



Community Redevelopment Authority (CRA)

**Monday, October 24, 2005
Regular Meeting Packet**

Board Members:

Lee Elliott

Tom Gdowski

Barry Sandstrom

Sue Pirnie

Glen Murray

**4:00 PM
Grand Island City Hall
100 E 1st St**

Call to Order

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.

DIRECTOR COMMUNICATION

This is an opportunity for the Director to comment on current events, activities, and issues of interest to the commission.



Community Redevelopment Authority (CRA)

Monday, October 24, 2005
Regular Meeting

Item A1

October Agenda

Staff Contact: Chad Nabity

AGENDA
Monday, October 24, 2005
4 p.m.
City Hall

1. Call to Order Barry Sandstrom
 2. Approval of Minutes of September 14, 2005 Meeting
 3. Approval of Financial Reports
 4. Approval of Bills
 5. Approval of Funding Request (Development Contract) with Habitat for Humanity re: reimbursement for demolition at 1216 St. Paul Road
 6. Façade Improvement Application from Jack Hansen re: Hansen Employment Office at 2nd and Elm
 7. Façade Improvement Application from Maudie Walters re: Martin Building at 3rd and Wheeler
 8. Review of Committed Projects
 9. ADJOURN TO EXECUTIVE SESSION TO DISCUSS NEGOTIATIONS
- RETURN TO REGULAR SESSION
10. Approve Resolution or Resolutions to Purchase Property
 11. Directors Report
 12. Adjournment



Community Redevelopment Authority (CRA)

Monday, October 24, 2005
Regular Meeting

Item B1

Meeting Minutes

Staff Contact: Chad Nabity

OFFICIAL PROCEEDINGS

MINUTES OF

COMMUNITY REDEVELOPMENT AUTHORITY

MEETING OF

September 14, 2005

Pursuant to due call and notice thereof, a Regular Meeting of the Community Redevelopment Authority of the City of Grand Island, Nebraska was conducted on September 14, 2005, at City Hall 100 E First Street. Notice of the meeting was given in the September 7, 2005 Grand Island Independent.

1. Chair Barry Sandstrom called the meeting to order at 4:03 p.m. The following members were present: Glen Murray, Tom Gdowski, Lee Elliott, Barry Sandstrom. Also present were, Director Chad Nabity, legal counsel Duane Burns, Secretary Karla Collinson, City Attorney Doug Walker, Treasurer Dave Springer.

2. APPROVAL OF MINUTES. Motion by Elliott, second by Murray to approve the minutes of the Community Redevelopment Authority meeting of August 16, 2005. Upon roll call vote, all present voted aye. Motion carried unanimously.

3. APPROVAL OF FINANCIAL REPORTS. Springer reviewed the financial reports for the period of August 1, 2005 through August 31, 2005. He noted ending Expenses of \$3,112.00, Ending Revenue 13,827.00, total ending cash is 1,090,647.00. Motion by Elliott, second by Gdowski, to approve the financial reports. Upon roll call vote, all present voted aye. Motion carried unanimously.

4. APPROVAL OF BILLS. The bills were reviewed by the Authority. Springer said the two bills are for administrative fees of 1,250.00 and Façade Improvement to Rasmussen & Associates for 235 E 3rd in the amount of \$50,000.00. Motion by Gdowski, second by Elliott to approve. Upon roll call vote, all present voted aye. Motion carried unanimously to approve the payment of bills in the amount of \$51,250.00.

5. PUBLIC HEARING ON PROPERTY TAX REQUEST FOR CRA FY 2005 - 2006 PROPERTY TAX REQUEST Sandstrom opened the Public

Hearing. There was no discussion or comment, Sandstrom closed the Public Hearing.

6. APPROVE RESOLUTION #66 - CERTIFICATION OF CRA FY 2005 - 2006 PROPERTY TAX REQUEST A motion was made by Murray, second by Gdowski to approve Resolution #66 Certification of CRA FY 2005 - 2006 Property Tax Request. Upon roll call vote, all present voted aye. Motion was adopted unanimously.

7. Discussion of Request for Assistance removing blighted houses for Habitat for Humanity Burns explained that it is possible by law for the CRA to grant funds to Habitat for removal of a dilapidated residential structure in the Blight and Substandard area. Dana Jelinek with Habitat for Humanity said she has received one bid for \$3,900.00 and is waiting on a second bid to demolish the house. Burns suggested that if the Board votes to grant funds to Habitat, that a redevelopment contract be entered into with Habitat setting forth the parameters of the grant and to require use of the funds for the development of the property into new residential housing. A motion was made by Murray, second by Elliott to approve the director to write up the contract with Habitat and present it to the CRA board. Upon roll call vote, all present voted aye. Motion was adopted unanimously.

8. REVIEW OF COMMITTED PROJECTS Springer pointed out that Rasmussen and Associates for \$50,000.00 was paid today.

9. ADJOURN TO EXECUTIVE SESSION TO DISCUSS NEGOTIATIONS. Motion by Gdowski, second by Elliott to adjourn to Executive Session at 4:22 p.m. to discuss land negotiations. Upon roll call vote, all present voted aye. Motion was adopted unanimously.

MOTION TO RETURN TO REGULAR SESSION. Motion by Gdowski, second by Murray to return to Regular Session at 4:57 p.m. Upon roll call vote, all present voted aye. Motion was adopted unanimously.

10. Approve Resolution or Resolutions to Purchase Property. A motion was made by Murray 2nd by Elliott to approve Resolution #67 for the CRA to purchase the property at 408 E 2nd Street for \$6,000.00. Upon roll call vote, all present voted aye. Motion was adopted unanimously.

A motion was made by Elliott 2nd by Gdowski to approve Resolution #68 for the CRA to purchase the property at 2707 - 2709 South Locust Street for \$155,000.00. Upon roll call vote, all present voted aye. Motion was adopted unanimously

11. DIRECTORS REPORT Next meeting was set for October 20, 2005 at 4:00.

12. ADJOURNMENT Motion by Murray, second by Gdowski to adjourn at 5:05.

Respectfully submitted,

Chad Nabity
Director



Community Redevelopment Authority (CRA)

Monday, October 24, 2005
Regular Meeting

Item D1

Bills

Staff Contact: Chad Nabity

DATE: October 2005

TO: Community Redevelopment Authority Board Members

FROM: Chad Nabity, Planning Department Director

RE: Bills Submitted for Payment at October 24, 2005 CRA Meeting

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

City of Grand Island

Administration

Accounting

Mayer, Burns, Ahlschwede, Koenig	board meeting & Habitat research	337.50
Mayer, Burns, Ahlschwede, Koenig	board meeting, Smolinski Work	462.50
Grand Island Independent	2 Meeting Notices	34.35
Quality Cut Shrub & Lawn Care for Brush Clean up		50.00
Office Net for Office Supplies		48.89

Total:	<u>933.24</u>
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Item E1

Committed Projects

Staff Contact: Chad Nabity

COMMITTED PROJECTS	AMOUNT	ESTIMATED DUE DATE
Comprehensive Downtown Plan	\$9,980	March 2006-Contract Approved
South Locust Street Identity & Design Plan	\$5,000	2004
Rasmussen & Assoc	\$50,000	September 14, 2005
Martin Building Bill Ziller	\$39,500	March 31, 2006
Heartland Events Ctr	\$430,000	
Total Committed	\$525,000	

September 2006



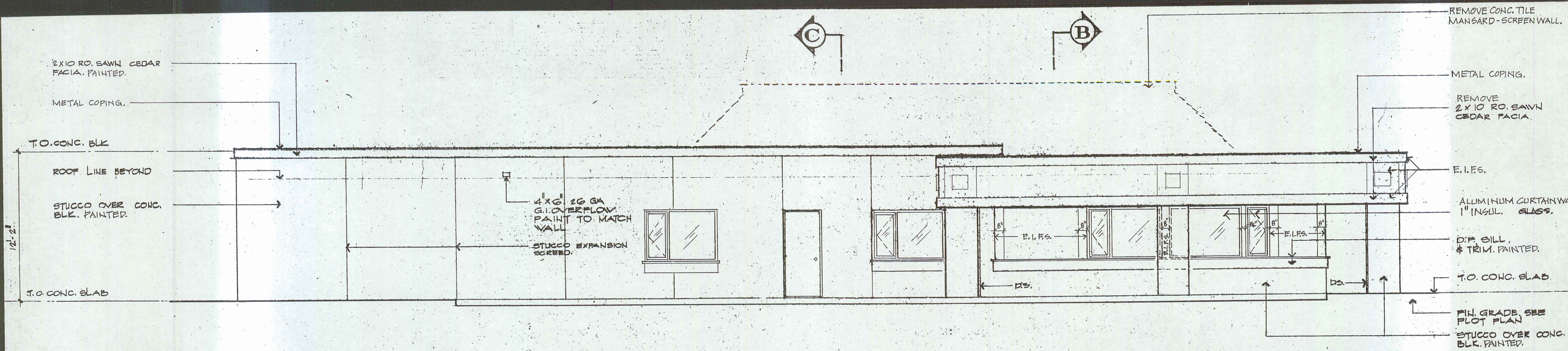
Community Redevelopment Authority (CRA)

Monday, October 24, 2005
Regular Meeting

Item F1

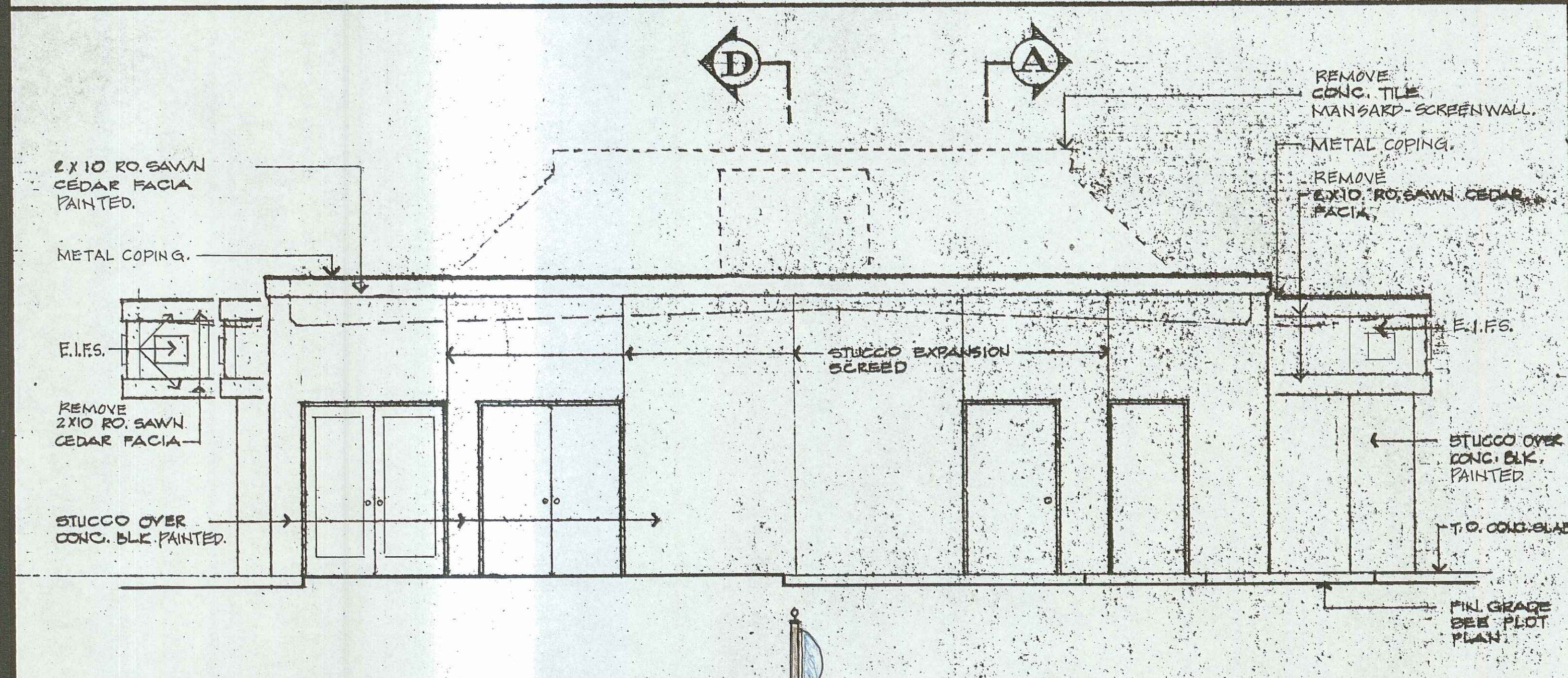
Facade Request

Staff Contact: Chad Nabity



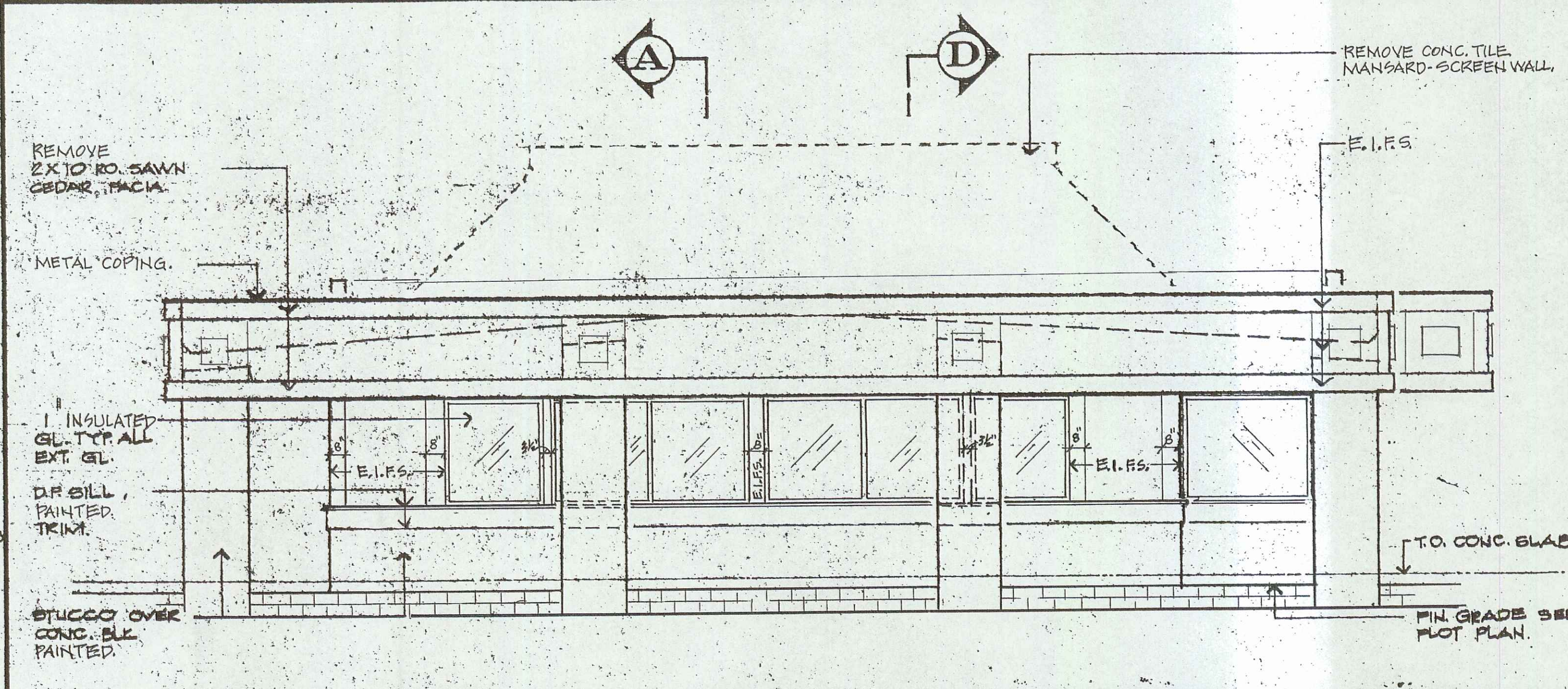
LEFT ELEVATION

SCALE 1/4" = 1'0"



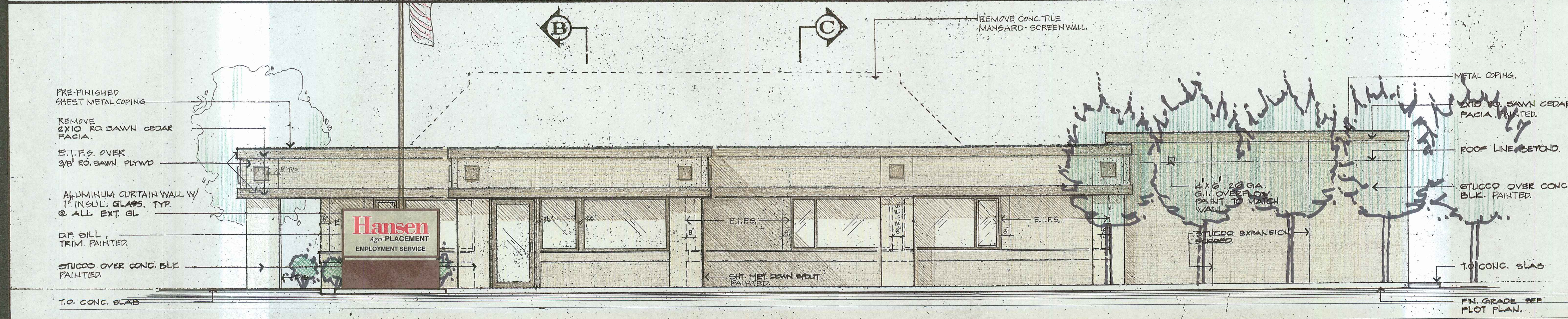
REAR ELEVATION

SCALE 1/4" = 1'0"



FRONT ELEVATION

SCALE 1/4" = 1'0"



RIGHT ELEVATION

SCALE 1/4" = 1'0"

REVISIONS

1	
2	
3	

DATE 9-25-05
DRAWN [Signature]
CHECKED BY [Signature]
JOB NO.

Grand Island, Nebraska

Alterations to Existing Building for
HANSEN EMPLOYMENT SERVICE

SHEET A

4 OF

FALL 2007



THE RESTORATION GOAL IS TO REPLACE MUCH OF THE ARCHITECTURE ACCORDING TO THE ORIGINAL BUILDING STYLE INCLUDING THE BRICK COLOR, PEDIMENT AND CORNICE SHAPES AND WINDOW TREATMENT.

AS BUILT 1885



ORIGINALLY THIS RED BRICK BUILDING WAS BUILT IN 1882 FOR GRAND ISLAND BANKING COMPANY. IN 1892 THE BUILDING WAS EXTENDED TO THE ALLEY.

AUGUST 2005



THE STUCCO IS RAPIDLY FAILING AND IS LEAKING ON THE EAST AND NORTH SIDES OF THE BUILDING.



Community Redevelopment Authority (CRA)

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Regular Meeting

Item G1

Habitat for Humanity Request

Staff Contact: Chad Nabity

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into this 24th day of October, 2005, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority") and Grand Island Area Habitat for Humanity, Inc., a Nebraska Corporation ("Redeveloper").

W I T N E S S E T H

WHEREAS, Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a project in the redevelopment area; and

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

ARTICLE I

OBLIGATIONS OF THE AUTHORITY

Authority will loan to the Redeveloper, for the purpose of paying Project Costs, the amount of \$3,900.00.

ARTICLE II

OBLIGATIONS OF REDEVELOPER

Section 2.01 Construction of Project; Insurance.

- (a) Redeveloper will acquire the project site described as follows:

Lot One (1), Weinert Subdivision, City of Grand Island, Hall County, Nebraska.

Redeveloper will cause the asbestos in the improvements on the site to be removed by a qualified contractor who performs the removal pursuant to the Federal and State regulations currently in effect. Redeveloper shall then cause the improvements on the site to be cleared and the premises prepared for construction. After a dwelling house is built on the premises and ownership transferred to a qualified family pursuant to

guidelines established by the Redeveloper, notice of completion shall be given to the Authority pursuant to subparagraph (b) of this section. If the Redeveloper sells the vacant lot or fails to complete construction of the dwelling house within five (5) years from the date of this agreement, Redeveloper agrees to repay the amount of this loan, without interest, upon notice of default by the Authority. If the Redeveloper complies with all of the terms of this agreement, the obligation to repay this loan shall be null and void.

(b) Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper. As used herein, the term "completion" shall mean substantial completion of the Project.

Section 2.02 No Discrimination.

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

ARTICLE III

DEFAULT, REMEDIES; INDEMNIFICATION

Section 3.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this contract, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure

to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract.

Section 3.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Redevelopment Contract to the contrary, neither Authority, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

This Redeveloper will indemnify and hold each of the Authority and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project Area during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project Area, or in anyway related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Governing Law.

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

Section 4.02 Binding Effect, Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

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

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA

By _____
Its Chair

ATTEST:

Secretary

GRAND ISLAND AREA HABITAT
FOR HUMANITY, INC.,
A Nebraska Corporation

By _____
Dana Jelinek, Executive Director