthropic support for a children’s museum is indicated.

The 19 respondents to the Spanish survey believed that funding from the state and private donations should make up the bulk of the support for a children’s museum.



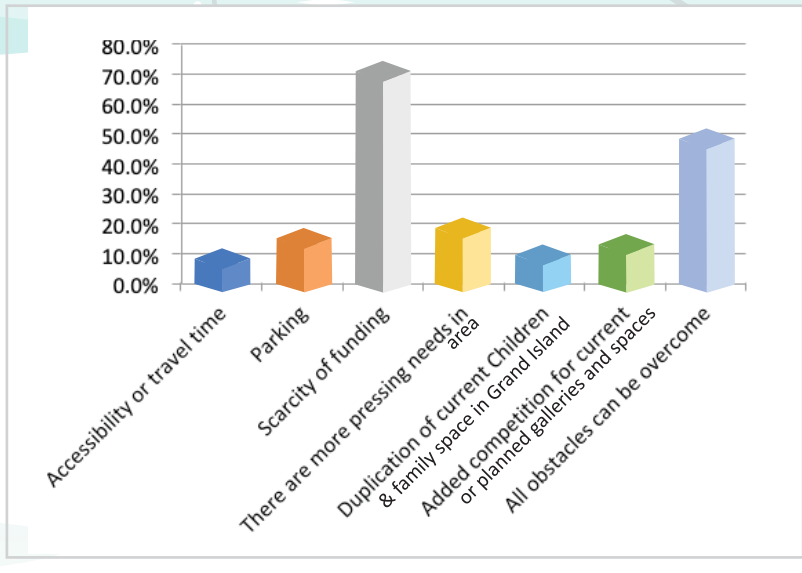
**QUESTION SEVEN** From the list of perceived obstacles in the development of a children’s museum, please check what you believe would be the top three.

Answer Choices	Responses
+ Accessibility or travel time	9.02% 47
+ Parking	15.16% 79
+ Scarcity of funding	71.59% 373
+ More Pressing Needs in area	18.62% 97
+ Duplication of current children & family space in Grand Island	9.40% 49
+ Added competition for current or planned galleries and spaces	12.86% 67
+ All obstacles can be overcome	48.75% 254

Answered 521  
Skipped 8



**QUESTION SEVEN** From the list of perceived obstacles in the development of a children’s museum, please check what you believe would be the top three.



**Spanish Participant Results**

Answer Choices	Responses
+ Accesibilidad o tiempo de viaje	30.00% 6
+ Estacionamiento	20.00% 4
+ Escasez de fondos	65.00% 13
+ Hay necesidades más urgentes en Grand Island	20.00% 4
+ Duplicación del espacio actual para niños y familias en Grand Island	20.00% 4
+ Sera competición para las galerías y espacios actuales o planificados.	15.00% 3
+ Todos los obstáculos se pueden superar.	55.00% 11

**Analysis**

Answered 20  
Skipped 0

71% of 521 respondents viewed scarcity of funding as the number one obstacle to the establishment of a children’s museum. 49% of respondents felt that all obstacles could be overcome. This indicates a consistent concern that sustainability may be an issue. This is a caution for the committee and represents a valid and consistent community concern.

Spanish survey data is consistent with the English survey.



**QUESTION EIGHT** What level of personal gift would you consider making in order to establish the Grand Island Children's Museum?

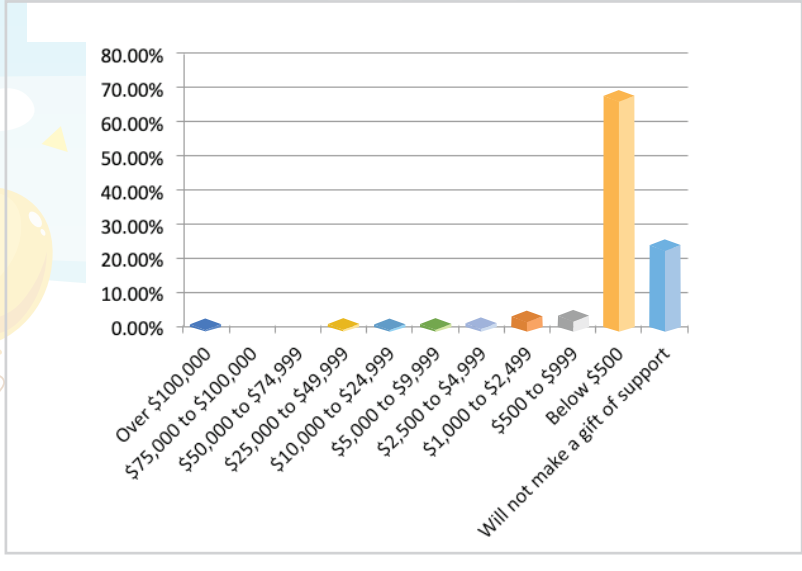
Answer Choices	Responses
+ Over \$100,000	0.38% 2
+ \$75,000 to \$100,000	0.00% 0
+ \$50,000 to \$74,999	0.00% 0
+ \$25,000 to \$49,999	0.19% 1
+ \$10,000 to \$24,999	0.38% 2
+ \$5,000 to \$9,999	0.38% 2
+ \$2,500 to \$4,999	0.96% 5
+ \$1,000 to \$2,499	3.07% 16
+ \$500 to \$999	2.87% 15
+ Below \$500	67.82% 354
+ Will not make a gift of support	23.95% 125

Answered 522  
Skipped 7





**QUESTION EIGHT** What level of personal gift would you consider making in order to establish the Grand Island Children’s Museum?



**Spanish Participant Results**

Answer Choices	Responses
+ Más de \$100,000	10.53% 2
+ \$75,000 a \$100,000	5.26% 1
+ \$50,000 a \$74,999	0.00% 0
+ \$25,000 a \$49,999	0.00% 0
+ \$10,000 a \$24,999	5.26% 1
+ \$5,000 a \$9,999	0.00% 0
+ \$2,500 a \$4,999	0.00% 0
+ \$1,000 a \$2,499	0.00% 0
+ \$500 a \$999	0.00% 0
+ Por debajo de \$500	52.63% 10
+ No hará un regalo de apoyo.	26.32% 5

**Analysis**

Answered 19  
Skipped 1

76% of respondents stated that they would support a capital campaign for a children’s museum with a gift, leaving 24% who stated that they would not. Two individuals indicated that they would give more than \$100,000 to such an effort. This early and positive response indicates a base of support that would be required to launch a sustained and cultivated capital campaign of some kind.

74% of Spanish-speaking respondents selected that they would support the capital project for a children’s museum at some level.



**QUESTION NINE** Would you consider an annual membership fee in support of the operating costs of the Grand Island Children's Museum?



Answer Choices

Responses

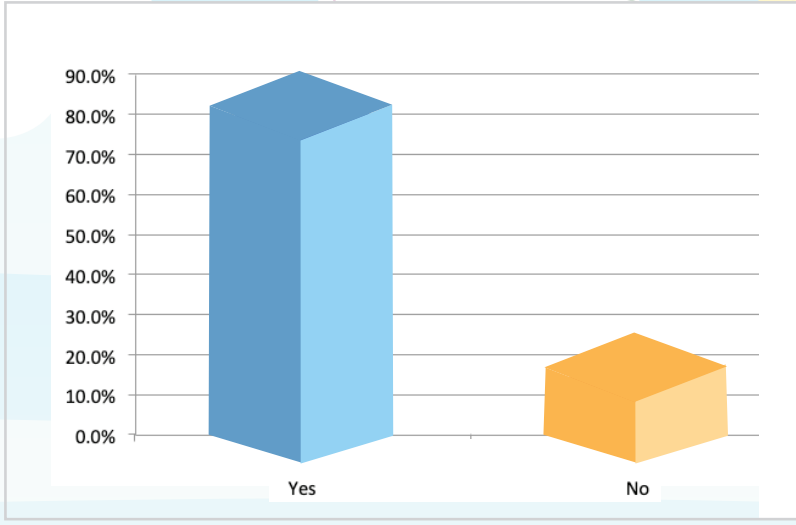
+ Yes	82.48%	433
+ No	17.52%	92

Answered 525  
Skipped 4



30

**QUESTION NINE** Would you consider an annual membership fee in support of the operating costs of the Grand Island Children’s Museum?



**Spanish Participant Results**

Answer Choices	Responses
+ Si	50.00% 9
+ No	50.00% 9
	Answered 18
	Skipped 2

**Analysis**

82% of 525 respondents to Question 9 selected that they would support a children’s museum with an annual membership to support its operating costs. This data, coupled with information garnered during the community input sessions suggests that there is a consistent volume of support for general operating expenses of a children’s museum in our community. In point, the 433 respondents who stated that they would purchase an annual membership is larger than the membership base of some children’s museums nationwide. The committee should carefully consider what that annual membership looks like, given the community’s expression of concerns over accessibility and sustainability revealed in community input sessions and the surveys.

50% of the Spanish speaking respondents who answered Question 9 would support a children’s museum with an annual membership.



# QUESTION TEN

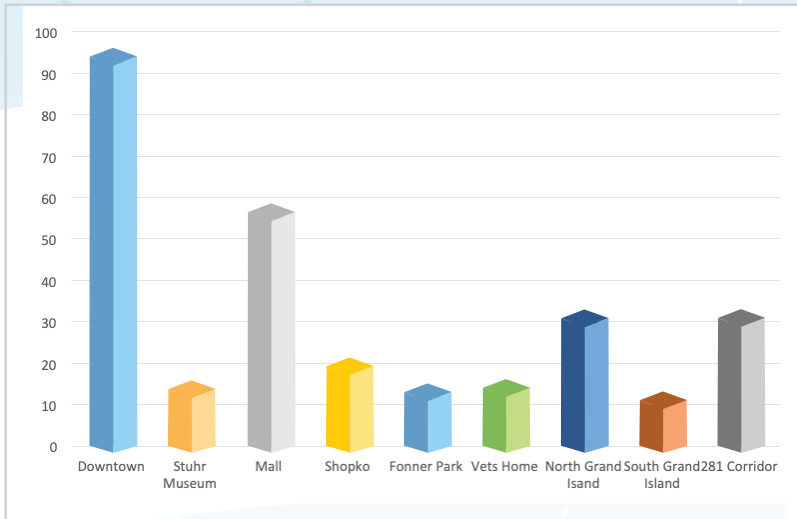
Please list locations in Grand Island that you believe would be more suitable for the children's museum.

+	Answered	332
+	Skipped	197

Question 10 was a free-flowing question that allowed participants to list places where they felt a children's museum would be best located in the community. Significant responses are reflected in the chart including dominant geographical areas like the "281 corridor," north Grand Island, and south Grand Island.



**QUESTION TEN** Please list locations in Grand Island that you believe would be more suitable for the children’s museum.



## Analysis

332 respondents to Question 10 believed that a downtown location and the mall were the dominant locations that a children’s museum should be located. 28% believed it should be downtown, 17% of respondents felt it should be in the mall. Additional and more cardinal in nature, Northwest Grand Island and the “281 corridor” were noted as ideal places for the children’s museum.

There were no Spanish survey responses to Question 10.

## Competitive Cultural Organizations

An analysis of potentially competing cultural organizations with similar missions was conducted. That data was placed into chart comparison format and is presented here.

Community	Organization	Square Footage	Annual Revenue	Annual Expenses	Annual Attendance	Charity Navigator Rating
Kearney, NE	Kearney Children's Museum	20,000	\$278,954	\$290,264	8,000* *(2000 last reported data)	Not rated
Sioux City, IA	Launchpad	20,000	\$538,804	\$990,258		Not rated
Hastings, NE	Children's Museum of Central NE		\$64,856	\$68,999		Not rated
Iowa City, IA	Iowa Children's Museum	28,000	\$1,379,069	\$1,630,394		Not rated
Lincoln, NE	The Lincoln Children's Museum	23,000	\$1,304,417	\$1,486,257	80,000* *(2016 last reported data)	86%
Omaha, NE	The Omaha Children's Museum	40,000	\$4,003,883	\$4,404,287	316,915* *(2016 last reported data)	Not rated



## Funding and Operations Analysis

The Funding and Operations Analysis section of the Grand Island Children's Museum feasibility study develops an understanding of the existing economic climate of Grand Island and its surrounding region, and forecasts the success of funding and operating the proposed children's museum.

The methodology of this analysis includes:

1. Develop an operational seven-year pro forma based on the planned programming for the museum.
2. Identify funding resources within the community of Grand Island and from the region.

### Questions that the Funding and Operational Analysis is investigating:

1. What are the available funding streams for the initial development of the Grand Island Children's Museum?
2. What are the available funding streams for the ongoing operational and programming expenses of the Grand Island Children's Museum?
3. Is the local and regional economy of the capacity to sustain the operation of the Grand Island Children's Museum?
4. What is the City of Grand Island's current position and ability to assist in the development of the Grand Island Children's Museum with regard to infrastructure and access?

## Community Capacity Analysis Questions – Answers

### 1. Is there a need for a children’s museum in Grand Island?

The feasibility study postulates that, based on the data gathered, there is a **valid need for a children’s museum in Grand Island**. Grand Island citizens are currently traveling to surrounding communities and farther to avail themselves of children’s museum activities. Additionally, Grand Island faces challenges that a children’s museum could potentially address: programming for children from ages 2 – 15, for example, or addressing challenges as detailed in the 2012 Health Needs Assessment Study.

### 2. Does the community of Grand Island support the concept of a children’s museum?

The feasibility study postulates that, based on the data gathered, **the community will support the concept of a children’s museum**, through philanthropic capital funding as well as annual membership support for operations.

### 3. Are there existing facilities that can meet the needs of the children’s museum?

The feasibility study postulates that, at the current time of this study, **there are no existing facilities that can meet the needs of the children’s museum**. The study is aware that a distinct, additional, and ongoing effort to establish a children’s museum exists in Grand Island, but absent existing programming to analyze, there can be no assumptions drawn as to whether the community’s needs can be met through that effort.

### 4. Are there existing facilities that the Children’s Museum would duplicate?

The feasibility study postulates that **there are existing facilities that the children’s museum would likely duplicate**, not in the confines of the community of Grand Island, but within driving distance.

### 5. What is the state of the local and regional economy?

**The feasibility study finds that the regional economy is stable and growing.** Grand Island’s population is growing faster than the state average; however, it lags behind in median income. Additionally, the poverty rate in Grand Island is higher than the state average. This suggests that new community initiatives may be slow to root and must be well planned with an eye for some type of sustainability plan.



## Funding And Operational Analysis Questions – Answers

1. What are the available funding streams for the initial development of the Grand Island Children’s Museum?

The feasibility study suggests that **there is consistent philanthropic support to establish a capital campaign for a children’s museum and consistent philanthropic support for general operating costs**, via annual memberships and donations. Nebraska has one of the stronger philanthropic private and corporate foundation bases in the nation. If any amount of successful fundraising can be done with these foundations, it seems reasonable to assume that a sustainable funding model could be constructed. Additionally, LB224 was signed into law by Governor Ricketts on March 21, 2019, authorizing cultural institutions to avail themselves of low-interest bond funding for capital projects. This may make funding for the establishment of a children’s museum more accessible.

2. What are the available funding streams for the ongoing operational and programming expenses of the Grand Island Children’s Museum?

The feasibility study suggests that available **funding streams include corporate sponsorship opportunities**, individual philanthropic support, annual membership fees, private and corporate foundation support, and fee for service activities.

3. Is the local and regional economy of the capacity to sustain the operation of the Grand Island Children’s Museum?

Grand Island is a very unique community in many ways. The Grand Island Area Economic Development Corporation reports that per capita income in Hall County is estimated at \$40,048 – considerably lower than that of the state. However, it also predicts a 14.5% rise in that per capita income to \$45,865 by this year, when ostensibly numbers can be collected. Grand Island’s median income is higher, according to the same source at \$44,791 with an anticipated rise to \$55,326 by this year. This data is similar to the data provided by Data, USA’s 2016 report and anticipates at least substantial growth in per capita income. The Grand Island Area Economic Development Corporation shows substantially more employed workers than Data, USA, as it uses MSA or area data. The most common job groups in the Grand Island area are production occupations followed by office and administrative support occupations and sales and related occupations. It is safe to say that the economy of Grand Island is, in large part, still agriculturally based or, at least, support based of that. Therefore, agriculture market volatility could be key in the sustainability of community-based service organizations. **continue ->**

As is the case with most community-based organizations of this nature, diversified funding and resources will be the key to sustainability. The feasibility study finds that communities of similar nature and stature to Grand Island are sustaining children's museums. **Therefore, it is reasonable to assume that Grand Island could do the same.**

4. What is the City of Grand Island's current position and ability to assist in the development of the children's museum with regard to infrastructure and access?

The steering committee has had multiple conversations with Mayor Steele and members of his city administration. It would appear that the City of Grand Island is, at a minimum, helpful and supportive in this process. Discerning the level of that support and help will be a process, but **it is fair to state that the city is supportive regarding infrastructure and access.**





## SECTION THREE

### CONCLUSION

The establishment of a community-supported children's museum in Grand Island, Nebraska is **feasible**. Considerable thought and development should be given to sustainable funding sources and quality of programming to support and maintain such an operation far into the future. It is likely that such a sustained children's museum would become a vital part of the community of Grand Island and to Central Nebraska.





Grand Island  
*Children's Museum*

GICM Expenses 2020 - 2027										
	CY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028		
<b>Salaries and Wages</b>										
Executive Director (Part Time Year 1 & 2)	\$ 20,000.00	\$ 37,000.00	\$ 48,000.00	\$ 51,500.00	\$ 53,000.00	\$ 54,500.00	\$ 56,275.00	\$ 58,500.00		
Program Director			\$ 32,000.00	\$ 34,000.00	\$ 36,000.00	\$ 38,000.00	\$ 39,500.00	\$ 41,060.00		
Development Director			\$ 32,000.00	\$ 34,000.00	\$ 36,000.00	\$ 38,000.00	\$ 39,500.00	\$ 41,060.00		
Administrative Assistant				\$ 31,000.00	\$ 31,000.00	\$ 32,000.00	\$ 33,000.00	\$ 34,000.00		
Staff (various)							\$ 20,000.00	\$ 50,000.00		
<b>Subtotal</b>	\$ 20,000.00	\$ 37,000.00	\$ 112,000.00	\$ 150,500.00	\$ 156,000.00	\$ 162,500.00	\$ 188,275.00	\$ 224,620.00		
FICA	\$ 1,240.00	\$ 2,294.00	\$ 6,944.00	\$ 9,331.00	\$ 9,672.00	\$ 10,075.00	\$ 11,673.05	\$ 13,926.44		
Medicare	\$ 290.00	\$ 536.50	\$ 1,624.00	\$ 2,182.25	\$ 2,262.00	\$ 2,356.25	\$ 2,729.99	\$ 3,256.99		
Cell Phone	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00		
Retirement			\$ 2,500.00	\$ 3,700.00	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00		
Health Insurance						\$ 12,500.00	\$ 13,000.00	\$ 13,500.00		
<b>Sub Total</b>	\$ 22,130.00	\$ 40,430.50	\$ 123,668.00	\$ 166,313.25	\$ 172,534.00	\$ 192,531.25	\$ 221,278.04	\$ 261,403.43		
<b>Programming</b>										
State Fair Exhibit		\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
Children's Programing x 4	\$ 7,500.00	\$ 2,500.00	\$ 5,000.00	\$ 20,000.00	\$ 25,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00		
Traveling Exhibits					\$ 70,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		
<b>Sub Total</b>	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 35,000.00	\$ 110,000.00	\$ 150,000.00	\$ 170,000.00	\$ 170,000.00		
<b>Fundraising and Marketing</b>										
Donor Development	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00		
Go Big Give	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
Annual Appeal	\$ 350.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		
Material Development	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00		
Printing	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
Website Maintenance	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		
Donor Software			\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
Website Development						\$ 10,000.00	\$ 10,000.00	\$ 2,000.00		
Advertising			\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		
Event expenses	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 8,000.00	\$ 12,000.00	\$ 15,000.00		
<b>Sub Total</b>	\$ 7,350.00	\$ 8,000.00	\$ 20,000.00	\$ 30,500.00	\$ 34,000.00	\$ 52,500.00	\$ 57,000.00	\$ 52,000.00		
<b>Operations</b>										
QuickBooks	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00		
Mailing and Postage	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
Legal Fees	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		
Business and Professional Fees	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
Travel and Mileage	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
Office Supplies and Equipment	\$ 2,000.00	\$ 1,500.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00		
Credit Card Fees	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
Utilities		\$ 5,000.00	\$ 7,000.00	\$ 9,000.00	\$ 10,000.00	\$ 11,000.00	\$ 12,000.00	\$ 13,000.00		
Janitorial and Maintenance		\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
Building and Exhibit Insurance		\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00		
Lawn and Snow		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
DO Insurance		\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00		
Training and Conferences		\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00		
Miscellaneous		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
<b>Sub Total</b>	\$ 11,100.00	\$ 33,900.00	\$ 49,900.00	\$ 48,900.00	\$ 51,400.00	\$ 56,650.00	\$ 56,650.00	\$ 57,650.00		
<b>Total 8 Year</b>										
<b>Total Operational Expenses</b>	\$ 48,080.00	\$ 89,830.50	\$ 203,568.00	\$ 280,713.25	\$ 367,934.00	\$ 451,681.25	\$ 504,928.04	\$ 541,053.43	\$ 2,487,788.47	<b>Total Operational Expenses</b>
<b>Total Operational Revenue</b>	\$ 51,500.00	\$ 105,000.00	\$ 206,500.00	\$ 287,000.00	\$ 372,000.00	\$ 467,000.00	\$ 519,000.00	\$ 553,000.00	\$ 2,561,000.00	<b>Total Operational Revenue</b>
<b>Net Revenue Operations</b>	\$ 3,420.00	\$ 15,169.50	\$ 2,932.00	\$ 6,286.75	\$ 4,066.00	\$ 15,318.75	\$ 14,071.96	\$ 11,946.57	\$ 73,211.53	<b>Net Revenue Operations</b>
<b>Endowment</b>										

GICM Revenue 2020 - 2027											
	CY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028			
<b>Individual Giving</b>											
Annual Appeal	\$ 10,000.00	\$ 12,000.00	\$ 18,000.00	\$ 23,000.00	\$ 28,000.00	\$ 30,000.00	\$ 33,000.00	\$ 35,000.00			
Board Giving	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
Donations	\$ 2,500.00	\$ 5,000.00	\$ 12,000.00	\$ 15,000.00	\$ 18,000.00	\$ 20,000.00	\$ 22,000.00	\$ 25,000.00			
<b>Sub Total</b>	<b>\$ 16,500.00</b>	<b>\$ 21,500.00</b>	<b>\$ 35,000.00</b>	<b>\$ 43,000.00</b>	<b>\$ 51,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 65,000.00</b>			
<b>Foundation Giving</b>											
Grants (Year 1 for ED)	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 100,000.00	\$ 150,000.00	\$ 175,000.00	\$ 175,000.00			
<b>Sub Total</b>	<b>\$ 25,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 150,000.00</b>	<b>\$ 175,000.00</b>	<b>\$ 175,000.00</b>			
<b>Government Giving</b>											
Grants			\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
<b>Sub Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 10,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>			
<b>Corporate Giving</b>											
Sponsorships	\$ 2,000.00	\$ 10,000.00	\$ 17,500.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00			
<b>Sub Total</b>	<b>\$ 2,000.00</b>	<b>\$ 10,000.00</b>	<b>\$ 17,500.00</b>	<b>\$ 20,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>			
<b>Special Fundraising Events</b>											
Annual Event		\$ 10,000.00	\$ 15,000.00	\$ 20,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00			
Go Big Give	\$ 8,000.00	\$ 12,500.00	\$ 18,000.00	\$ 20,000.00	\$ 22,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00			
Giving Tuesday		\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00			
<b>Sub Total</b>	<b>\$ 8,000.00</b>	<b>\$ 23,500.00</b>	<b>\$ 37,000.00</b>	<b>\$ 44,000.00</b>	<b>\$ 51,000.00</b>	<b>\$ 64,000.00</b>	<b>\$ 64,000.00</b>	<b>\$ 64,000.00</b>			
<b>Memberships</b>											
Family			150 \$ 15,000.00	200 \$ 20,000.00	400 \$ 40,000.00	500 \$ 50,000.00	500 \$ 50,000.00	600 \$ 60,000.00			
Corporate			3 \$ 8,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00	\$ 25,000.00	\$ 30,000.00			
<b>Sub Total</b>			<b>\$ 23,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 70,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 90,000.00</b>			
<b>Admission Fees</b>											
Daily			\$ 26,000.00	\$ 52,000.00	\$ 65,000.00	\$ 78,000.00	\$ 91,000.00	\$ 104,000.00			
Special			\$ 3,000.00	\$ 8,000.00	\$ 15,000.00	\$ 20,000.00	\$ 24,000.00	\$ 25,000.00			
<b>Sub Total</b>			<b>\$ 29,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 98,000.00</b>	<b>\$ 115,000.00</b>	<b>\$ 129,000.00</b>			
<b>Endowment/Campaign Support</b>											
<b>Sub Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			
<b>Total Revenue</b>	<b>\$ 51,500.00</b>	<b>\$ 105,000.00</b>	<b>\$ 206,500.00</b>	<b>\$ 287,000.00</b>	<b>\$ 372,000.00</b>	<b>\$ 467,000.00</b>	<b>\$ 519,000.00</b>	<b>\$ 553,000.00</b>	<b>\$ 2,561,000.00</b>	<b>Total Revenue 2020 - 2027</b>	

RESOLUTION 2021-187

WHEREAS, Grand Island Children’s Museum, Inc. (“Museum”) is seeking City Council approval of a non-binding Memorandum of Understanding (“MOU”) for an option to lease the city-owned former armory building and grounds located at Old Potash Highway; and

WHEREAS, the MOU outlines the basic elements of a proposed option to lease agreement; and

WHEREAS, negotiation of a formal option agreement and lease form will follow City Council approval of this resolution; and

WHEREAS, a formal option agreement and lease form will require future City Council consideration and action.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the non-binding Memorandum of Understanding for Option to Lease by and between the City of Grand Island and Grand Island Children’s Museum, Inc., is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item I-4

**#2021-188 - Consideration of Accepting Gift of Crane Sculptures and Assignment of License Rights from the Grand Island Public Library Foundation**

Staff Contact: Jerry Janulewicz



## **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** July 27, 2021

**Subject:** Acceptance Gift of Sculptures from the Grand Island Public Library Foundation, Inc.

**Presenter(s):** Celine Swan, Library Director

### **Background**

The Grand Island Public Library Foundation, hereinafter referred to as the “Donor”, provided funding for and purchased Five, custom built, life-size Sandhill Crane bronze sculptures to be installed in the Public Library Entrance Plaza by the creator Gary Staab and Staab Studios Inc. to be donated and gifted jointly to the City of Grand Island and the Grand Island Public Library Board.

### **Discussion**

In addition to the donation of the physical sculptures donors obtained assignment of certain of the artist’s rights and waiver of rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, a United States law granting certain rights to artists. The donation of the sculptures is accompanied by an assignment of license rights under VARA.

### **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 the City Council adopt the resolution accepting the gift of the sculptures and assignment of license.

### **Sample Motion**

Move to approve the resolution accepting the gift of sculptures and assignment of license.

## LICENSE AGREEMENT

This License Agreement dated as of May 27 2021 (this "Agreement") is made between Gary Staab and Staab Studios Inc. "ARTIST" and the Grand Island Public Library Foundation "PURCHASER".

Whereas, ARTIST and PURCHASER entered into their agreement dated October 13, 2019 (the "Agreement") for the production of five, custom built, life-size Sandhill Crane Bronze sculptures to be installed in the Entrance Plaza of the Grand Island City Library (hereinafter referred to as the "Work"). A copy of the Agreement is attached hereto as Exhibit A and incorporated herein by this reference.

Whereas, Mr. Gary Staab, an individual ("Gary Staab"), as the creator of the design embodied in the Work, and Staab Studios Inc., hereinafter jointly and individually referred to as ARTIST, hold certain rights relating to the Works pursuant to the Visual Artists Rights Act of 1990, 17 U.S.C. §106A, as the same may be amended from time to time ("VARA").

Whereas, pursuant to the Agreement, PURCHASER previously acquired all of ARTIST's legal and equitable interest in and to the Work, subject to ARTIST'S retained right to make reproductions of the Work, for the purpose of donating the Work to the City of Grand Island ("CITY").

Whereas PURCHASER and CITY have requested (a) that ARTIST grant a license to CITY, as donee and immediate transferee of PURCHASER, to reproduce images of the Work as set forth herein and (b) a waiver of certain rights of ARTIST under VARA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

1. Original Work.

ARTIST hereby represents and warrants that the Work is original to ARTIST and that the Work is unique, and will not infringe any copyright, trademark, trade dress rights, patent, right of privacy or right of publicity, contain any libelous or scandalous material, or infringe or violate any other right of any third party, including, but not limited to, other intellectual property or claims by third parties that the Work is proprietary to them. ARTIST further represents and warrants that, as of the date the Work was sold to PURCHASER, ARTIST was the sole and exclusive owner of all right, title and interest, including but not limited to all copyright, in and to the Work, and no other person or entity, other than ARTIST as the creator of the design embodied in the Work, has any rights (as an owner, licensee or otherwise) in or to the Work and that, other than copyright, ARTIST has transferred all right, title and interest in and to the Work to PURCHASER. ARTIST hereby further represents and warrants that, as of the date the Work was sold to PURCHASER, ARTIST had clear, unencumbered title to the Work including the material and medium constituting the Work. The terms and provisions of this Section shall survive the expiration or termination of this Agreement.

2. Reservation, Waiver and Transfer of Rights in the Work.

- a. ARTIST reserves all copyright and reproductive rights in the Work, including the right to claim statutory copyright (the Copyright Act of 1976 and subsequent amendments) in the Work,

except as such rights are limited by this Agreement. By execution hereto, ARTIST unconditionally waives all rights, claims and causes of action under VARA which could be asserted to (i) prevent the installation or subsequent removal of the Work or (ii) form the basis of a claim that (A) the installation or removal or relocation of the Work or (B) the alteration of the surroundings of the Work, including without limitation, the architecture, landscaping, fixtures or furniture, is a distortion, mutilation, modification, relocation, or destruction of the Work in whole or in part, whether intentional or unintentional or prejudicial to the honor or reputation of ARTIST. For the avoidance of doubt, the foregoing waiver does not modify or otherwise impair the right of ARTIST to require attribution of the Work or, alternatively, require the removal of attribution following any of the actions identified in the immediately preceding sentence being taken by the PURCHASER or CITY.

- b. ARTIST hereby irrevocably grants, transfers, conveys, assigns and sets over to PURCHASER and CITY, as the immediate transferee thereof, a worldwide, perpetual, irrevocable, royalty-free, license to use, display, exhibit, prepare derivative Works of, distribute copies of, photograph, video, and otherwise reproduce two-dimensional images of the Work which, absent the prior approval of ARTIST (which shall not be unreasonably withheld), shall be solely on a non-commercial basis, for educational purposes or for the purpose of promoting CITY and its Public Library. Notwithstanding the foregoing, the license does not restrict ARTIST from producing, marketing, selling or otherwise transferring Works substantially similar to the Work for installation and display elsewhere, granting rights similar to those granted herein to such other Works or using images of the Work (including the Work as installed by CITY) in ARTIST'S printed and electronic media promotional materials.
- c. ARTIST further agrees to execute and deliver at the request of PURCHASER any and all other papers, instruments and assignments and to perform any other reasonable acts PURCHASER may require in order to vest all of ARTIST'S rights, title and interest in and to the Work in PURCHASER (i) as are deemed necessary by PURCHASER or by CITY to effect the transfer to PURCHASER, its successors and assigns of all of ARTIST'S right, title and interest in and to the Work, (ii) for maintaining and perfecting PURCHASER'S rights to the Work, and (iii) as may be or become necessary for obtaining, maintaining or protecting said Work.

### 3. Assignment.

ARTIST acknowledges that PURCHASER intends to donate and transfer ownership of the Work and an assignment of the license granted hereby to CITY and by execution hereof consents to such transfer to CITY. CITY shall be a third-party beneficiary of this Agreement.

### 4. Effect; Counterparts.

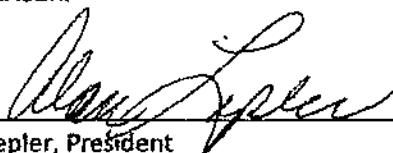
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement expresses the entire final understanding of the parties hereto with reference to the subject matter hereof and may neither be altered nor modified except by a writing duly signed by the parties hereto and consent of CITY. This Agreement may be executed in counterparts and by facsimile or pdf or similar electronic signature with the same force and effect as if all original signatures were set forth in a single document.

ARTIST, and PURCHASER have caused this License Agreement to be executed all as of the day and year first written above.

ARTIST:

  
\_\_\_\_\_  
Gary Staab/Staab Studios Inc.

PURCHASER:

  
\_\_\_\_\_  
Alan Lepler, President  
Grand Island Public Library Foundation

10/31/19

**Scope of Services Agreement** between Staab Studios Inc. and the Grand Island Public Library Foundation / for the production of five, custom-built, life-size Sandhill Crane bronze sculptures to be installed in the Library Entrance Plaza.

**Staab Studios** will provide:

- Preliminary anatomical research.
- Small scale design maquette to the approval of client.
- Jpg updates of progress.
- Oversight of production of the sculptures from concept to installation.
- Cost of crane rental and rigging for installation.
- Shipping from foundry to Grand Island Public Library.
- Transit insurance.
- Crew of two for installation.

**Grand Island Public Library Foundation** will provide:

- Review of small scale maquette
- Funding and oversight of the production of the concrete and seating in the Library Entrance Plaza area.
- Costs and oversight of the installation of lighting for the Library Entrance Plaza area.

**Schedule -**

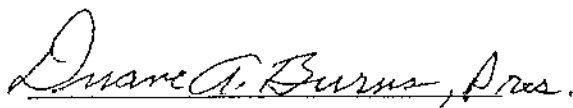
Tentative installation Fall 2020.

**Change Orders** - Any changes to the approved design of the maquette of the animal after approval of the small scale maquette will be charged a fee agreed upon by both parties.

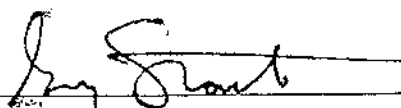
Staab Studios retains the rights of reproduction.

**Payment Terms** - 50% deposit as a stand act of business we ask for a 50% deposit (58,700) to solidify a place in our production schedule upon the signing of the document. Final 50% upon completion

**Total Fee: \$117,552**



Board of Directors  
Grand Island Public library foundation  
1124 W 2nd Street, Grand Island, NE 68801  
308-385-5333 x101



Gary Staab/ Staab Studios Inc.  
20813 Jesse James Farm Rd.  
Kearney, Mo 6460

STAABstudios Inc. 20813 Jesse James Farm Rd. Kearney, MO 64060 816-635-3530

**Declaration of Gift and Assignment of License Agreement**

Grand Island Public Library Foundation, Inc., a Nebraska nonprofit corporation, (“Donor”) is the owner of property described below.

Donor hereby donates, gives, grants, and conveys to the Grand Island Public Library Board and the City of Grand Island the property described as follows: Five, custom built, life-size Sandhill Crane bronze sculptures to be installed in the Public Library Entrance Plaza by the creator Gary Staab and Staab Studios Inc.

Donor assigns to the Grand Island Public Library Board and the City of Grand Island Donor’s right, title, and interest in that certain License Agreement dated May 27, 2021 by and between Gary Staab and Staab Studios Inc. and Donor Grand Island Public Library Foundation, Inc., a copy of which is attached hereto and marked “Exhibit 1”.

Dated: July \_\_\_, 2021.

GRAND ISLAND PUBLIC LIBRARY FOUNDATION, INC., DONOR

By: \_\_\_\_\_  
Alan Lepler, President

\_\_\_\_\_  
Pam Andersen, Secretary

**Acceptance:** Grand Island Public Library Board and City of Grand Island, Nebraska hereby accept the gift of sculpture and assignment of rights described above.

Dated: July \_\_\_, 2021.

GRAND ISLAND PUBLIC LIBRARY BOARD

By: \_\_\_\_\_  
Tanya Hansen, President

Dated: July \_\_\_, 2021.

CITY OF GRAND ISLAND, NEBRASKA

By: \_\_\_\_\_  
Roger G. Steele, Mayor

RESOLUTION 2021-188

WHEREAS, Grand Island Public Library Foundation, Inc. provided funding for and purchased five, custom built, life-size Sandhill Crane bronze sculptures to be installed in the Grand Island Public Library Entrance Plaza by the creator Gary Staab and Staab Studios Inc.; and

WHEREAS, the sculptures are being donated and gifted by the Grand Island Public Library Foundation, Inc. to the City of Grand Island and the Grand Island Public Library Board; and

WHEREAS, the gift and an assignment of license rights was accepted by the Grand Island Public Library Board.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the gift from Grand Island Public Library Foundation, Inc. of five, custom built, life-size Sandhill Crane bronze sculptures to be installed in the Public Library Entrance Plaza and the assignment of license to the City of Grand Island and the Grand Island Public Library Board should be and is hereby accepted on behalf of the City of Grand Island..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
July 23, 2021	☒ City Attorney



# City of Grand Island

Tuesday, July 27, 2021

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of July 14, 2021 through July 27, 2021**

*The Claims for the period of July 14, 2021 through July 27, 2021 for a total amount of \$5,813,088.01. A MOTION is in order.*

Staff Contact: Patrick Brown