



Hall County Regional Planning Commission

Wednesday, April 6, 2022

Regular Meeting

Item S1

Contract Approval - Consideration of approval of a contract with Marvin Planning Consultants to update the Comprehensive Development Plans

Staff Contact:

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

March 25, 2022

SUBJECT: *Contract for Services with Marvin Planning Consultants to Update the Comprehensive Development Plans and Zoning and Subdivision Regulations for Grand Island and Hall County with the option to do the same for Alda, Doniphan, Cairo and Wood River.*

The last significant update to the Hall County and Grand Island Comprehensive Plans was completed in 2004. Staff has secured funding from the City of Grand Island and Hall County to update the plans and regulations for these entities during the 2022, 23 and 24 fiscal years. It is expected that the process will take between 18 and 24 months from the time it begins.

Staff prepared a request for qualifications and advertised for responses along with sending the RFQ to known consulting firms that work in this area. Two firms responded to the RFQ and a committee of Planning Commissioners, Planning Department Staff, City and County Staff and Elected Official representing the City and the County met to review the qualifications and select a firm to negotiate a contract with.

Marvin Planning Consultants was the first choice of the committee and staff has been negotiating the price and scope of the contract. The attached contract for \$220,000 is slightly less than the amount committed by the Grand Island and Hall County toward the project. Marvin Planning has indicated that the cost for Alda to participate would be \$15,000 and Doniphan would be between \$20,000 and \$25,000. Alda is planning to budget funds during the 23 and 24 fiscal years. Doniphan is still considering the proposal. Wood River and Cairo both have newer plans and are not expected to participate.

The Comprehensive Plan is a blue print for growth in the community and is required if a community wishes to use zoning and subdivision regulations to impact how and where that development occurs. The 2004 plans were looking at a 20 year time frame and we are at the end of that horizon.

RECOMMENDATION:

Staff is recommending that the contract with Marvin Planning be approved and that we begin the process of updating the plans and regulations.

_____ Chad Nabity AICP, Planning Director

CONTRACT FOR SERVICES

Hall County Regional Planning Commission

Grand Island/Hall County Comprehensive Plan and Zoning Regulations

This agreement between Hall County Regional Planning Commission (HCRPC) and Marvin Planning Consultants (MPC) is hereby entered into this ____ day of _____, 2022. This agreement shall consist of this document and such other drawings; conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Grand Island/Hall County Comprehensive Plan and Zoning Regulations. A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing of this document and is estimated to be continuous until either party terminates said agreement.

SECTION 1 - Scope of Services

- A. MPC** shall provide the following services to the HCRPC:
See Attachment #1

MPC may combine reports listed above in order to facilitate review and comment. Additional services may be performed by MPC at the direction of the HCRPC and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of the HCRPC, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by HCRPC shall be at HCRPC's sole risk; and HCRPC agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by HCRPC or by others acting through HCRPC.

- B. HCRPC** shall provide the following:

1. A project manager as a direct liaison with MPC to provide instruction and direction on behalf of the HCRPC.
2. As needed, copies of all existing base maps owned by or in the possession of the HCRPC.
3. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
4. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
5. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by MPC (including obtaining advice of an attorney and other consultants as HCRPC deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to MPC whenever HCRPC observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC services, or any defect or nonconformance in MPC's services or in the work of any

Subconsultant.

8. Review by City/County Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
9. MPC shall be entitled to use and rely upon all such information and services provided by HCRPC or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The HCRPC shall pay MPC a fixed fee of \$220,000.00 for the performance of the scope of services in Section 1.

The HCRPC shall be billed monthly for services performed. All Invoices not paid within 30 days will be increased at the rate of 1.0% per month from said day; except as stated below. In addition, MPC may, after giving seven days written notice to HCRPC, suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than HCRPC and MPC.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit on HCRPC and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon HCRPC and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, HCRPC shall pay to MPC all amounts owing to MPC under this Agreement, for all work performed up to the effective date of termination.

Signed this _____ day of _____, 2022.

Hall County Regional Planning Commission

Chair

Date

Marvin Planning Consultants, Inc

Keith A. Marvin AICP, President

Date

Proposed Scope of Services

PLAN KICK-OFF

This phase begins the overall planning process by meeting with staff and steering committee members to put the process in motion.

PROCESS:

- A. Develop a public participation plan with staff using proposed engagement techniques
- B. Conduct Planning 101 meeting
- C. Develop a proposed meeting schedule
- D. Identify and link applicable Social Media networks
- E. Develop videos for use on Public Access to promote the project.
- F. Develop project website
- G. Develop the base maps into formats needed for the Comprehensive Development Plan
- H. Conduct kick-off meeting to discuss project

OUTCOME:

1. Proposed meeting schedule.
2. A total of one meeting with staff to develop schedule.
3. A total of one public workshop meeting including Planning 101.
4. Establish online public engagement strategy and tools.

COMMUNITY ENGAGEMENT

This process will Engage the residents of all project participants in order to determine their visions and desires for the community in the coming years.

PROCESS:

- A. **Two Town Hall Meetings** for Grand Island and Hall County and **one** for each participating smaller community to establish preliminary input for the development of goals, objectives, and policies.
- B. Conduct **focus group** meetings with groups/organizations determined by planning team and staff, including:
 - The school districts and any parochial schools
 - Developers in the area, including Chief Industries, Ray O'Connor, Scott Rief, Josh Rhoads, and others
 - Major employers including Case IH, Hornaday, Chief, Bosselman, GI Express, JBS, the hospitals, McCain Foods, and others
 - Major organizations including the Chamber of Commerce, Grand Island Area Economic Development, Railside,

and others

- Post-secondary education providers: Doane University and CCC

- A. Conduct a **focus group meeting** with the Community Youth Council.
- B. Develop MindMixer component
- C. Develop Crowdsourc Map
- D. Develop online surveys including:
 - Development of postcards to be distributed throughout Grand Island and Hall County
 - Development of a matching poster to be hung county-wide
- A. Establish a Likes and Dislikes exercise with Steering Committee similar to the current comprehensive plan (using smartphones and providing a location to upload photos).
- B. Prepare a summary report of key issues and strategies for the City's acceptance and modify as directed.

COMMUNITY/COUNTY PROFILE

This phase begins the paint the picture of where Grand Island/Hall County and other communities have been and where they appear to be currently. It examines all of the socio-economic data as well as existing facilities, infrastructure, land uses, etc.

PROCESS:

- A. Prepare population characteristics including:
 - Up-To-Date Historic Data
 - Age Cohort Analysis
 - Migration Analysis
 - Population Trends
 - Population Projections
- B. Basic Housing Analysis for Grand Island and Hall County
 - Examine age of housing units
 - Examine substandard housing
 - Examine cost of housing
- C. Economic Analysis
 - Household and Per Capita Income
 - Employment by Industry
 - Economic Trends
- D. Survey and evaluate existing and proposed City facilities as well as examine specific levels of Service needs, including:
 - Parks and recreation
 - Life safety (law enforcement, fire protection, emergency services)
 - Public facilities
 - Historic facilities
 - Educational facilities
- E. Survey and evaluate existing communications and infrastructure, including:
 - Identify existing communications types and assets in the community

- Identify existing water and sewer systems
 - Identify key areas in need of improvement within the water and sewer systems
 - Identify key areas where service extensions may occur in order to support future community expansion.
- F. Survey and prepare existing land uses and physical features information for the following use types:
- Agricultural
 - Residential (SF, MF, and MH)
 - Commercial
 - Industrial
 - Public and Quasi-Public
 - Parks and Open Spaces
 - Rights-of Way
- G. Evaluate transportation facilities including:
- Existing road systems and classifications
 - Projected road system needs.
 - Existing highway system
 - Existing trails system (locally and regionally)
 - Existing infrastructure at Central Nebraska Regional Airport)
 - Existing and potential changes to the UPRR and BNSF systems in Grand Island and Hall County.
 - Inclusion of priorities from the MPO's 2045 Long Range Transportation Plan and the Bicycle and Pedestrian Master Plan

OUTCOME:

1. Survey of existing land uses and facilities throughout Grand Island and Hall County.
2. Document conditions by location and type of base maps.
3. Strategic Analysis Report including population, economic and land use trends and projections.
4. Evaluation of existing community facilities/ recommendations for future needs in Grand Island and Hall County.
5. A total of three meeting with planning commission and/or Steering Committee for Grand Island and Hall County.

GRAND ISLAND/HALL COUNTY TOMORROW

This step in the planning effort takes the existing data, information, thoughts, desires, needs and puts it into a implementable set of policies for the future.

PROCESS:

- A. Development of a future land use plan including maps (utilizing ArcGIS) addressing specific issues such as, but not limited to:
 - Growth management policies and priority growth areas
 - Commercial development cores and nodes
 - Historic Preservation
 - Community Character and Urban Design
 - Housing and Neighborhoods
 - Sub-area Plans (specifically the Conestoga Mall Environs)
 - Economic Development Chapter as discussed in outline
 - Parks, Open spaces and trails
- B. Conduct two Public Open Houses to present the alternative land use plans and receive feedback on the desirable options.
- C. Refine the land use plans as directed after completion of the Open Houses
 - Development of a future land use plan
- D. Develop Hazards Chapter.
- E. Develop Natural Resources Chapter
- F. Development of a Public Health Chapter
- G. Development of a Sustainability Chapter
- H. Development of Annexation Chapter
- I. Develop Transportation Chapter incorporating:
 - Public input collected during Grand Island Vision Phase and the 2045 Long Range Transportation Plan and the Bicycle and Pedestrian Master Plan
 - Plans being considered by the City, Counties, and State
 - Observations of the planning team

OUTCOME:

1. Completed growth management plan
2. Completed future land use plans
3. Complete other chapters
4. Completed transportation plan.
5. A total of **two Open House** to present proposed land uses.
6. A total of **three (each) public workshop meetings** with Steering Committee

PLAN IMPLEMENTATION

This step in the planning effort begins developing long-term visions for the community.

PROCESS:

- A. Review draft of Grand Island/Hall County Action Plan - Implementation program for Comprehensive Plan.
- B. Identify key persons in the community who will need to be involved in the implementation of the Grand Island/Hall County Comprehensive Plan.
- C. Research and identify specific funding sources that can aid in the implementation of the Comprehensive Plans.

GRAND ISLAND/HALL COUNTY ZONING AND SUBDIVISION UPDATES

PROCESS:

1. Prepare Zoning Regulations for review by Steering Committee, Staff, Attorney and eventual adoption by the governing body.
2. Prepare subdivision regulations and design standards for review by Steering Committee, Staff, Attorney and adoption by the governing body.
3. Conduct up to seven Steering Committee meetings with each group.
4. Conduct Public Hearings on Comprehensive Development Plan, Zoning and Subdivision Regulations.
5. Produce Final Document.
6. One electronic copy on CD of all final material
7. Up to 25 copies of the completed plan and regulations as well as one copy of Land Use Plan and Official Zoning Map in wall-size

SUPPORT GRAND ISLAND/HALL COUNTY

- A. Provide technical support to officials and staff through telephone and email consultation and brief reports during plan process.
- B. Review development plans impacting the land use patterns of Grand Island and Hall County that are submitted during the planning process for consistency with the Plan
- C. Provide technical support after completion and adoption of the plan, by telephone.
- D. Attend meetings as needed at established hourly rates.

GRAND ISLAND HOUSING ACTION PLAN

Task 1: Market Analysis

The team will undertake a quantitative analysis of the existing and projected housing market, end date to be determined by the client. The purpose of this analysis is to examine historical trends, the current state of Grand Island, and project future needs. This analysis will examine:

- Past and current housing efforts undertaken within Grand Island and surrounding areas that impact Grand Island's housing market
- Households by income, tenure, type
- Special needs populations (very low income, seniors, disabled, etc.)
- Existing conditions (age and condition)
- Historic and projected sales and construction activity
- Projected population and household growth by age, tenure, type
- Other market factors that influence housing demand positively or negatively such as employment trends, commuting patterns and other externalities.

The outcome will be a report of existing conditions and projected needs based on the items outlined above. The report will include charts, graphs, maps, and associated narratives.

Task 2: Community Engagement

The team will undertake a robust community engagement effort to supplement the quantitative analysis performed in Task 1. These efforts will include community surveys, stakeholder focus groups and visioning sessions. The goal is to better understand the nuances of the housing market that may not be apparent in the qualitative data. The team will interview stakeholders directly engaged in the housing market including builders/developers, Realtors/Realists, non-profit housing providers, fair housing advocates, major employers and other individuals or organizations identified during the planning process.

Task 3: Issues and Opportunities

Based the results of Task 1 and Task 2 the team will prepare a report on the issues and opportunities of the housing marking within Grand Island. The report will identify current and future challenges facing the Grand Island housing market identified through data collection and analysis, along with the various stakeholder surveys and focus group results. Additionally, the report will focus on the opportunities ahead for Grand Island including the future demand, desired type and location of housing.

Task 4: Strategic Implementation Plan

The final chapter will provide an implementation roadmap designed to address the identified issues and opportunities. The strategic plan will focus on achievable near and mid-term goals and activities, along with long-term “stretch” goals and activities. The chapter will link desired goals and outcomes with specific implementable activities and funding streams and partners. The goal of this chapter is to align activities, resources and organizations so all Grand Island stakeholders are working cooperatively to address the housing challenges and future opportunities within the community.

The final plan will meet or exceed the requirements of Nebraska laws.