
City of Grand Island



Monday, March 26, 2012
Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East First Street

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 - Invocation - Pastor Jason Warriner, Abundant Life Christian Church, 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

Monday, March 26, 2012

Council Session

Item C1

Proclamation “April as Month of the Military Child” 2012

To show support and thank military children for their strength and sacrifice, everyone across the State of Nebraska is encouraged to wear purple on Friday, April 13, 2012. The Mayor has declared April 13, 2012 as "Purple Up! For Military Kids". See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

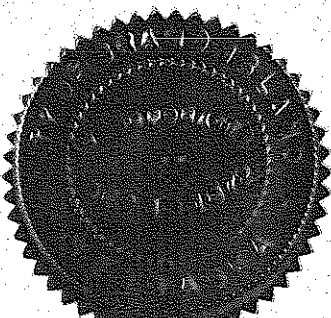
- WHEREAS, April marks the nation's "Month of the Military Child," a time to honor youth impacted by deployment; and
- WHEREAS, in celebration, Nebraska Operation: Military Kids (OMK), part of the 4-H Youth Development program of the University of Nebraska-Lincoln Extension, invites you to join them for the 2nd annual "Purple Up! For Military Kids"; and
- WHEREAS, everyone across the state of Nebraska is encouraged to wear purple on Friday, April 13th, as a visible way to show support and thank military children for their strength and sacrifices; and
- WHEREAS, purple is the color that symbolizes all branches of the military, as it is the combination of Army green, Coast Guard blue, Air Force blue, Marine red and Navy blue; and
- WHEREAS, OMK hopes everyone will take this opportunity to appreciate and celebrate these young heroes.

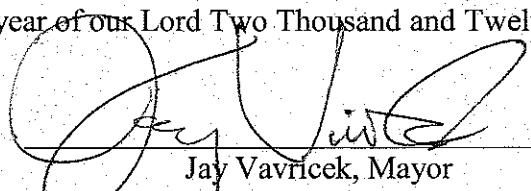
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim April 13, 2012 as

"PURPLE UP! FOR MILITARY KIDS"

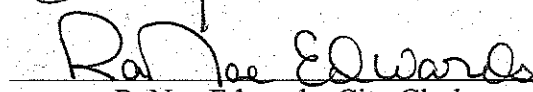
day in the City of Grand Island, and encourage all citizens to wear purple on Friday, April 13, 2012 in support and thanks to the military children of our nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-sixth day of March in the year of our Lord Two Thousand and Twelve.




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item E1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA Area #1 Located in East Grand Island at the Existing Lincoln
Park, North of 7th Street and East of Beal Street**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: March 26, 2012

Subject: Amendment to Redevelopment Plan for CRA Area #1

Item #'s: E-1 & G-3

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council reauthorized the declaration of property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of a number of redevelopment tools. One of those tools authorized by the Grand Island City Council and the generalized redevelopment plan is a tax levy for the CRA to be used for redevelopment purposes within areas that have been declared blighted and substandard. In 2011 the Grand Island City Council approved an increase to the CRA budget and levy authority that will generate approximately \$200,000 annually for the purpose of rebuilding the Lincoln Park Pool.

The Grand Island CRA is preparing to issue bonds for the redevelopment of the Lincoln Park Pool. As part of that process, bond counsel has helped write a redevelopment plan amendment for consideration by the Grand Island City Council. The proposed amendment is attached.

The CRA reviewed the proposed development plan on February 15, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on March 7, 2012.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on March 7, 2012. The Planning Commission approved Resolution 2012-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment and to enter into the record a copy of the plan amendment. This plan amendment authorizes the CRA to issue bonds as necessary for the purpose of redeveloping Lincoln Park Pool to the plans and specifications approved by the Grand Island City Council with the construction contracts for the project. The CRA will issue bonds to be repaid from the CRA levy as authorized by the Grand Island City Council.

It is anticipated that the CRA will issue bonds in the amount of approximately \$1,550,000 for the reconstruction of the pool. It is estimated that it will take between 8 and 10 years to pay off those bonds using \$200,000 of the CRA levy annually to make those payments. The bond documents have not been drawn up and will not be until construction on the pool is about to begin and bid numbers are available to confirm costs. The passage of this redevelopment plan is essential to granting authorization to the CRA to issue the bonds at the appropriate time.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

Plan Modification for CRA Area #1 (Lincoln Park Swimming Pool)

Overview

The Mayor and Council of the City of Grand Island (the “City”) have by resolutions adopted in 1995 and 2000 determined an area of the City to be both blighted and substandard and designated such area as Redevelopment Area #1 (“Area #1). That the description of the boundaries of Area #1 are set forth in Resolution 2000-388 passed and approved by the Mayor and Council of the City on December 19, 2000 (the “Area Resolution”).

The Community Redevelopment Authority of the City of Grand Island (the “CRA”) on November 21, 1995, with subsequent approval by the Mayor and Council of the City on December 18, 1995, adopted a general Redevelopment Plan for Area #1 (the “Original Plan”). This Plan Modification for CRA Area #1 (the “Plan/Modification”) is intended to carry out certain of the purposes of set forth in the Original Plan and also to serve as a separate and specific redevelopment plan for purposes of accomplishing the redevelopment project described in this Plan/Modification in order to provide for the redevelopment of Area #1. This Plan/Modification is being adopted pursuant to the provisions of the Sections 18-2101 to 18-2144, R.R.S. Neb. 2007, as amended, the “Community Development Law”). Because of the nature of the specific project, it is expected that it will also contribute to the benefit and redevelopment of CRA Redevelopment Area #5 and certain other areas as well.

Among the redevelopment actions proposed in the Original Plan were encouraging the removal of substandard and dilapidated structures within Area #1 and the extending of infrastructure to areas lacking service.

The specific project to which this Plan/Modification relates is the construction of a replacement swimming pool facility for Lincoln Park (the “Project”). Based upon neighborhood meetings and surveys of residents of Area #1, the Lincoln Park swimming pool represents one of the primary public assets drawing residents to the area. The Lincoln Park Pool is subject to an administrative order from the Nebraska Department of Health and Human Services (“HHS”). Under the administrative order the City has been able to keep the pool open by installing and maintaining a temporary recirculation line. The City has received notification from HHS that the City can continue to operate the pool with the temporary recirculation lines through the summer of 2012. Construction of a replacement pool facility in 2012 as a redevelopment project will allow the new pool to open for the 2013 swimming season and thus maintain quality recreational service for the residents of Area #1 on a continuous basis.

Lincoln Park Pool is one of the few amenities Area #1 that are likely to draw people from other parts of the City. Area #1 is geographically isolated from the rest of the City by rail lines and there are few attractions that bring people from other parts of the City, other than the existing pool facility, the auction house and the humane society.

There are no registered neighborhood associations whose area of representation is located in whole or in part within a one-mile radius of the area to be redeveloped as describe in this Plan/Modification. This Plan/Modification does not provide for any use of funds authorized by Section 18-2147, R.R.S. Neb. 2007, as amended, and therefore does not directly affect any county, school district, community college, educational service unit or natural resources district.

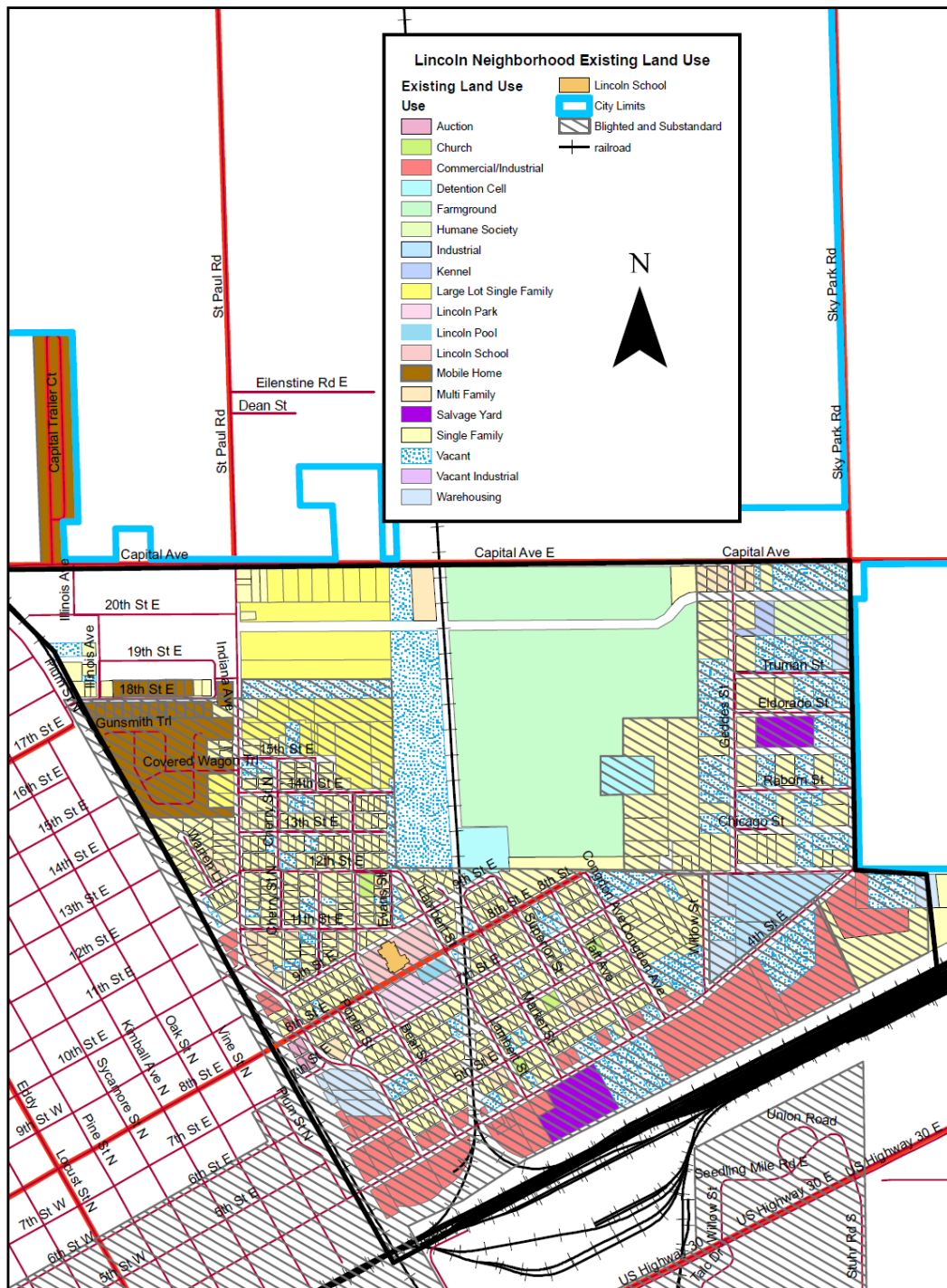
Property Description

This general area expected to be served by the Project includes a substantial portion of of Area #1, part of Area #5 and certain property adjacent to Area #1 and Area #5 (portions of which are not currently subject to any blight and substandard determinations), all as situated within the area east of the Burlington Northern Santa Fe Tracks, north of the Union Pacific Tracks and south of Capital Avenue all within the City of Grand Island. The attached map shows the area expected to benefit and and those portions of such area that have been declared blighted and substandard.

For purposes of this Plan/Modification and the exercise of the powers of the CRA, the area being redeveloped is that area shown in the above map which is located within Area #1, with the other areas shown in the map, including portions of Area #5, expected to receive incidental benefits. All redevelopment actions of the CRA and the City under this Plan/Modification are to occur only within Area #1.

Existing Land Use

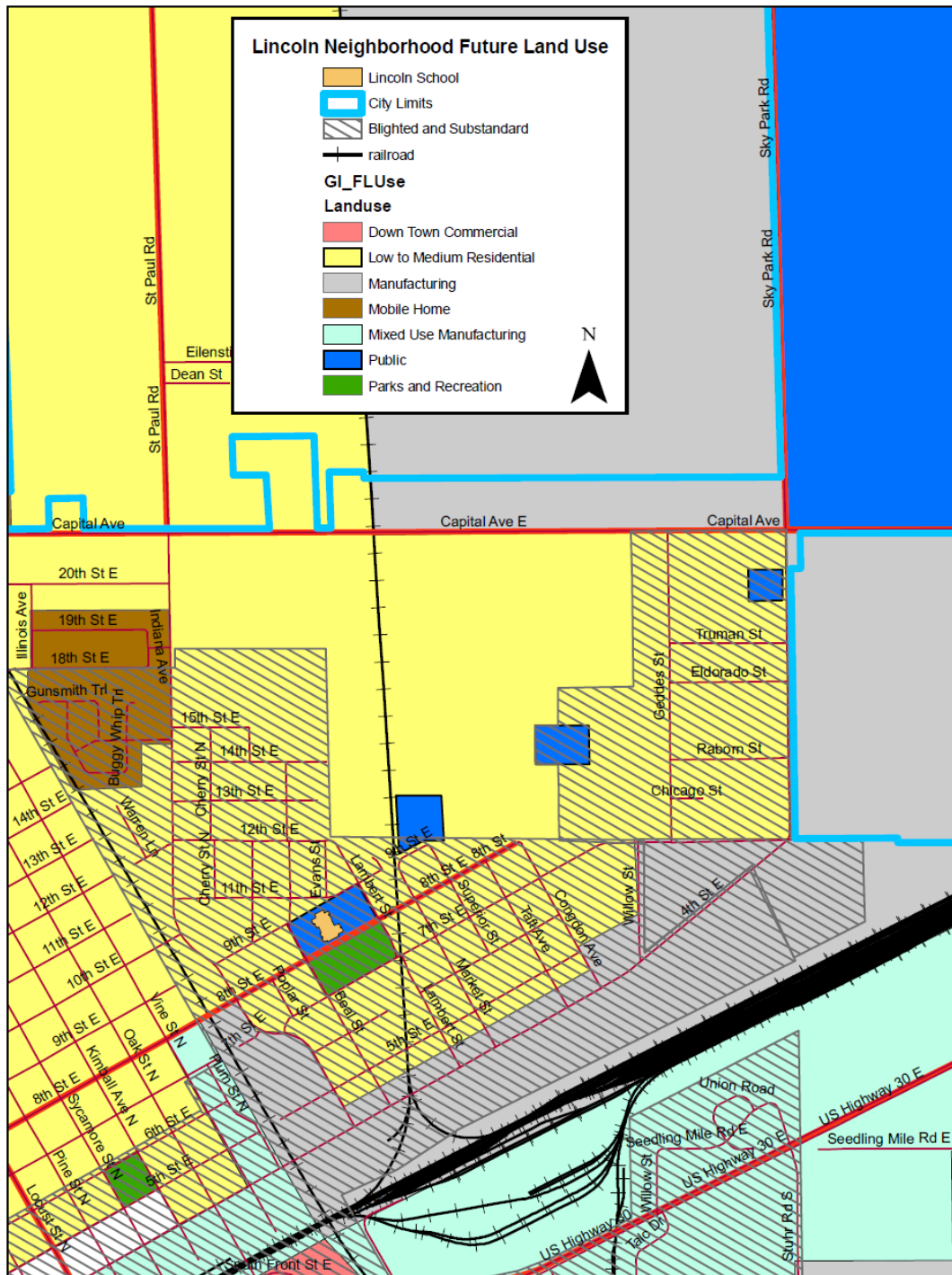
The most common use in this neighborhood is residential. The most common residential use is detached single family. Along both the Union Pacific Railroad and the Burlington Northern Santa Fe tracks most of the development is industrial or commercial in nature. There are also some significant undeveloped areas and areas used exclusively for agriculture as shown on the attached map.



Future Land Use Plan

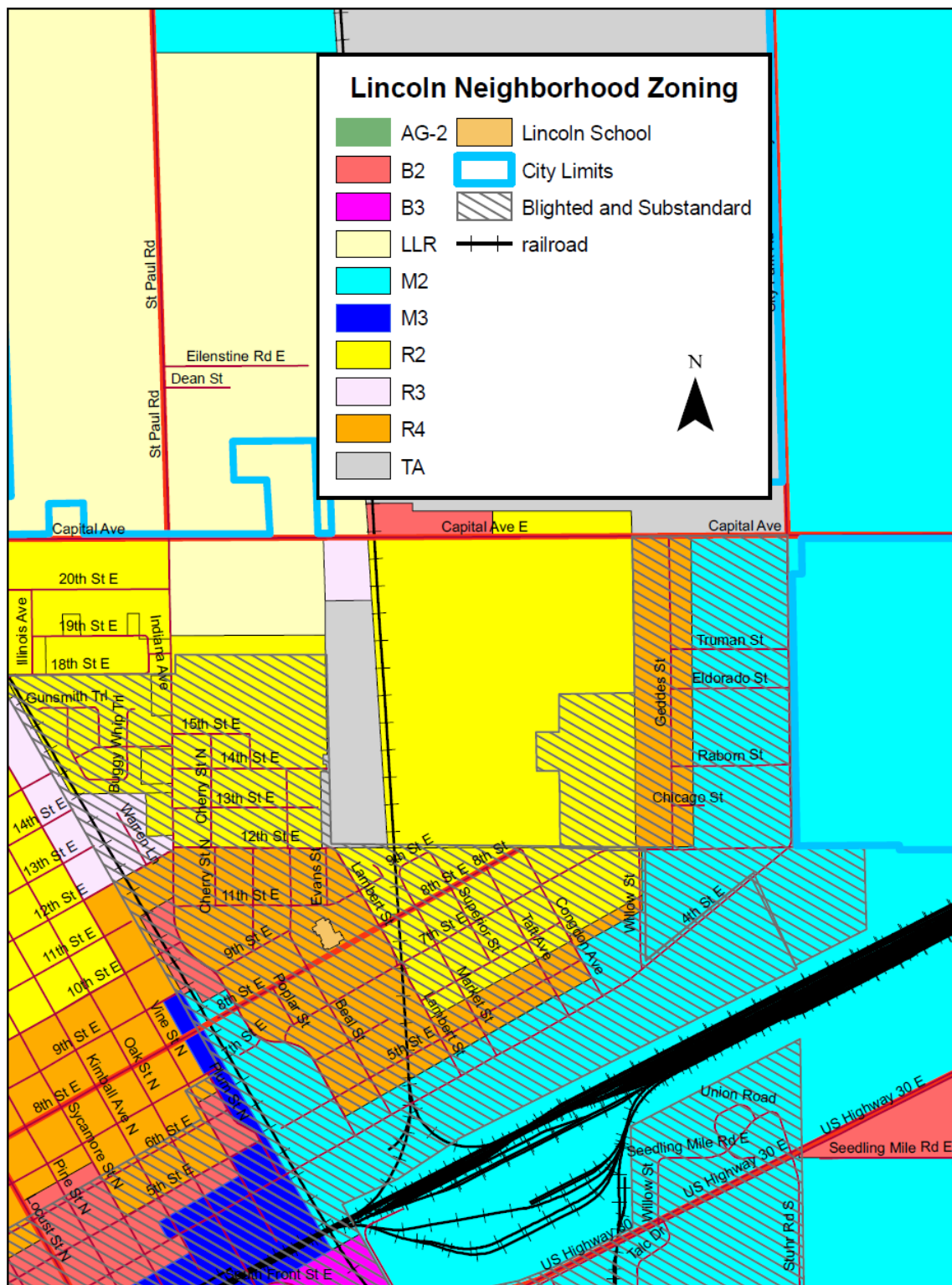
See the attached map from the 2004 Grand Island Comprehensive Plan. All varieties of land uses are proposed and permitted in this neighborhood ranging from suburban density residential

to heavy manufacturing. The planned uses in this neighborhood are not a barrier to developing neighborhood services, including the Project.



Changes to zoning, street layouts and grades or building codes or ordinances

The majority of the area is zoned R2- Low Density Residential zone. Portions of that R2 zone are also designated and used for mobile homes. Areas west of St. Paul Road, along 4th Street and west of Sky Park Road are zoned for commercial and manufacturing uses. All retail and office uses are permitted in the M2 Heavy Manufacturing district. Depending on the location, size and use of the property and surrounding properties some changes to the zoning map could be made to accommodate other uses. Those areas that are zoned TA-Transitional Agriculture are **not** within a declared blighted and substandard area. It is anticipated that a change of zone will be required prior to any further development of those properties. No changes are anticipated in building codes or ordinances to accommodate future development in this neighborhood. A copy of the current zoning map for this neighborhood is attached.



Zoning changes that are consistent with the future land use map as approved by the Grand Island City Council with the Comprehensive Development Plan require no further amendments to this plan.

Site Coverage and Intensity of Use

The TA zoning district allows for 20 acre parcels with a minimum width of 100 feet, allowable lot coverage of 20%, maximum building height of 35' and a residential density of 1 dwelling unit per 20 acres. The R2 zoning district allows for 6000 square foot lots with a minimum width of 50 feet, allowable lot coverage of 35%, maximum building height of 35' and a residential density of 1 dwelling unit per 6000 square feet of property. The R4 zoning district allows for 6000 square foot lots with a minimum width of 50 feet, allowable lot coverage of 60%, maximum building height of 80' and a residential density of 1 dwelling unit per 6000 square feet of property. The B2 zoning district allows for 3000 square foot lots with a minimum width of 30 feet, allowable lot coverage of 100%, maximum building height of 55' and a residential density of 1 dwelling unit per 1000 square feet of property. The M2 zoning district allows for 6000 square foot lots with a minimum width of 50 feet, allowable lot coverage of 65%, no maximum building height, and no residential units permitted.

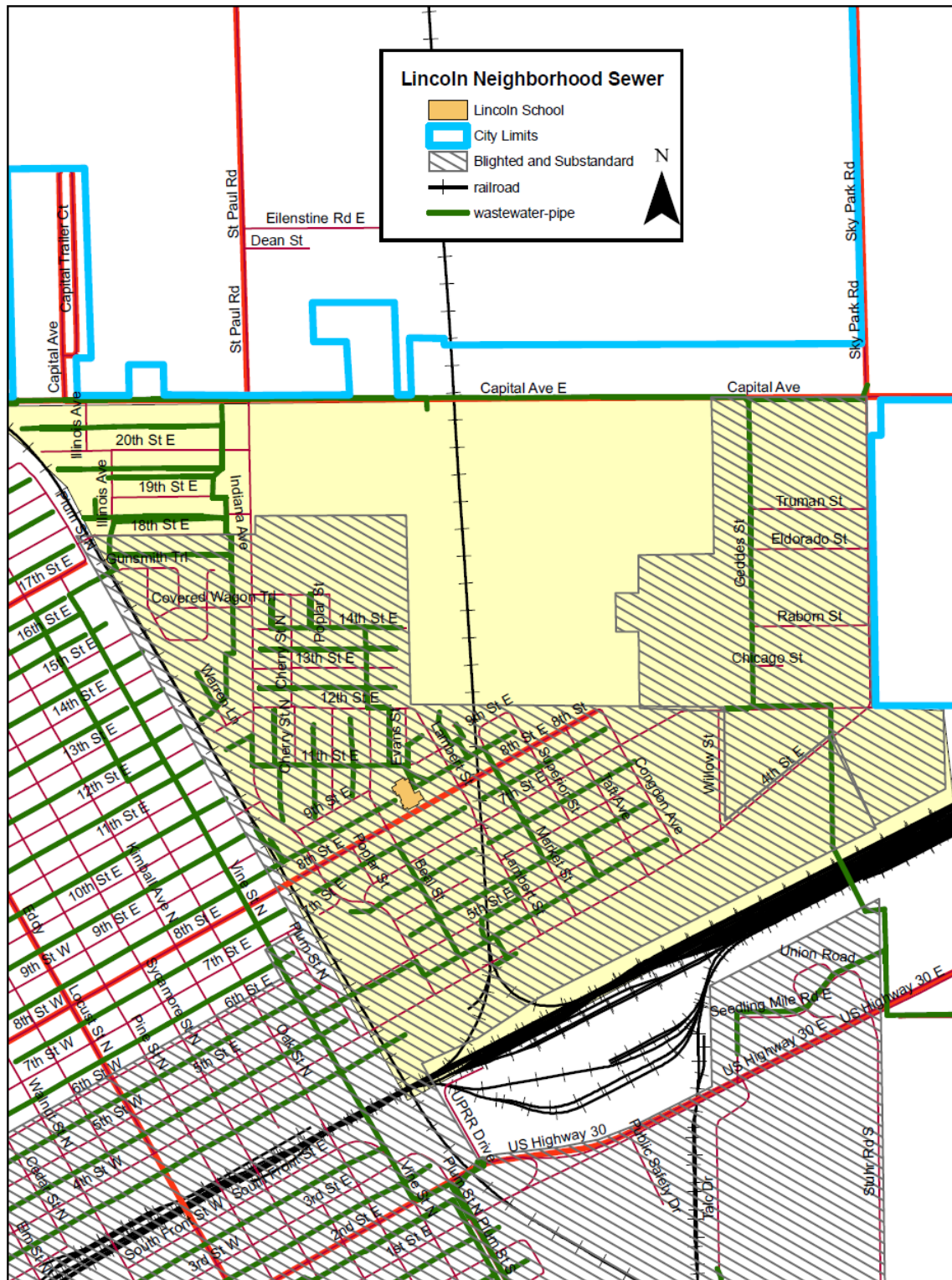
Additional Public Facilities or Utilities

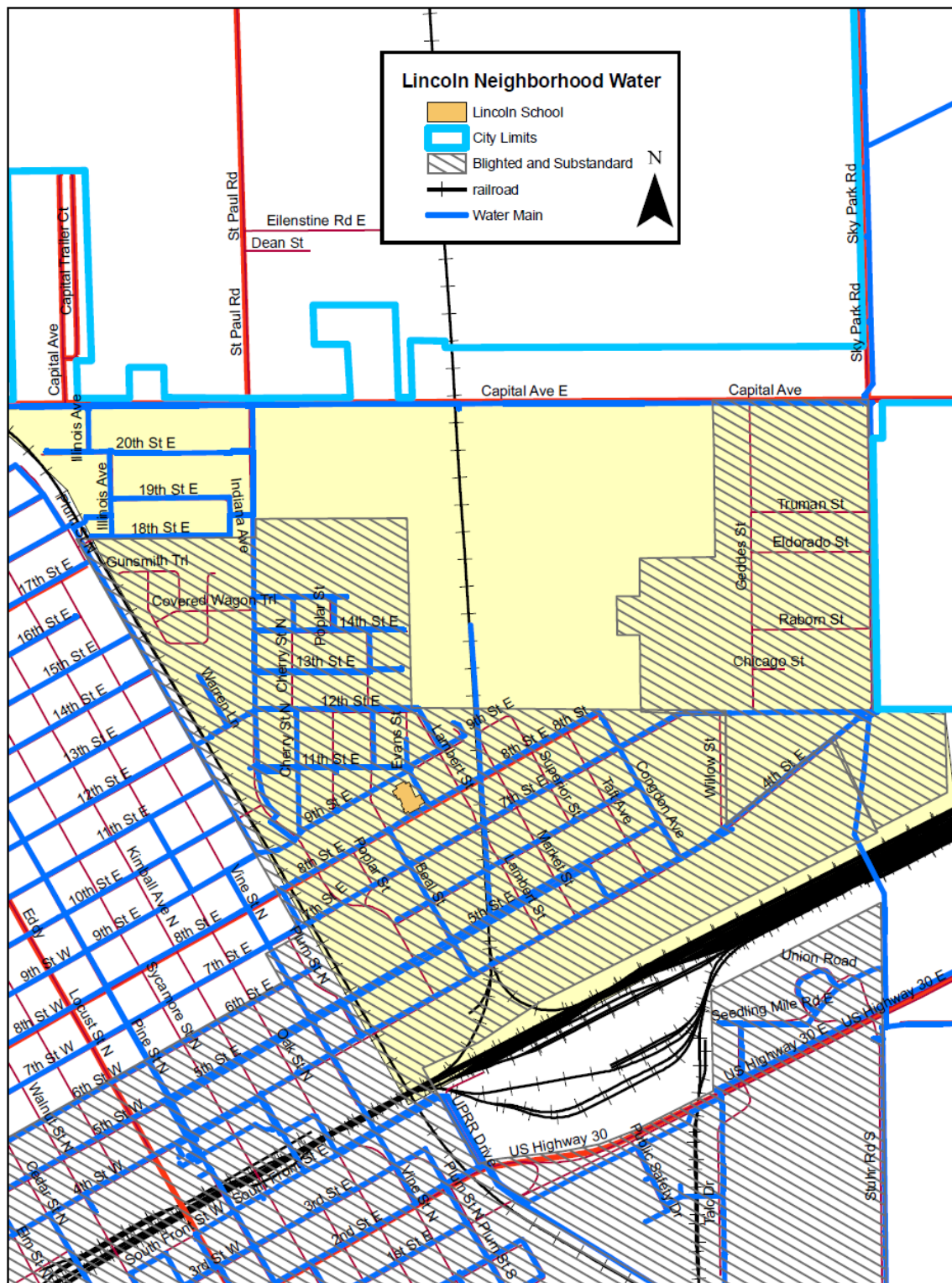
The Project is expected to provide significant benefit for all residential properties within Area #1 and strong incidental benefits for any other residential areas included within the other neighborhood areas shown in the maps provided as a part of this Plan/Modification. The Project is not expected to have any negative impacts due to increased use or activity. Loss of the existing Lincoln Park swimming pool facilities due to regulatory requirements can be expected to significantly reduce the desirability of residential properties within Area #1 and result in neighborhood decay.

Sewer and Water are available as shown on the attached maps. Neighborhood sewer and water lines are available across most of the developed areas in the neighborhood. The Project will be built to the current standards for health and safety and accessibility.

Electricity is available to all of the developed area.

The attached maps show existing street, sewer and water facilities.





Justification of Project

The City and CRA's staff have conducted a neighborhood meeting and survey of needs and requests. Key among those projects desired was the restoration/renovation of the Lincoln Park pool facilities. Most people surveyed have identified Lincoln Park pool facility as their primary recreation spot in the city.

Construction of Project

The Project is to be contracted for by the City. Costs incurred by the City are to be reimbursed to the City from funds provided by the CRA from the proceeds of bonds to be issued by the CRA.

Financing

The CRA is authorized to certify a levy of up to \$0.026 per \$100 of taxable valuation. The 2011 levy for CRA purposes as certified is \$0.017742 per \$100 of taxable valuation leaving \$0.008258 of potential taxing authority unused. Based on the 2011 valuations the CRA will collect \$425,000 with a levy of \$0.017742 and could collect an additional \$198,000 if the levy were certified at \$0.026. The levy for the 2011-12 budget year was certified at \$0.026 in anticipation of and support for the Project. The current estimated cost of the Project is \$1,550,000 plus engineering and financing costs. By approving this Plan/Modification, the City will be committing to make the additional levy required to pay debt service on bonds to be issued by the CRA to pay costs of the Project in accordance with Sections 18-2124 to 18-2133 of the Community Development Law. Amounts certified for such additional levy should not be subject to the levy limitations upon the City's tax levy as set forth under Section 77-3442(6)(a), R.S. Supp. 2011, under the exception provided from such limitation under Section 3442(10)(c).

The receipts from the certified additional levy described above can be expected, based upon current taxable valuations to be sufficient to retire the indebtedness of the CRA for the Project in a period of from eight to ten years.

Resolution Number No. 128

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF GRAND ISLAND REFERRING A PLAN/MODIFICATION FOR
REVIEW BY THE CITY PLANNING COMMISSION

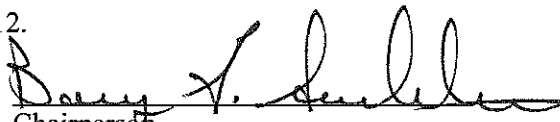
BE IT RESOLVED BY THE MEMBERS OF THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND ISLAND AS FOLLOWS:

Section 1. The Community Redevelopment Authority of the City of Grand Island (the "CRA") hereby finds and determines: (a) that pursuant to the provisions of Sections 18-2101 to 18-2144, R.R.S. Neb. 2007, as amended, (the "Community Development Law"), the Mayor and Council of the City of Grand Island, Nebraska, (the "City") have by Resolution No. 2000-388 passed and approved on December 19, 2000 declared to be blighted and substandard that area described in such resolution ("CRA Area #1") (b) that a general redevelopment plan (the "Original Plan") for all or a portion of CRA Area #1 was adopted by the CRA on November 21, 1995 and approved by the Mayor and Council of the City on December 18, 1995, all under prior existing provisions of the Community Development Law and a prior adopted declaration as to blight and substandard conditions; (c) that the staff of the CRA has prepared a redevelopment plan entitled "Plan Modification for CRA Area #1 (Lincoln Park Swimming Pool)" (the "Plan/Modification") to provide for a project for the renovation and redevelopment of CRA Area #1 by the construction of a replacement swimming pool for Lincoln Park and such Plan/Modification represents a modification of the Original Plan and also a separate redevelopment plan to be considered for adoption under the current provisions of the Community Development Law; and (d) that, under the terms of Section 18-2117 of the Community Development Law, it is appropriate to provide for the approval of the Plan/Modification by referral to the Hall County Regional Planning Commission (the "Planning Commission") and publication of notice of hearing before the Mayor and Council of the City.

Section 2. The Plan/Modification is hereby referred to the Planning Commission for review.

Section 3. The City Clerk is hereby requested to set a hearing and publish notice of hearing on the Plan/Modification in the manner set forth in Section 18-2115 of the Community Development Law.

ADOPTED this 15th day of February 2012.


Chairperson

(SEAL)

Secretary

Resolution Number 2012 - 03

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan for Lincoln Pool to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

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

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

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

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

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

DATED: March 7 2012.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: [Signature]
Chair

By: [Signature]

Secretary



City of Grand Island

Monday, March 26, 2012

Council Session

Item E2

Public Hearing on Adoption of a Blight Study & Generalized Redevelopment Plan for CRA Blight & Substandard Area #8

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: March 26, 2012

Subject: Blight Study and Generalized Redevelopment Plan for Proposed CRA Area No. 8

Item #'s: E-2, G-4 & G-5

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

Background

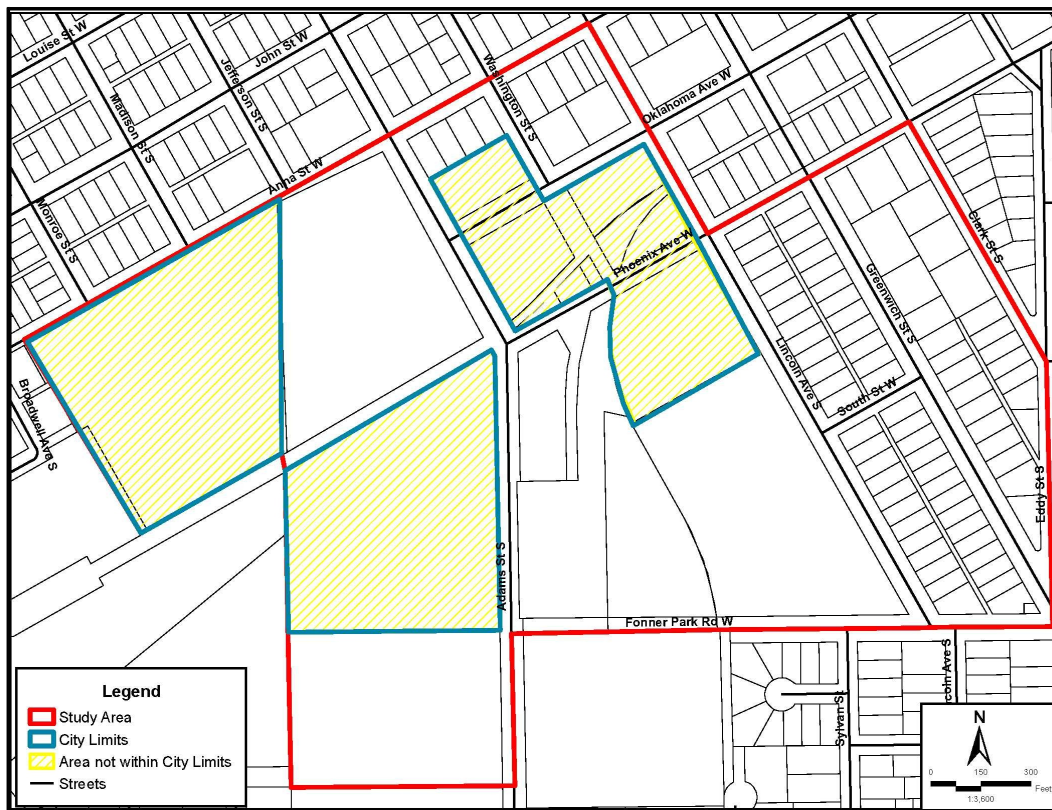
The Grand Island Community Redevelopment Authority (CRA) commissioned a Blight/Substandard Study and Generalized Redevelopment Plan for the proposed Redevelopment Area No. 8 to be prepared by Olsson Associates along with Marvin Planning and Ken Bunger. The study area includes approximately 92.77 acres referred to as CRA Area No. 8. The study focused on an area south of Anna Street along Adams Street in south central Grand Island as shown on the map below.

OVERVIEW

The CRA referred the Study and Plan to the Planning Commission for their review during their February 15, 2012 meeting.

The Planning Commission held a public hearing, made findings of fact and recommended approval of the blight declaration and generalized redevelopment plan at their meeting on March 7, 2012.

Below is a synopsis of their comments and discussion and the motion to recommend approval with the attached findings of fact.



Discussion

At the Planning Commission Chairman O'Neill opened the above mentioned Public Hearing.

Nabity explained to the Commissioners the Grand Island Area Community Redevelopment Authority (CRA) commissioned a Blight/Substandard Study and Generalized Redevelopment Plan for the proposed Redevelopment Area No. 8 to be prepared by Olsson Associates along with Marvin Planning and Ken Bunker. The study area includes approximately 92.77 acres referred to as CRA Area No. 8. The study focused on an area south of Anna Street along Adams Street in south central Grand Island.

FINDINGS FOR GRAND ISLAND

Study Area #8 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures,
- Unsanitary / Unsafe conditions,
- Deterioration of site or other improvements,
- Dangerous conditions to life or property due to fire or other causes,

- Combination of factors which are impairing and/or arresting sound growth,
- Average age of structures is over 40 years of age.

Substandard Conditions

- Average age of the residential or commercial units in the area is at least forty years

Only one condition for blight and one substandard condition are necessary in order to make a declaration that the area is blighted and substandard.

Nabity further explained that a generalized redevelopment plan for area No. 8 is also included. The generalized plan authorized the CRA to use funding available from its tax levy to participate in redevelopment activities including purchase of property, demolition of property, renovation of commercial facades, clearance of property and similar activities. This plan anticipated the use of Tax Increment Financing (TIF) in the area but does not approve any projects using TIF. Any future TIF projects would require a plan amendment approved by Council prior to CRA entering into a redevelopment contract.

O'Neill closed the Public Hearing.

A motion was made by Eriksen to approve the Blight Study for Area No. 8 as presented and was seconded by Connelly. The motion carried with 11 members present voting in favor to forward the request to City Council (Amick, Eriksen, O'Neill, Monter, Bredthauer, Ruge, Hayes, Reynolds, Haskins, Connelly and Snodgrass) and no one voting against.

A motion was made by Eriksen to approve Resolution 2012-02 the Redevelopment Plan for Area No. 8 as presented and was seconded by Reynolds. The motion carried with 11 members present voting in favor to forward the request to City Council (Amick, Eriksen, O'Neill, Monter, Bredthauer, Ruge, Hayes, Reynolds, Haskins, Connelly and Snodgrass) and no one voting against.

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

The Hall County Regional Planning Commission recommends that the Council approve the declaration of the area under consideration as blighted and substandard based on the facts presented and identified.

Further as evidenced by the passage of Resolution 2012-02 the Planning Commission finds that the generalized redevelopment plan for CRA Area No. 8 is consistent with the Comprehensive Development Plan for the City of Grand Island and recommends approval of the Generalized Redevelopment Plan.

Sample Motion

Move to approve as recommended.

City of Grand Island, NE
Blight and Substandard Study
Area #8
January 2012

PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within and contiguous to the City of Grand Island. The City of Grand Island has identified a targeted area for consideration of future redevelopment. Portions of the Study Area are currently within the corporate limits of the city and remaining portion is part of a County Industrial Park which is outside of the corporate limits. The area currently within the County Industrial Park will be examined as to its influence on the adjacent areas.

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 of the Revised Nebraska State Statutes, as follows:

“The governing body of a , to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the , the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements”.

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

“The governing body of a or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.”

Blight and Substandard are defined as the following:

“Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile

delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

“Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the 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 in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;”

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City’s jurisdiction. Through this process, the City is 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. The Redevelopment Plan portion of this report will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

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

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 that either benefit or detract 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.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

Nearly 28% of the Study Area's developed land is in Industrial uses and another 27% is in Commercial uses. The next largest land area is the land used for streets and rights-of-way which was approximately 20% of the total area. Overall, approximately 75% of the land area in this Study area is non-residential in nature. Overall residential land uses total approximately 18%.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2011

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	15.09	17.7%	16.3%
Single-family	11.58	13.6%	12.5%
Multi-family	3.51	4.1%	3.8%
Manufactured Housing	0	0.0%	0.0%
Commercial	22.67	26.6%	24.4%
Industrial	23.29	27.3%	25.1%
Quasi-Public/Public	2.6	3.0%	2.8%
Parks/Recreation	5.1	6.0%	5.5%
Transportation	16.63	19.5%	17.9%
Total Developed Land	85.38	100.0%	
Vacant/Agriculture	7.39		8.0%
Total Area	92.77		100.0%

Source: 2011 Grand Island Blight Study, Olsson Associates and Marvin Planning Consultants

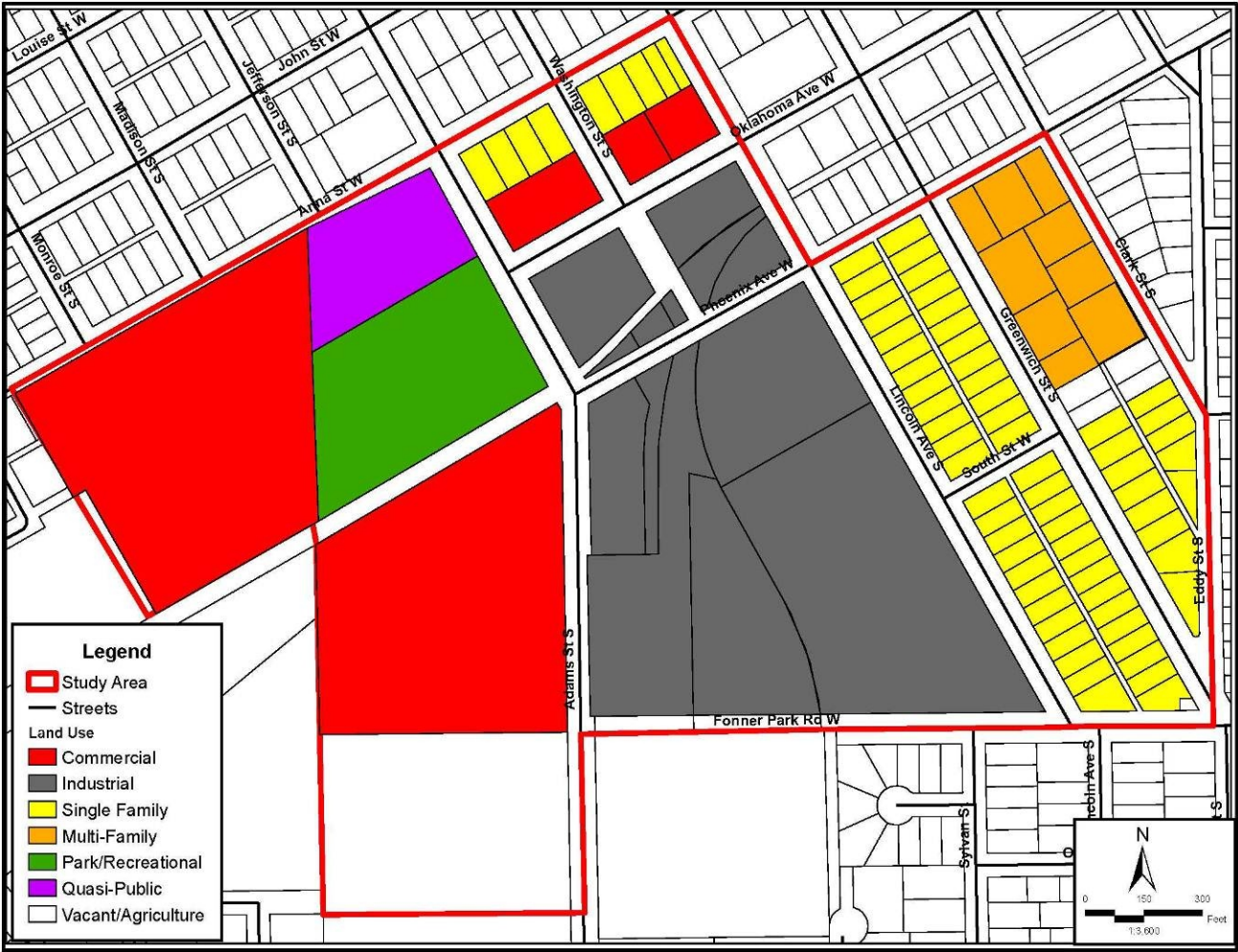
Figure 1

Existing

Land

Use

Map



Source: Olsson Associates and Marvin Planning Consultants, 2011

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

The City of Grand Island has selected a specific target area within an established part of the community for evaluation. The area is indicated in Figure 2 of this report. The existing uses in this area include single-family residential, multi-family residential, commercial, parks/recreation, quasi-public, commercial, and industrial.

Through the redevelopment process the City of Grand Island can guide future development throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF ANNA STREET AND LINCOLN AVENUE S; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF LINCOLN AVENUE S TO THE INTERSECTION OF THE CENTERLINES OF LINCOLN AVENUE S AND PHOENIX AVENUE W; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE W TO THE INTERSECTION OF THE CENTERLINES OF PHOENIX AVENUE W AND CLARK STREET S; THENCE, SOUTH EASTERLY ALONG SAID CENTERLINE OF CLARK STREET S TO THE INTERSECTION OF THE CENTERLINES OF CLARK STREET S AND EDDY STREET S; THENCE, SOUTH ALONG THE CENTERLINE OF EDDY STREET S TO THE INTERSECTION OF THE CENTERLINS OF EDDY STREET S AND FONNER PARK ROAD W; THENCE, WEST ALONG THE CENTERLINE OF FONNER PARK ROAD W TO THE INTERSECTION OF THE CENTERLINES OF FONNER PARK ROAD W AND ADAMS STREET S; THENCE, SOUTH ALONG THE CENTERLINE OF ADAMS STREET S TO THE EXTENDED SOUTH PROPERTY LINE OF THE TRACT DESCRIBED IN FILE: 07-2412 OF THE HALL COUNTY REGISTER OF DEEDS; THENCE, WEST ALONG SAID SOUTH PROPERTY LINE TO THE WEST PROPERTY LINE OF SAID PROPERTY; THENCE NORTH ALONG THE WEST PROPERTY LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF A PORTION OF LOT 21 AS DESCRIBED IN ITEMS 1 AND 2 OF INSTRUMENT NUMBER 200314398; THENCE NORTHEASTERLY TO THE SOUTHEAST CORNER OF WASH TWP PT SE 1/4 NW 1/4 21-11-9 (ALSO KNOWN AS PARCEL NUMBER 400206935 ON THE HALL COUNTY ASSESSORS SITE); THENCE, NORTHWESTERLY ALONG THE WESTERN PROPERTY LINE OF SAID PROPERTY TO THE INTERSECTION OF THE EXTENDED WESTERN PROPERTY LINE AND THE CENTERLIN OF ANNA STREET W; THENCE, NORTHEASTERLY ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

Corporate Limits

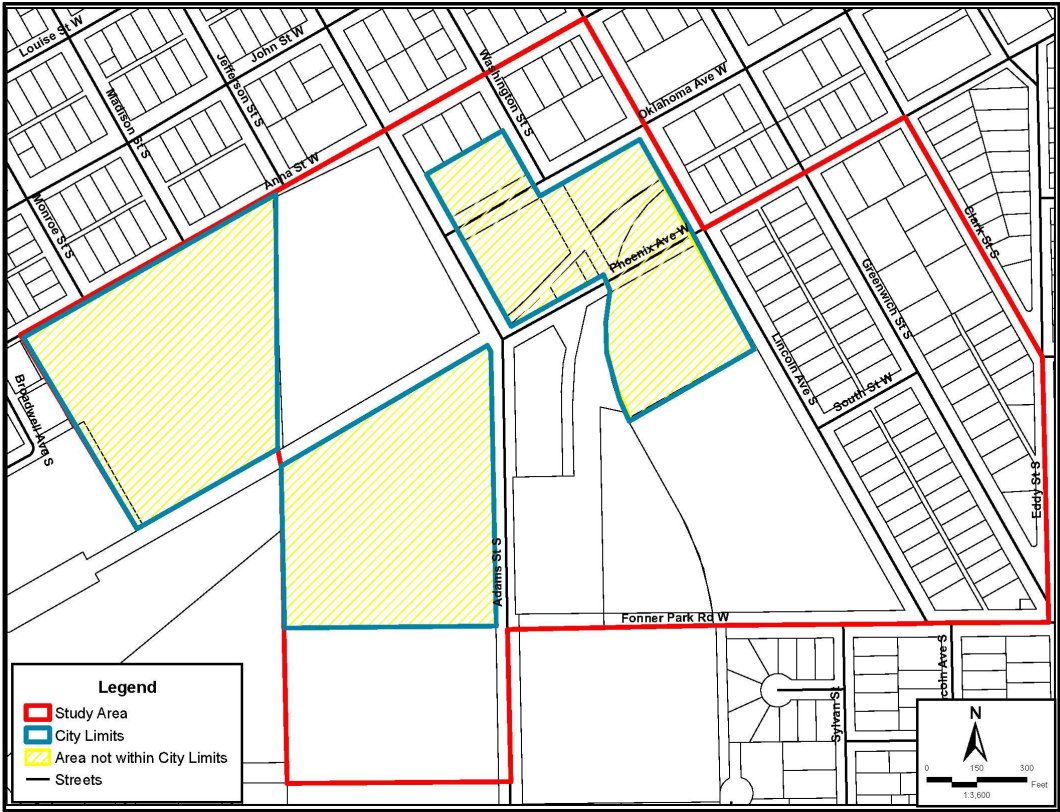
The Corporate Limits is the entire study area excepting:

1. THE PARCEL REFERRED TO WASH TWP PT SE 1/4 NW 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400206935 ON THE HALL COUNTY ASSESSORS SITE) 10.92 AC
2. WASH TWP PT SW 1/4 NE 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400206811 ON THE HALL COUNTY ASSESSORS SITE) 10.33 AC
3. WASHINGTON TWP B. & Y. SUB LT 1 (ALSO REFERRED AS PARCEL NUMBER 400209616 ON THE HALL COUNTY ASSESSORS SITE) 132,422 SF
4. WASH TWP S OF RR PT NE 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400206862 ON THE HALL COUNTY ASSESSORS SITE) .44 AC
5. WASH TWP PT NE 1/4 PT FORMER BLKS 7-8-9-10 SOUTH PARK 21-11-9 PT VAC WASHINGTON ST (ALSO REFERRED AS PARCEL NUMBER 400206846 ON THE HALL COUNTY ASSESSORS SITE) 5.69 AC
6. A PIECE OF LAND REFERRED TO AS PARCEL 64
7. WASH TWP 21-11-9 W 1/2 OF VACATED WASHINGTON STREET (ALSO REFERRED AS PARCEL NUMBER 400371391 ON THE HALL COUNTY ASSESSORS SITE) .076 AC
8. WASH TWP PT SW 1/4 NE 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400289172 ON THE HALL COUNTY ASSESSORS SITE) .15 AC

Figure 2
Study

Area

Map



Source: Olsson Associates and Marvin Planning Consultants, 2011

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the Eligibility Report examines the conditions found in the study area. The Findings Section will review the conditions based upon the Statutory definitions and then will explain the reasons contributing to the findings.

CONTRIBUTING FACTORS

There are a number of conditions that were examined and evaluated in the field and online. There are a number of these conditions that will be reviewed in detail, through the next several pages, while some of the Statutory conditions are present, other are not.

Specifics will be discussed from two angles, within the corporate limits and outside the corporate limits and contributing.

Structural Conditions

Where structural conditions were evaluated, structures were either rated as: No problems, Adequate, Deteriorating, or Dilapidated. The following are the definitions of these terms:

No Problem/ Adequate Conditions

- No structural or aesthetic problems were visible, or
- Slight damage to porches, steps, roofs etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window sills and frames.

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to 1/4 of wall or roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof), and
- Missing bricks, or cracks, in chimney or makeshift (uninsulated) chimney.

Dilapidated Conditions

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

These are criteria used to determine the quality of each structure in the Study Area.

Corporate Limits

In a recent conditions survey, the structures within the corporate limits were rated. Within the corporate limits portion of the study area there are a total of 106 primary structures. Accessory structures were not rated due to the limited number of them visible from the City rights-of-way (the field survey process does not include venturing onto private property). From the limited number of visible accessory structures, the overall conditions typically matched the primary structures.

After reviewing the overall conditions of the structures in the corporate limits portion include:

- 64 (63.4%) structures rated as adequate
- 24 (23.7%) structures rated as deteriorating

- 13 (12.9%) structures rated as dilapidated

Overall, 36.6% of the structures in this portion of the area are in a state of disrepair. One specific site within the corporate limits contains 8 dilapidated structures and is immediately across the street from an older residential neighborhood. Even though there is not a majority of the structures considered deteriorated or dilapidated, it is felt this represents a substantial number, considering that they are concentrated in two primary areas of the neighborhood. The data are available for inspection; however, for purposes of this study, Figure 3 only shows the data on a block level as opposed to structure. However, if there were several structures deemed to be deteriorating or dilapidated then the entire block was downgraded.

For purposes of this study there is approximately 36.8% of the block area within the corporate limits of the Study Area that has deteriorating or dilapidated structures. The remaining 63.2% was considered as "Adequate".

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes.

County Industrial Park area

The conditions survey identified 18 structures within the county industrial park limits. Within this area the overall conditions of the structures include:

- 7 (38.8%) structures rated as adequate
- 4 (22.4%) structures rated as deteriorating
- 7 (38.8%) structures rated as dilapidated

Overall, 60.2% of the structures in this portion of the study area are in a state of disrepair. Even though these structures are not currently within the corporate limits of Grand Island; they are in close enough proximity to be a contributing factor to those located within the city limits.

One major part of this area contains 7 of the 18 structures that are considered to be deteriorating or dilapidated.

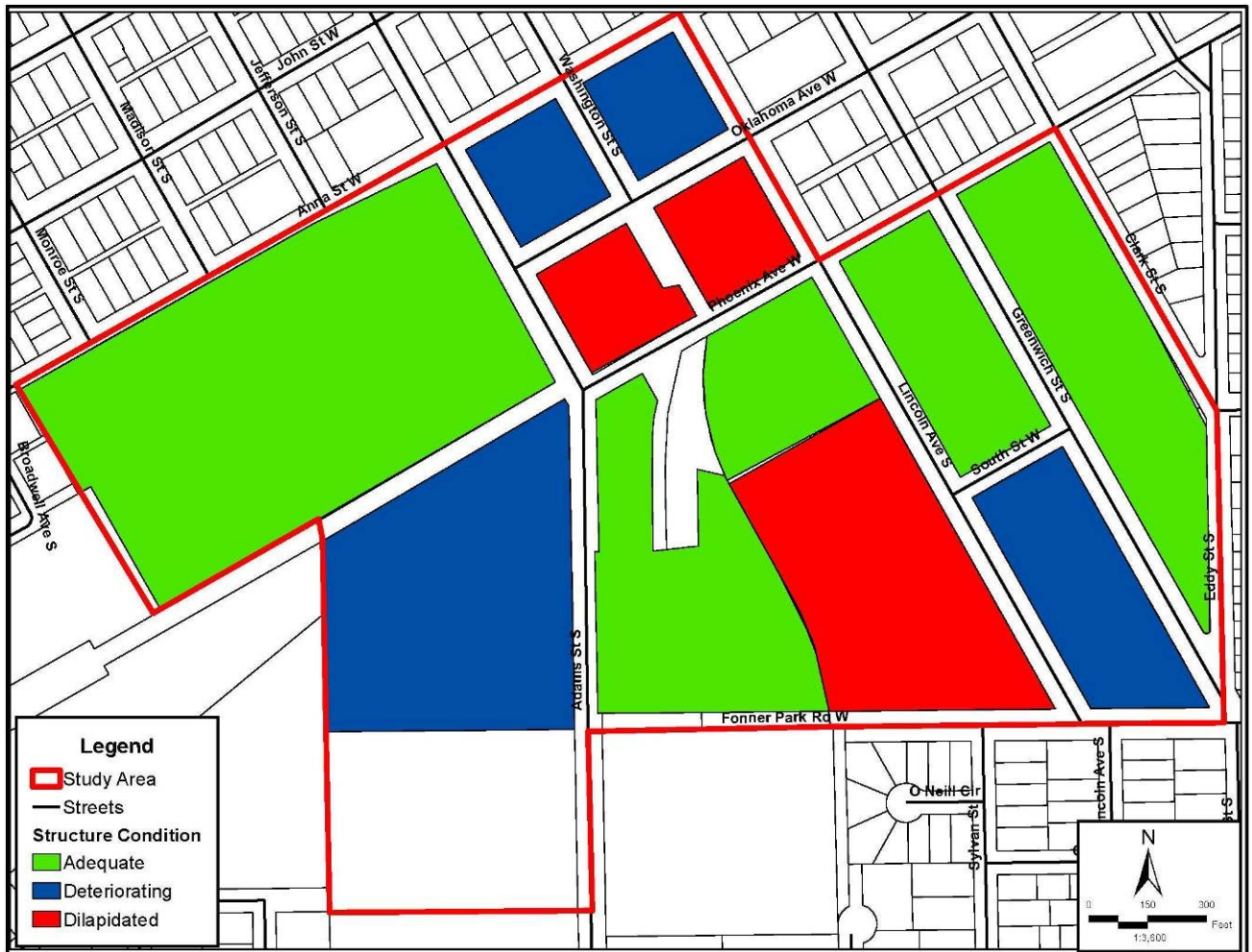


For purposes of this study 52.3% of the area within the county industrial tracts of the Study Area is considered to contain deteriorating or dilapidated structures.

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes and are a major contributing factor to the entire study area.

Figure 3
Structural

Conditions



Source: Olsson Associates and Marvin Planning Consultants, 2011

Age of Structure

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the blighted and substandard conditions in the area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the Study Area and again it is broke down into the corporate limits and the county industrial park areas.

Corporate Limits

Within the corporate limits portion of the study area there is a total of 101 primary structures. After research structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 5 (5.0%) structures were determined to be less than 40 years of age
- 96 (95.0%) structures were determined to be 40 years of age or older

Overall, 95.0% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 4 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures would be a direct contributing factor.

Figure 4
Structural

Age

Map



Source: Olsson Associates and Marvin Planning Consultants, 2011

County Industrial Park area

The conditions survey identified 18 structures within the county industrial park limits. Within this area the overall structural ages include:

- 1 (0.8%) structures were determined to be less than 40 years of age
- 17 (99.2%) structures were determined to be 40 years of age or older

Overall, over 99% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. Even though this area is not within the corporate limits of Grand Island, the structural age of this area does have an impact on the adjacent properties. See Figure 4 for the locations of the structures.

Due to the age of the structures within the county industrial park, age of structures would be a direct contributing factor.

Sidewalk Conditions

The sidewalk conditions were analyzed in the Study Area including both the incorporated areas and the unincorporated portions of the area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidated, and missing completely. The following is the breakdown by corporate limits and county industrial park.



Corporate Limits

Within the corporate limits portion of the study area there is approximately 12,633 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the corporate limits:

- 4,369 (34.6%) lineal feet of adequate sidewalk
- 2,537 (20.1%) lineal feet of deteriorating sidewalk
- 5,727 (45.3%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.

Overall, 65% of the sidewalks are in either a deteriorating state or completely missing. Missing sidewalk is as bad as dilapidated or deteriorating sidewalk since there is no safe place to walk other than across someone else's property or in the street. See Figure 5 for the locations of these sidewalks.

Due to the large amount of deteriorating and missing sidewalk, the sidewalk conditions would be a direct contributing factor.

County Industrial Park area

The conditions survey identified approximately 4,744 lineal feet of sidewalk or sidewalk potential within the county industrial park limits. Within this area the sidewalk conditions were as follows:

- 416 (8.8%) lineal feet were determined to be adequate
- 1,484 (31.3%) lineal feet were determined to be in a deteriorating condition
- 2,844 (59.9%) lineal feet had no sidewalk at all
- Again, no dilapidated sidewalk was identified in the field work.



Overall, 90% of the lineal feet in this area were either missing sidewalk or the sidewalk was in a deteriorated state. Again, the most critical portion of this review is the amount of missing sidewalk. Within the county industrial park there are several large tracts of land with heavily traveled streets. Some of these parcels are adjacent to a city trail which has limited connectivity to it from these areas. See Figure 5 for the locations of these conditions.

Due to the large amount of missing or deteriorating sidewalk within the county industrial park, sidewalk conditions would be a direct contributing factor and is a contributing factor to adjacent areas within the corporate limits.

Street Conditions

The street conditions were analyzed in the Study Area including both the incorporated areas and the unincorporated portions of the area. The streets were also rated on four categories; adequate, deteriorating, dilapidating, and missing completely. The following is the breakdown by corporate limits and county industrial park.



Based upon a state statute that requires anytime a city annexes part of a street or road they are required to annex the entire street or road, the analysis assumes that unless a street or road is entirely within the county industrial park it is in the corporate limits. Due to this assumption, of the total 13,139 lineal feet of streets in the study area, all but 270 lineal feet are within the corporate limits.

Corporate Limits

Within the corporate limits portion of the study area there is approximately 12,899 lineal feet of street. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- 1,929 (15.0%) lineal feet of adequate street
- 10,608 (82.2%) lineal feet of deteriorating street
- 362 (2.8%) lineal feet of gravel streets.
- There was no street deemed to be dilapidated.



Overall, 85% of the streets are in either a deteriorating state or was paved with gravel, thus an obsolete material for an urban area. See Figure 6 for the locations of these streets.

Due to the large amount of deteriorating and missing street, the street conditions would be a direct contributing factor.

County Industrial Park area

The conditions survey identified approximately 270 lineal feet of street within the county industrial park limits. Within this area the sidewalk conditions were as follows:

- 270 (100.0%) lineal feet was gravel.
- There were no other conditions.

Overall, 100% of the lineal feet in this area were constructed of gravel. In addition, as shown in the photograph at the right, this portion of street had considerable pot holes throughout. See Figure 5 for the locations of these conditions.



Due to the fact that there is one street section that is all gravel within the county industrial park and the condition of that street is in poor condition, street conditions would be a direct contributing factor and is a contributing factor to adjacent areas within the corporate limits.

Drainage Conditions

Grand Island has a long history of drainage issue due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated



in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems. One field survey was completed a couple of days after a rain event and the second trip was the day after a rain event. During both field visits there was standing water throughout the entire area. Water was standing in large potholes, in drainage ditches, along areas that were supposed to drain the water away.

Standing water from poor drainage can be a catalyst for Health issues like West Nile due to the potential mosquito breeding that can occur.

Drainage also can be tied directly to the next issue that was analyzed during the field investigations, curb and gutter conditions.

Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier that collects and directs water, drainage. 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 will be examined similarly to streets and sidewalks. The curb and gutter will be graded as either adequate, deteriorating, dilapidated, or missing. In addition, curb and gutter will be examined based upon their location, within the incorporated area or within the county industrial park.

Corporate Limits

Within the corporate limits portion of the study area there is approximately 11,357 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 6,432 (56.6%) lineal feet of adequate curb and gutter
- 2,756 (24.3%) lineal feet of deteriorating curb and gutter
- 2,169 (19.1%) lineal feet of no curb and gutter or rural section.
- There was no street deemed to be dilapidated.

Nearly, 45% of the curb and gutters are in either a deteriorating state or are missing. See Figure 7 for the locations of these streets.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.

County Industrial Park area

The conditions survey identified approximately 6,200 lineal feet of curb and gutter or possible locations within the county industrial park limits. Within this area the curb and gutter conditions were as follows:

- 416 (6.7%) lineal feet was adequate curb and gutter.



- 1,484 (23.9%) lineal feet was in a deteriorating condition.
- 4,299 (69.3%) had no curb and gutter or was rural section drainage.
- There was no curb and gutter deemed to be in a dilapidated condition.

Overall, 92% of the lineal feet in this area were either deteriorating curb and gutter or there was no curb and gutter. See Figure 7 for the locations of these conditions.

Due to the fact that there is a great deal of deteriorating curb and gutter, as well as the fact there is a large portion of this area that does not have any curb and gutter this area would be contributing negatively to adjacent areas within the corporate limits.

Unsanitary / Unsafe conditions

The primary issue surrounding Unsanitary/Unsafe conditions is centered on issues within the county industrial park portion of the Study Area. Even though these conditions are not completely present within the corporate limits, they are a major contributing factor on the properties within the corporate limits.

The first contributing factor is the standing water and drainage issues that are found throughout the entire Study Area. This water has the potential to be the breeding grounds for insects, especially mosquitoes and their potential to carry the West Nile Virus.

Secondly, the old Aurora COOP site contains several building that has limited use at present. It appears that a number of these structures may not be secure and the potential for individuals to sneak into the structures and injure themselves is an extreme possibility.

The final contributing factor found within the Study Area is the property along the south side of Oklahoma Avenue. The property not only contains run down structures but it also contains a large area of old machinery and other items. The property is also very weedy. The property is fenced off with a larger chain link fence; however, the fence itself is in disrepair and a potential unsafe condition. All of these conditions are along the Oklahoma Avenue side of the property.

Based upon the field analysis, there are sufficient elements present for there to be unsanitary and unsafe conditions in the Study Area. These conditions are predominately found as being a contributing factor from properties in the county industrial park.

Deterioration of site or other improvements

Throughout the corporate limits of this Study Area, there is a large portion of sidewalk that is either deteriorating or missing. In addition, a large portion of the curb and gutter has been determined to be either deteriorating or missing.

Finally, the corporate limits also have a large amount of deteriorating streets. The streets have been patched over



and over due to large amounts of cracking that has been occurring in the pavement.

These are major considerations in determining if the area has deteriorated sites or improvements.

There are a number of properties in the county industrial park that lend themselves to this category. Again the old Aurora COOP site contains several structures that have a negative impact on adjacent properties within the corporate limits. In addition, several of the larger ponding locations are located on this property.

The site along the south side of Oklahoma Avenue has a security fence that is in disrepair. In addition there are a large number of overgrown weeds and volunteer trees growing along the Oklahoma Avenue property line.

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area. These conditions include conditions found to be contributing from properties in the county industrial park.

Dangerous conditions to life or property due to fire or other causes

A number of the structures within the Study Area deteriorating and appear to be getting worse. The continued deterioration from this point forward will place some of these properties at risk for fire.

In addition, there are a couple of properties that if they go untouched in the future could present a danger to life if someone were to sneak onto the property. This property needs to have a repaired security fence put into place in order to minimize the threat.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area. These conditions are predominately found as being a contributing factor from properties in the county industrial park.

Combination of factors which are impairing and/or arresting sound growth

There is one critical element within this Study Area that is presently impairing and/or arresting sound growth, the remaining parcels that are located within the county industrial park. Currently, there is so few properties left within the county industrial park that the benefits that this economic development tool offers is extremely minimized. Therefore, any future development within this portion of the Study Area will likely be minimal thus slowing the ability of the entire area to redevelop.

Based upon the field analysis, there are sufficient elements present to meet the definition of impairing/arresting sound growth within the Study Area. These conditions are predominately found as being a contributing factor from properties in the county industrial park.

Blighting Summary

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

- Substantial number of deteriorating structures
 - 30.8% of the structures identified within the corporate limits, of the Study Area, were deemed to be in a state of deterioration or dilapidation
 - 63.6% of the structures in the adjacent county industrial park where deemed to be in a state of deterioration or dilapidation.
 - The deteriorating and dilapidated structures within the county industrial park are a contributing factor on the properties within the corporate limits.
- Unsanitary / Unsafe conditions
 - The presence of standing water through the corporate limits and the county industrial park is a contributing factor due to the potential breeding grounds for insects such as mosquitoes.

- In addition one property within the county industrial park has a large amount of junk and debris. In addition the facility also has a chain link fence that is falling apart.
- **Deterioration of site or other improvements**
 - A large amount of sidewalk either in a deteriorated state or missing from properties in the corporate limits
 - A large amount of sidewalk either in a deteriorated state or missing within the county industrial park area
 - The existence of two gravel streets within the study area
 - The condition of the streets within the corporate limits and the county industrial park
 - Deteriorating curb and gutter and missing curb and gutter in both the corporate limits and county industrial park.
- **Dangerous conditions to life or property due to fire or other causes**
 - The number of deteriorating structures, especially within the county industrial park portion of the Study Area.
 - The condition of the property on the south side of Oklahoma Avenue
 - The condition of the security fence along the south side of Oklahoma Avenue
- **Combination of factors which are impairing and/or arresting sound growth**
 - The continued existence of the county industrial park
- **Average age of structures is over 40 years of age**
 - Within the corporate limits of the Study Area 97.8% of the structures meet the criteria of 40 years of age or older.
 - Within the county industrial park portion of the Study Area. 90.9% of the structures meet the criteria of 40 years of age or older.

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

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and
- Diversity of ownership.
- Improper Subdivision or obsolete platting

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 forty years

Besides structural conditions of the buildings in the Study Area, age of these structures is another contributing factor to the substandard conditions in the area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the Study Area and again it is broke down into the corporate limits and the county industrial park areas.

Corporate Limits

Within the corporate limits portion of the study area there is a total of 91 primary structures. After research structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (2.2%) structures were determined to be less than 40 years of age

- 89 (97.8%) structures were determined to be 40 years of age or older

Overall, 97.8% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. See Figure 4 for the locations of the structures.

Due to the age of the structures in the corporate limits, age of structures would be a direct contributing factor.

County Industrial Park area

The conditions survey identified 22 structures within the county industrial park limits. Within this area the overall structural ages include:

- 2 (9.1%) structures were determined to be less than 40 years of age
- 20 (90.9%) structures were determined to be 40 years of age or older

Overall, 90% of the structures in this portion of the area are 40 years old or older thus qualifying it as substantial. Even though this area is not within the corporate limits of Grand Island, the structural age of this area does have an impact on the adjacent properties. See Figure 4 for the locations of the structures.

Due to the age of the structures within the county industrial park, age of structures would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- 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;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- the area has had either stable or decreasing population based on the last two decennial censuses.

FINDINGS FOR GRAND ISLAND

Study Area #8 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures,
- Unsanitary / Unsafe conditions,
- Deterioration of site or other improvements,
- Dangerous conditions to life or property due to fire or other causes,
- Combination of factors which are impairing and/or arresting sound growth,
- Average age of structures is over 40 years of age.

Substandard Conditions

- Average age of the residential or commercial units in the area is at least forty years

Issues which were not researched due to a lack of data were:

- Tax/special assessment delinquency greater than fair value of land,
- Tax delinquency,

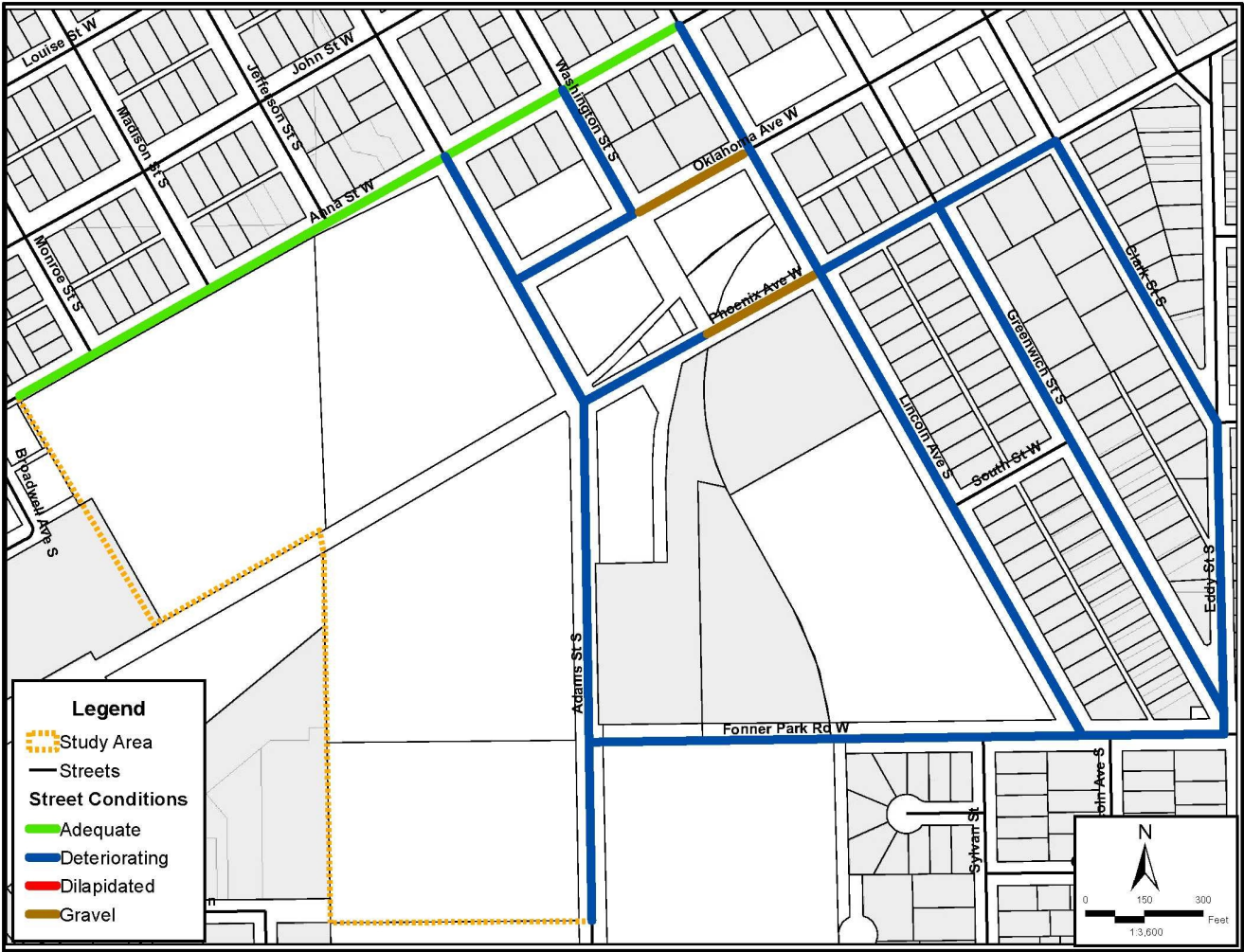
- Underemployment that equals 120% state or national average,
- Per capita income less than city wide average, and
- High Density or population and overcrowding.
- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- more than half of the plotted 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;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated

**Figure 5:
Sidewalk Conditions**



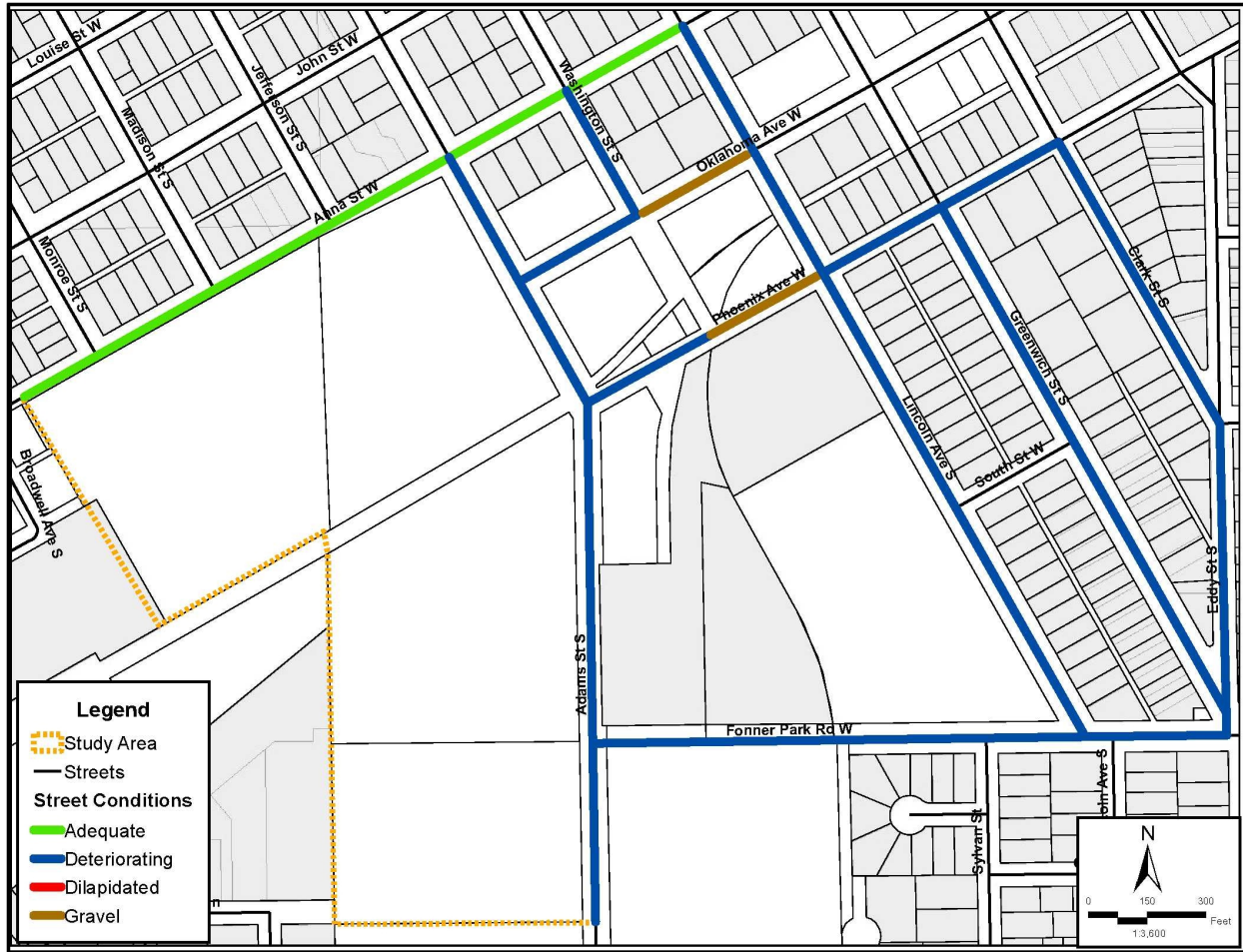
Source: Olsson Associates and Marvin Planning Consultants, 2011

Figure 6:
Street Conditions



Source: Olsson Associates and Marvin Planning Consultants, 2011

Figure 7:
Curb and Gutter Conditions



Source: Olsson Associates and Marvin Planning Consultants, 2011

CONCLUSION

Based upon the issues and conditions indicated from the survey of this area, there are sufficient criteria present to declare Area #8 of Grand Island as Blighted and Substandard as provided for in the Nebraska Revised Statutes. The conditions found throughout the entire area constitute a designation of blighted and substandard.

In addition, the area within the county industrial park is not only a contributing factor to the area within the corporate limits but if this area had its industrial park designation removed, the area would be able to stand on its own as Blighted and Substandard.

The eventual use of Tax Increment Financing would be of great benefit to the entire area; provided the entire area is brought into the corporate limits of the community.

EXECUTIVE SUMMARY

This Redevelopment Plan (the "Redevelopment Plan" or the "Plan") is intended to provide a guide for the implementation of redevelopment activities within the previously examined Redevelopment Area #8 in Grand Island, Nebraska (the "City"), pursuant to the provisions of the Nebraska Community Development Law and sections 18-2145 to 18-2154 (together, the "Act").

The Grand Island Redevelopment Authority (the "CRA"), acting as a redevelopment authority pursuant to the Act, intends to undertake or provide for the redevelopment within the study area, legally described and shown on Figure 2 (the "Redevelopment Plan Area") in the Blight and Substandard Study. Redevelopment activities shall be utilized to promote the general welfare, the enhancement of the tax base, the economic and social well-being, the development of any public activities and promotion of public events in the Area, along with any and all other purposes, as outlined in the Act.

A Community Development Authority Redevelopment Plan must contain the general planning elements set out by section 18-2111 of the Act as items (1) through (6), as follows:

"(1) the boundaries of the redevelopment area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Section 18-2113 of the Act, provides that a Community Redevelopment Authority must consider certain planning matters prior to recommending a redevelopment plan to the City Council for adoption. These considerations are defined therein, as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight."

CONCLUSION

While this Redevelopment Plan establishes overall policies and intentions toward the comprehensive redevelopment of the Area, additional phases may require subsequent project plans and redevelopment agreements consistent with this Redevelopment Plan

REDEVELOPMENT PLAN

The planning process for the Redevelopment Area has resulted in a listing of general planning and implementation recommendations. As previously discussed in the Blight and Substandard Determination Study, there are several structural and substandard conditions which are detrimental to the health, safety and general welfare of the community and generally obsolete in respect to the development and living environment expectations of Nebraska communities, including the City of Grand Island. To eliminate these conditions and enhance private development activities within the Redevelopment Area, the City of Grand Island will need to consider the following planning and redevelopment actions:

- rehabilitation of residential, commercial, industrial and public/quasi-public properties;
- maintain and/or replace, as necessary, the current infrastructure in the Area;
- code enforcement program for the clean-up of areas in violation and detrimental to health, safety and general welfare of the community;
- screening and/or buffering of adjacent industrial areas (beyond the Redevelopment Area) from residential uses, including the use of berms and, or, landscaping to partially screen parking or storage areas and enhance vehicular and pedestrian right-of-ways; and,
- condemnation of un-safe structures, acquisition where necessary and demolition of substantially deteriorated structures, and replacement with appropriate residential, commercial or industrial development.

Both a timeline and budget should be developed for the Redevelopment Plan. Each of these processes should be designed in conformance with the resources and time available to the CRA and the City. A reasonable timeline to complete the redevelopment activities identified in the Redevelopment Plan would be 10 to 15 years.

Various funding sources exist for the preparation and implementation of a capital improvement budget designed to meet the funding needs of proposed redevelopment activities. These include, in addition to city and federal funds commonly utilized, Community Development Block Grant funding, HOME funding, special assessments, general obligation bonds, redevelopment bonds, occupation taxes and tax increment financing.

Future Land Use Pattern

The existing land use patterns within Redevelopment Area were described in the Blight and Substandard Determination Study portion of this document. In general, the Redevelopment Area contains six distinct land uses. The primary developed uses include single and multifamily residential, commercial, industrial, parks/recreational and quasi-public use. There is also an under-utilized tract south of the existing commercial area that would be available for commercial or industrial development.

Future land uses recommended for Redevelopment Area are planned to be in general conformance with the current zoning pattern depicted in the Blight and Substandard Determination Study. However, expansion of the industrial and commercial uses within the area is recommended, including the expansion of current industrial uses into other non-residential districts within the Redevelopment Area.

Infill development in conformance with the associated future land use and zoning criteria are advocated throughout Redevelopment Area for vacant parcels. These lots, or parcels, are cost

effective to develop as all required infrastructure is present.

Future Zoning Districts

A future zoning plan for Redevelopment Area is reflected in the existing zoning map contained in the Blight and Substandard Study. The map illustrates the future zoning classifications are in conformance with the City's Comprehensive Plan and current zoning classifications. However, as stated above, expansion of the industrial and commercial uses within the area is recommended, including the expansion of current industrial uses into other non-residential districts within the Redevelopment Area.

Recommended Public Improvements

Streets: Although sufficient infrastructure generally exists in the Redevelopment Area the installation and upgrading of streets and sidewalks is ongoing by the City through its various programs. The Blight and Substandard Study identified deteriorating, dilapidated and rural section curb and gutter, as well as sidewalks, as a major contributing substandard condition. An upgrade of these improvements is a primary and first step in the redevelopment of the Area. Gravel streets, which are to remain public streets, in the area should be improved to City standards.

Storm Water: Although sufficient infrastructure generally exists in the Redevelopment Area the installation and upgrading of storm sewer lines and facilities is ongoing by the City through its various programs. .

Potable Water and Gas: Although sufficient infrastructure generally exists in the Redevelopment Area the installation and upgrading of water and gas lines is ongoing.

Sanitary Sewer: Although sufficient infrastructure generally exists in the Redevelopment Area the installation and upgrading of sanitary sewer lines and facilities is ongoing by the City through its various programs.

Electrical Power: Although sufficient infrastructure generally exists in the Redevelopment Area the installation and upgrading of electrical power lines and facilities is ongoing by the City through its various programs.

Recreation: The current recreational facilities will be upgraded from time to time in accordance with the City Comprehensive Plan.

Residential District

Primary redevelopment focus should concentrate on housing rehabilitation and overall site condition improvements. Additionally, the City or CRA may improve certain lots by demolishing deteriorated structures on those lots. The City or CRA will market the acquired and improved lots to allow for the private construction of the replacement residential units. The lots selected to be acquired as part of an initial project, and each future project, need not be contiguous, but shall be selected on availability, funding and likelihood of successful development. The CRA may also develop a residential revolving fund to provide funding to owners to upgrade their property. Initial and on-going funding is discussed below.

Commercial/Industrial District

Overall upgrade of site conditions and structures are a primary focus. Expansion of such uses as well as a combination of properties is necessary for the redevelopment of the Area. Various public financing tools, as described in this Redevelopment Plan, may be made available for such commercial and industrial redevelopment. Public streets, where appropriate, may be vacated to encourage contiguous commercial or industrial

redevelopment. Traffic patterns for commercial/industrial truck traffic should be studied to minimize the effect on the adjacent residential area.

Financing

Redevelopment Bonds

The Plan proposes that the CRA issue a series of redevelopment bonds (the “Bonds”) to be repaid from several sources as set out in the each particular issuance. These sources include all or a portion of the excess *ad valorem* real estate taxes generated by a series of redevelopment projects pursuant to §18-2147 of the Nebraska Revised Statutes (“Tax Increment Financing” or “TIF”) for a period of 15 years from the respective project effective dates, special assessments, *ad valorem* real estate taxes from the special redevelopment levy, grants and other income from the Redevelopment Area. The proceeds of the Bonds to assist in payment of project costs, as further defined in a subsequent redevelopment contract or contracts. The costs of adequate redevelopment of the Area is too great to be absorbed by either the Developer or public without the assistance of Tax Increment Financing, as further described in the cost benefit analysis to be provided with each project.

The Bonds issued for the commercial/industrial redevelopment would generally be purchased by the developer using such funds granted to it by the CRA. In addition to necessary public improvements, the Bond proceeds would be used to provide funding for allowable expenses incurred by the Developer.

Each of these subsequent redevelopment project plans may contain a provision for the division of *ad valorem* taxes for each respective project, thereby allowing the excess *ad valorem* taxes that are collected from each project to be available and pledged to the outstanding Bonds for the full statutory period. The effective date of each pledge, as described above, shall be the date determined either by contract or by modification of the outstanding Bond terms.

Loan/Grant Programs

The CRA and the City of Grand Island should seek funding sources to create a revolving loan and/or grant program for the rehabilitation and improvement of buildings and public uses in Redevelopment Area. The rehabilitation of residential, commercial and industrial buildings would prolong the life of the structures, create safe and decent living and shopping environments and enhance the pride of the community. As discussed above, funding may be available through the CRA levy or from the excess *ad valorem* taxes from each project as it develops.

Façade Improvement Program

This citywide program used in blighted and substandard areas is appropriate for this Area. The program provides funding assistance to commercial properties to rehabilitate building frontages.

SUMMARY

The recommendations listed above are to grant authority to the City of Grand Island and the CRA in creating a viable and sustainable living environment in Grand Island, through the full use of the Community Development Law.

COMMUNITY REDEVELOPMENT AUTHORITY
GRAND ISLAND, NEBRASKA

RESOLUTION NO.130

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA (the "Authority") MAKING RECOMMENDATION WITH RESPECT TO BLIGHT AND SUBSTANDARD AREA #8 AND REDEVELOPMENT PLAN.

WHEREAS, the Mayor and City Council of the City of Grand Island, Nebraska (the "City"), by its Ordinance passed and adopted June 27, 1994, created the Community Redevelopment Authority of the City of Grand Island, Nebraska, pursuant to Sections 18-2101 through 18-2153 of the Nebraska Community Development Law; Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, on February DATE 13th, the Community Redevelopment Authority commissioned Olsson Associates of Lincoln, Nebraska to prepare a Blight and Substandard Study to determine whether the property generally described as: POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF ANNA STREET AND LINCOLN AVENUES; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF LINCOLN AVENUE S TO THE INTERSECTION OF THE CENTERLINES OF LINCOLN AVENUE S AND PHOENIX AVENUE W; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE W TO THE INTERSECTION OF THE CENTERLINES OF PHOENIX AVENUE W AND CLARK STREET S; THENCE, SOUTH EASTERLY ALONG SAID CENTERLINE OF CLARK STREET S TO THE INTERSECTION OF THE CENTERLINES OF CLARK STREET S AND EDDY STREET S; THENCE, SOUTH ALONG THE CENTERLINE OF EDDY STREET S TO THE INTERSECTION OF THE CENTERLINS OF EDDY STREET S AND FONNER PARK ROAD W; THENCE, WEST ALONG THE CENTERLINE OF FONNER PARK ROAD W TO THE INTERSECTION OF THE CENTERLINES OF FONNER PARK ROAD W AND ADAMS STREET S; THENCE, SOUTH ALONG THE CENTERLINE OF ADAMS STREET S TO THE EXTENDED SOUTH PROPERTY LINE OF THE TRACT DESCRIBED IN FILE: 07-2412 OF THE HALL COUNTY REGISTER OF DEEDS; THENCE, WEST ALONG SAID SOUTH PROPERTY LINE TO THE WEST PROPERTY LINE OF SAID PROPERTY; THENCE NORTH ALONG THE WEST PROPERTY LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF A PORTION OF LOT 21 AS DESCRIBED IN ITEMS 1 AND 2 OF INSTRUMENT NUMBER 200314398; THENCE NORTHEASTERLY TO THE SOUTHEAST CORNER OF WASH TWP PT SE 1/4 NW 1/4 21-11-9 (ALSO KNOWN AS PARCEL NUMBER 400206935 ON THE HALL COUNTY ASSESSORS SITE); THENCE, NORTHWESTERLY ALONG THE WESTERN PROPERTY LINE OF SAID PROPERTY TO THE INTERSECTION OF THE EXTENDED WESTERN PROPERTY

LINE AND THE CENTERLIN OF ANNA STREET W; THENCE, NORTHEASTERLY ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

Corporate Limits

The Corporate Limits is the entire study area excepting:

1. THE PARCEL REFERRED TO WASH TWP PT SE 1/4 NW 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400206935 ON THE HALL COUNTY ASSESSORS SITE) 10.92 AC
2. WASH TWP PT SW 1/4 NE 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400206811 ON THE HALL COUNTY ASSESSORS SITE) 10.33 AC
3. WASHINGTON TWP B. & Y. SUB LT 1 (ALSO REFERRED AS PARCEL NUMBER 400209616 ON THE HALL COUNTY ASSESSORS SITE) 132,422 SF
4. WASH TWP S OF RR PT NE 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400206862 ON THE HALL COUNTY ASSESSORS SITE) .44 AC
5. WASH TWP PT NE 1/4 PT FORMER BLKS 7-8-9-10 SOUTH PARK 21-11-9 PT VAC WASHINGTON ST (ALSO REFERRED AS PARCEL NUMBER 400206846 ON THE HALL COUNTY ASSESSORS SITE) 5.69 AC
6. A PIECE OF LAND REFERRED TO AS PARCEL 64
7. WASH TWP 21-11-9 W 1/2 OF VACATED WASHINGTON STREET (ALSO REFERRED AS PARCEL NUMBER 400371391 ON THE HALL COUNTY ASSESSORS SITE) .076 AC
8. WASH TWP PT SW 1/4 NE 1/4 21-11-9 (ALSO REFERRED AS PARCEL NUMBER 400289172 ON THE HALL COUNTY ASSESSORS SITE) .15 AC

Located in the City of Grand Island, Hall County, Nebraska" fulfilled the blight/substandard criteria of the Nebraska Community Development law; and

WHEREAS, Olsson Associates completed said Blight/Substandard Study which indicates the presence of substandard and blighted conditions in the area and,

WHEREAS the Blight/Substandard Study indicates that the area is in need of redevelopment;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, as follows:

1. The Authority has considered the factors specified in Section 18-2103 of the Act, including proposed land uses and building requirements in the Redevelopment Project area, development of the City in accordance with its present and further welfare, as well as efficiency and economy in the process of development, including traffic, parking, safety from fire, panic and other dangers, adequate provisions for light and air, the promotion of healthful and convenient distribution of population,

adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

2. The Authority forwards this Study to the Council for Action by the Grand Island City Council including sending this Study to the Regional Planning Commission for their recommendation.
3. The Authority recommends to the Mayor and City Council of the City of Grand Island, Nebraska, approval of the Blight and Substandard Area #8 and Redevelopment Plan.

Passed and adopted by the Authority this 15th day of February, 2012.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

By: Benny J. Schubert
Chairperson

ATTEST:

ChMA
Director/Secretary

Resolution Number 2012 - 02

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

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

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

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

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

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

DATED: March 7 2012.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By [Signature]
Chair

By: [Signature]

Secretary



City of Grand Island

Monday, March 26, 2012

Council Session

Item F1

#9376 - Consideration of Amendment to Chapter 16 of the Grand Island City Code Relative to Burning Regulations

Staff Contact: Tim Hiemer

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: March 13, 2012

Subject: Open Burning

Item #'s: F-1

Presenter(s): Tim Hiemer, Fire Operations Division Chief

Background

The City of Grand Island (City) ordinance regulating open burning has been the subject of numerous recent discussions by the Grand Island City Council (Council). Although proposed changes to the ordinance were rejected by the Council, it needs to be examined and amended to correct errors and insure certain activities common and accepted in the community are not deemed illegal. In addition, if the proposed amended ordinance is approved by the Council, the 2011/2012 City Fee Schedule must be amended.

Discussion

The proposed amended ordinance generally addresses the following issues:

1. Permits the cooking of food for human consumption on commercial premises. Presently a number of commercial establishments sell food cooked on outdoor grills during the Summer. This is also a common activity during the Nebraska State Fair.
2. Requires evidence of necessary permits by the Nebraska Department of Environmental Quality (DEQ) be provided to the Fire Chief before a City permit is issued.
3. Permits open fires for ceremonial, educational, or recreational purposes by non-profit or governmental entities.
4. Permits the use of outdoor fireplaces with safety restrictions as these devices have become quite common and accepted in the City in recent years.
5. Requires a fee of ten dollars for an open burning permit as permitted by State law prior to the issuance of that permit.

Alternatives

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

1. Move to approve the proposed amended Ordinance and/or the proposed Resolution amending the 2011/2012 City Fee Schedule.
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 Council approve Ordinance No. 9376 amending Grand Island City Code §16-11 and Resolution 2012-84 amending the 2011/2012 City Fee Schedule.

Sample Motion

Move to approve Ordinance No. 9376 amending Grand Island City Code §16-11 and Resolution 2012-84 amending the 2011/2012 City Fee Schedule.

ORDINANCE NO. 9376

WHEREAS, the Grand Island City Council finds it necessary to amend Grand Island City Code §16-11, its laws regulating open fires, to reflect existing community standards,

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

I. That Grand Island City Code §16-11 be amended to read as follows:

§16-11. Open Fires; When Allowed; Permit; Fire Locations; Hours of Burning

(1) For purposes of this section, Open Fire shall mean burning under such conditions that the products of combustion are emitted directly into the ambient air ~~and are not conducted thereto through a stack, chimney, duct, or pipe.~~

(2) No person shall cause or permit any open fire within the limits of the City.

(3) Exceptions:

(a) Fires set solely for the outdoor cooking of food for human consumption ~~on other than commercial premises~~ where no nuisance or hazard is created;

(b) Fires set with the written permission of the Fire Chief of the City of Grand Island or his or her designated representative and upon receipt of any permit required by the Nebraska Department of Environmental Quality:

(i) for the purpose of training public or industrial fire fighting personnel.

(ii) for essential agricultural operation in the growing of crops where no nuisance or hazard is created.

(iii) for the purpose of destroying dangerous materials or diseased trees.

(iv) for the purpose of clearing land for roads or other construction activity.

(v) for ceremonial, educational, or recreational purposes by a legally established and recognized non-profit organization or governmental entity.

(vi) for the purpose of burning leaves and brush where no ~~nuisance or~~ hazard is created.

(c) Fires set in operation of smokeless flare stacks for the combustion of waste gases, provided they meet the requirements of the Nebraska Department of Environmental Control Quality.

(d) For opening burning of leaves and brush where no ~~nuisance or~~ hazard is created during the following periods: (1) A fourteen (14) day period beginning the third Sunday in April, and (2) A fourteen (14) day period beginning the second Sunday in October or as the Fire Chief may designate due to ~~inclement~~ inclement weather during the foregoing specified periods.

(e) For the private, residential use of outdoor fireplaces as defined below and with the following restrictions:

(i) portable fire pits which are designed and commercially sold to confine outdoor wood fires;

(ii) chimineas, constructed of clay or some other fire safe material which are designed and commercially sold to confine outdoor wood fires;

(iii) fire rings which are designed to enclose an outdoor fire with a metal tube, poured concrete, stones, or some other fire safe material partially buried in the ground;

(iv) all outdoor fireplaces must be at a minimum of fifteen (15) feet distance from any structure, including fences and sheds and placed on a stable, non-combustible surface such as a concrete pad;

(v) the fuel area for all outdoor fireplaces shall be no more than three (3) feet in diameter and completely enclosed by a non-combustible screening material;

(vi) the opening in the fuel area must be covered with a screening material constructed of fire safe wire mesh to prevent the passage of sparks and embers;

(vii) fuel for outdoor fireplaces shall be limited to untreated and/or seasoned wood.

(viii) fuel that consists of yard waste or wood that is milled, processed, treated, and/or painted is prohibited;

(ix) while in operation, all outdoor fireplaces shall be continuously monitored by at least one (1) person eighteen (18) years of age or older and an operable garden hose connected to a water supply shall be available for extinguishing flames; and

(x) outdoor fireplaces shall not be operated when local average wind speed is fifteen miles per hour (15 mph) or greater.

(4) Open fires shall be ~~constantly attended~~ continuously monitored by ~~a competent~~ at least one (1) person eighteen (18) years of age or older until the fire is extinguished. The person so attending shall have an operable garden hose connected to a water supply or other fire extinguishing equipment readily available for use, and no such fire shall be abandoned until it has been completely extinguished.

(5) Permits to burn leaves and brush shall only be issued to the owner or occupant of private residential property fire locations. Applications for ~~Ppermits~~ may be issued made only during each open burning period and the week prior thereto. A separate permit shall be required for each open burning period for the activities listed in paragraph (3)(b)(vi) above and shall be maintained in the possession of a person tending the fire at all times.

(6) A separate permit shall be required for any of the activities listed in paragraphs (3)(b)(i), (ii), (iii), (iv), and (v).

~~(6)~~

(7) Fire locations for leaf and brush piles greater than three (3.0) feet in diameter or two (2.0) feet in height must be at least fifty (50.0) feet away from any structure or other combustible material. Fire locations for leaf and brush piles less than three (3.0) feet in diameter and two (2.0) feet in height must be at least twenty-five (25.0) feet from any structure or other combustible material unless the fire is contained within an approved burning appliance or barrel with one-half (1/2") inch (1/2") wire mesh screen covering the entire opening and such container or barrel is located not less than fifteen (15.0) feet from any structure or other combustible material.

~~(7)~~

(8) Leaf and brush fires may only be burned occur between the hours of 8:00 a.m. and 8:00 p.m. during of the open burning periods as defined in paragraph (3)(d) above.

~~(8)~~

(9) The Fire Chief of the Grand Island Fire Department may prohibit any and all open burning when he or she determines atmospheric conditions or local circumstances make such fires hazardous.

ORDINANCE No. 9376 (Cont.)

(10) A permit fee of ten dollars (\$10.00) for each open burning period for the activities listed in paragraph (3)(b)(vi) above must be paid by any person or organization seeking a permit prior to its issuance.

(11) A permit fee of ten dollars (\$10.00) for each daily occurrence for any of the activities listed in paragraphs (3)(b)(i), (ii), (iii), (iv), and (v) above must be paid by any person or organization seeking a permit prior to its issuance.

II. Any ordinances or parts of ordinances in conflict are hereby repealed.

III. This ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: March 26, 2012.

Jay Vavricek, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G1

Approving Minutes of March 13, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 13, 2012

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 13, 2012. Notice of the meeting was given in *The Grand Island Independent* on March 7, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard, and John Gericke. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Public Works Director John Collins and Finance Director Jaye Monter.

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

Mayor Vavricek introduced Community Youth Council member Josh Sugita and Board member Theresa Engelhardt.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Hall County WWII Hero Flights to Washington, DC. Mayor Vavricek and the City Council recognized the outstanding work of the Hall County WWII Hero Flights to send World War II veterans to Washington, DC to visit the World War II Memorial. Don Shuda was present for the recognition and explained the flights. Viewed was a short video of the first flight.

Proclamation "National Agricultural Day" March 8, 2012. Mayor Vavricek proclaimed March 8, 2012 as "National Agricultural Day". FFA Students from Northwest High School were present for the presentation.

PUBLIC HEARINGS:

Public Hearing on Request from Napoli, LLC dba El Napoli's Italian, 3421 Conestoga Drive for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Napoli, LLC dba Napoli's Italian, 3421 Conestoga Drive. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on February 10, 2012; notice to the general public of date, time, and place of hearing published on March 3, 2012; notice to the applicant of date, time, and place of hearing mailed on February 10, 2012; along with Chapter 4 of the City Code. Staff recommended approval contingent upon completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on the Proposal for Use of Program Income Reuse Funds. Community Development Administrator Marco Floreani reported that through the Community Development Block Grant (CDBG) the City submitted an application on behalf of the Grand Island Business

Improvement District #8 for a \$12,500 Revolving Loan funds. If approved these fund would provide a portion of the required match for a 2012 Phase 1 Downtown Revitalization Grant from the Nebraska Department of Economic Development. No public testimony was heard.

Public Hearing on Application for Community Development Block Grant Program. Community Development Administrator Marco Floreani reported that a Community Development Block Grant had been prepared for \$30,000 to fund the Downtown Revitalization Phase 1 Pre-Development Planning Grant to develop a revitalization plan for downtown infrastructure and growth. No public testimony was heard.

Public Hearing on Acquisition of Public Street Right-of-Way in Oak Pointe Subdivision (R.B.O., L.L.C.). Public Works Manager of Engineering Services Terry Brown reported that acquisition of a Public Street right-of-way was needed in order to allow for redesign of the development area at Starwood Avenue and Cedar Ridge Court for development of a cul-de-sac at the south end of Lot One. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement in Oak Pointe Subdivision (R.B.O., L.L.C.). Public Works Manager of Engineering Services Terry Brown reported that acquisition of a Public Utility easement was needed in the Oak Pointe Subdivision to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement for the purpose of allowing for this area to be redeveloped as a cul-de-sac. No public testimony was heard.

ORDINANCES:

#9363 – Consideration of Annexation of Property Located South of US Highway 34 and West of South Blaine Street – Annexation Area 8b (included Rainbow Lake Area) (Final Reading)

Motion by Gilbert, second by Donaldson to approve Ordinance #9363 on third reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9370 – Consideration of Amendment to Chapter 35 of the Grand Island City Code Relative to Groundwater Control Area #4 – Nebraska Solvents Company Site on the Eastern Side of the City of Grand Island and a Portion of Western Merrick County

#9371 () – Consideration of Amendments to Chapter 35 of the Grand Island City Code Relative to Revisions of the Water Rate Schedule

#9372 – Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks

#9373 – Consideration of Vacation of a Utility Easement Located in Oak Pointe Subdivision (R.B.O., L.L.C.)

#9374 – Consideration of Vacation of Starwood Avenue and Cedar Ridge Court in Oak Pointe Subdivision (R.B.O., L.L.C.)

#9375 – Consideration of Amendment to Chapter 16 of the Grand Island City Code Relative to Open Burning

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 Gard second the motion. Upon roll call vote, all voted aye. Motion adopted.

#9370 – Consideration of Amendment to Chapter 35 of the Grand Island City Code Relative to Groundwater Control Area #4 – Nebraska Solvents Company Site on the Eastern Side of the City of Grand Island and a Portion of Western Merrick County

Utilities Director Tim Luchsinger reported that Union Pacific would like to create a groundwater control area restricting development and use of new water sources by property owners in the contaminated area. This ordinance also had a housekeeping function of clearly delineating the provisions of Groundwater Control Area No. 3.

Lewis Kent, 624 Meves Avenue questioned if Swift would be putting in a well. Mr. Luchsinger stated he was not aware of any well drilling by Swift.

Motion by Dugan, second by Gericke to approve Ordinance #9370.

City Clerk: Ordinance #9370 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 #9370 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9370 is declared to be lawfully adopted upon publication as required by law.

#9371 (A) – Consideration of Amendments to Chapter 35 of the Grand Island City Code Relative to Revisions of the Water Rate Schedule

Utilities Director Tim Luchsinger reported that revision of the Water Rate Schedule had been presented to Council for possible funding methods for the capital cost and annual operating costs for the uranium removal system project. The following two options were presented to Council: 1) creating a Meter Fee Schedule or 2) increasing each billing unit rate (100 cubic feet) by \$0.16.

Lewis Kent, 624 Meves Avenue spoke in support.

Discussion was held regarding meter fee being consistent and fair so people could plan their monthly bills. Comments were also made concerning the advantage of the set rate increase of \$.16 per 100 cubic feet. Mr. Luchsinger clarified the differences in the Ordinances. Customers could control the price of their bill with Option (B) by the amount of water used. The Utilities Department favored Option (A).

Motion by Donaldson, second by Gericke to approve Ordinance #9371 (A).

City Clerk: Ordinance #9371 (A) on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Niemann, Ramsey, Gilbert, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmembers Carney and Nickerson voted no. Motion adopted.

City Clerk: Ordinance #9371 (A) on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Niemann, Ramsey, Gilbert, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmembers Carney and Nickerson voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9371 (A) is declared to be lawfully adopted upon publication as required by law.

#9372 – Consideration of Amendments to Chapter 32 of the Grand Island City Code Relative to Streets and Sidewalks

Public Works Manager of Engineering Services Terry Brown reported that Ordinance #9372 were needed Amendments to Chapter 32-69 in order to meet Federal-Aid Transportation requirements for encroachments relating to streets and sidewalks. Ordinance #9373 related to vacating a utility easement in Oak Pointe Subdivision and Ordinance #9374 related to vacating a portion of Starwood Avenue and Cedar Ridge Court in Oak Pointe Subdivision.

David Jelinek, 1723 West 1st Street addressed concerns on the US Hwy 30 drainage easements regarding sprinkler system reimbursement. Discussion was held regarding creating a license agreement to identify location of underground sprinklers.

Motion by Ramsey, second by Gilbert to approve Ordinance #9372.

City Clerk: Ordinance #9372 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 #9372 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9372 is declared to be lawfully adopted upon publication as required by law.

#9373 – Consideration of Vacation of a Utility Easement Located in Oak Pointe Subdivision (R.B.O., L.L.C.)

#9374 – Consideration of Vacation of Starwood Avenue and Cedar Ridge Court in Oak Pointe Subdivision (R.B.O., L.L.C.)

Ordinances #9373 and #9374 related to the aforementioned Public Hearings.

Motion by Carney, second by Gard to approve Ordinances #9373 and #9374.

City Clerk: Ordinances #9373 and #9374 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9373 and #9374 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9373 and #9374 are declared to be lawfully adopted upon publication as required by law.

#9375 – Consideration of Amendment to Chapter 16 of the Grand Island City Code
Relative to Open Burning

Fire Division Chief Tim Hiemer reported that Ordinance #9375 was to amend the City Code banning Open Burning.

Jerry Rapp, 802 East 15th Street spoke in opposition. Lewis Kent, 624 Meves Avenue spoke in support.

Motion by Gericke, second by Carney to approve Ordinance #9375.

Mayor Vavricek answered the question as to why this issue had been brought forward. It was at the request of Councilmember Gericke. Discussion was held regarding the enforceability and the vote of the people to have open burning in the City.

Motion was made by Nickerson, second by Gard to amend this Ordinance to make it effective May 1, 2012. Upon roll call vote, Councilmembers Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gard voted aye. Councilmembers Niemann and Gericke voted no. Motion adopted.

A lengthy discussion on the pros and cons of a burning ban was held. Mentioned was the complexity and number of exceptions in the Ordinance. Discussion was held on the current City Code and if we were in compliance with State Statute. Mr. Hiemer stated we would be if we enforced the permit policy. The Fire Department didn't have the staff for enforcement. City Attorney Bob Sivick explained in order for this Ordinance to pass there needed to be a 2/3 vote.

City Clerk: Ordinance #9375 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Ramsey, Donaldson, Dugan, Gard and Gericke voted aye. Councilmembers Carney, Niemann, Gilbert, and Nickerson voted no. Motion failed.

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

Approving Minutes of February 25, 2012 City Council Study Session (Retreat).

Approving Minutes of February 28, 2012 City Council Regular Meeting.

Approving Minutes of March 6, 2012 City Council Study Session.

Approving Councilmember Appointments to Boards and Commissions.

#2012-55 – Approving Final Plat and Subdivision Agreement for Chief Fab Second Subdivision.
It was noted that Chief Industries, Inc. owner, had submitted the Final Plat and Subdivision Agreement for Chief Fab Second Subdivision for the purpose of creating 2 lots on property located north of Fonner Park Road and west of Adams Street containing 15.448 acres.

#2012-56 – Approving Proposal for Use of Program Income Reuse Funds.

#2012-57 – Approving Application for Community Development Block Grant Program.

#2012-58 – Approving Grant Spending for the Nebraska Children and Families Foundation and Nebraska Department of Health and Human Services Grants.

#2012-59 – Approving Grant Evaluation Agreement for the NE Children and Families Foundation and NE Department of Health and Human Services Grants.

#2012-60 – Approving Acquisition of Public Street Right-of-Way in Oak Pointe Subdivision (R.B.O., L.L.C.).

#2012-61 – Approving Acquisition of Public Utility Easement in Oak Pointes Subdivision (R.B.O., L.L.C.).

#2012-62 – Approving Certificate of Final Completion for Broadwell Avenue Shoulder Improvement – Capital Avenue to Veteran’s Athletic Fields with J.I.L. Asphalt Paving Company of Grand Island, Nebraska.

#2012-63 – Approving Change Order No. 3 for Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant with Oakview dck, LLC of Red Oak, Iowa for a decrease of \$30,124.00 and a Revised Contract Amount of \$3,944,025.00.

#2012-64 – Approving Supplementing Inter-Departmental Fund Transfer for Project WWTP-2010-3 for Aeration Basin Improvements at the Wastewater Treatment Plant.

#2012-65 – Approving Support of the Hall County Historical Society Pursuing Placement of the Seedling Mile Site on the National Registry of Historic Places.

#2012-66 – Approving Bid Award for Handicap Ramp Project No. 2012-1 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$98,370.30.

#2012-67 – Approving Bid Award for Concrete Ready-Mix for 2012 with Gerhold Concrete Co., Inc. of Grand Island, Nebraska in an Amount of \$77.00 per cubic yard for Portland Cement Concrete Ready-Mix.

#2012-68 – Approving Bid Award for Hot-Mix Asphalt for 2012 with Gary Smith Construction Co. of Grand Island, Nebraska in an Amount of \$48.50 per ton for Type “A” asphaltic concrete, \$44.27 per ton for Type “BC” asphaltic concrete, \$54.60 per ton for Type “C” asphaltic concrete, and \$51.50 per ton for Type “SPL” asphaltic concrete.

#2012-69 – Approving Change Order #1 for Additional Infield Soil Conditioner at the Veterans Athletic Field Complex with Dakota Transport, Inc. of Hampton, Minnesota for an Increase of \$936.80 and a Revised Contract Amount of \$96,936.80.

#2012-70 – Approving Certificate of Final Completion for Infield Soil Conditioner at the Veterans Athletic Field Complex with Dakota Transport, Inc. of Hampton, Minnesota.

RESOLUTIONS:

#2012-71 – Consideration of Request from Napoli, LLC dba Napoli’s Italian, 3421 Conestoga Drive for a Class “I” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Carney, second by Gericke to approve Resolution #2012-71 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2012-72 – Consideration of Letter of Support for VA Homeless Veterans Housing Project. Building Department Craig Lewis reported that a request had been made by Pridon, a national developer specializing in homes for military families and veterans for application for Low Income Housing Tax Credits from NIFA.

Motion by Dugan, second by Niemann to approve Resolution #2012-72. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Ramsey to approve the Claims for the period of February 29, 2012 through March 13, 2012, for a total amount of \$4,202,309.40. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:45 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G2

Approving Minutes of March 20, 2012 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 20, 2012

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 March 20, 2012. Notice of the meeting was given in the *Grand Island Independent* on March 14, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, and John Gericke. Councilmembers Peg Gilbert and Randy Gard were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Bob Sivick, Public Works Manager of Engineering Services Terry Brown and Finance Director Jaye Monter.

INVOCATION was given by Community Youth Council member Ashley Bykerk followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council members Ashley Bykerk and Kuulei Hose.

OTHER ITEMS:

Update Concerning the US Highway 30 Drainage Improvement Project. Public Works Project Manager Scott Gripenstroh reported that construction of a new storm sewer to improve drainage of the recently reconstructed US-Highway 30 (Second Street) from Tilden Street to Jefferson Street was being planned with the Nebraska Department of Roads. The current project total estimate was \$1,464,702 with the City's share estimated at \$534,431. Construction was not expected to begin before the spring of 2013.

The following history was presented of the Wasmer Detention Cell Project:

- May 2003 – City entered into contract with Kirkham Michael to perform study for drainage improvement for the Second Street and Broadwell Avenue area
- March 2005 – City approved agreement for acquisition of former Wasmer School property
- July 2006 – City entered into contract with Kirkham Michael to begin design for the Wasmer Detention Cell Project
- March 2007 – project programmed to receive Federal Transportation Aid
- March 2008 – start of Second Street Widening project
- October 2008 – NDOR announced significant changes for Federally funded LPA projects
- April 2009 – City informed that the project is to go through the State's bid letting system
- June 2009 – Council approved supplemental agreement with Kirkham Michael to address increased requirements for delivery of a Federal Aid Project
- July 2010 – Eligibility of project for Federal Aid questioned

- December 2010 – Council approved supplemental agreement with Kirkham Michael for required study
- February 2010 – FHWA and NDOR determination
 - ◊ 77% waters eligible (61.6%/38.4% funding split)
 - ◊ Wasmer Detention Cell project killed
 - ◊ New Project to be programmed
- April 2011 – US-30 Drainage Improvement project agreement with NDOR fully executed
- August 2011 – Agreement with Kirkham Michael to perform engineering/environmental clearance fully executed

Mentioned were the following design changes: reduced impact to Water Utilities, reduced impact to neighborhood trees, and temporary easements required for water services and some ADA sidewalk ramps.

The benefits of the Wasmer Detention Cell project were: improved drainage on Second Street; improved drainage in neighborhood; some relief for drainage on Third Street; new concrete pavement and driveways; and ADA accessible sidewalks.

Kirkham Michael was currently completing plans and acquiring Environmental Clearance. The City of Grand Island would develop documents and perform acquisitions for temporary easements. Construction would begin no sooner than the spring of 2013 and would take 6 months to complete.

Tom Halstrom, 1609 West Koenig Street questioned what the cell would look like after the project was completed and recommended the development of a park. Mr. Brown commented this detention cell was designed as a dry cell. In the future a neighborhood meeting would be warranted to discuss playground equipment, benches, etc.

Dennis Hatfield, 1611 West Koenig Street spoke in support of the comments from Mr. Halstrom.

Discussion was held regarding the capacity of the detention cell. Sprinkler systems in the right-of-way would possibly be damaged during construction at a cost of approximately \$20,000. The cost would be the responsibility of the property owners. Green space was mentioned for future discussion with the Council.

Request to Lease City Owned Property. Parks and Recreation Director Steve Paustian reported that a request had been made by the G. I. Riverdogs Baseball Program to lease the ball field located at Ashton and Oak Streets.

The Pros were: the City would receive back an improved facility, reduce staff maintenance and capital costs, and provide an opportunity for an interest group to help themselves. The Cons were: as a lease facility it is controlled by the lessee and would restrict the use of the facility by others during the term of the lease and conflict resolution may be required.

Discussion was held regarding the use of this field by other teams. Mr. Paustian stated he checked with other groups and they did not have a problem with leasing this field. Comments were made concerning setting precedence for other facilities to be leased.

Tino Martinez, 4183 Indianhead Road representing G. I. Riverdogs Baseball answered questions regarding the number of games played each season.

Mr. Paustian stated with Council approval an RFP would be issued to allow other groups the opportunity to lease this field. Improvements would be required in the RFP. Removing the Webb Road ball fields were mentioned with regards to the use of this property. Mr. Paustian stated there was plenty of room at the Veterans Athletic Field Complex for expansion of more fields. Parking concerns were mentioned at the Ashton and Oak Streets location.

Monte Hehnke, 4019 Norseman Avenue commented on the G. I. Riverdogs Baseball team who were 14 years and older. Practice was two to three times a week with games on week-ends.

Update Concerning Lincoln Swimming Pool Construction. Parks and Recreation Director Steve Paustian reported that council authorized the construction of a new swimming pool to replace the existing pool at Lincoln Park. JEO Consulting was hired to develop the design and construction documents of the new swimming pool. A PowerPoint was presented updating the Council with regards to the progress of the project.

A 165 linear foot flume slide, 25 foot tall was planned. A one of a kind ladder with platform for the 3 meter diving stand and shade shelter were presented along with pictures of the exterior elevation. An early August construction was planned.

Discussion was held regarding the use of the old pool area. Mr. Paustian stated as of right now there were no plans for this area. The school may have a need for this area.

Update Concerning Park and Recreation Department Financials. Parks and Recreation Director Steve Paustian reported that Council had requested a financial update on all Park and Recreation Department facilities and programming. A PowerPoint was given with actual 2011 financials and the 2012 adopted budget.

The following Parks & Recreation Department Inventory was given:

5 – Lakes – 94 acres	32 – Parks and mini parks – 382 acres
Trails – 17 miles	18 – Tennis courts – indoor and outdoor
Soccer Fields – 20 acres	4 – Wading pools
23 – Ball diamonds	1 – Neighborhood pool
16 – Flower beds	1 – Water Park
42 – Playgrounds	1 – Shooting Park – 417 acres
1 – Skate Park	1 – Golf Course – 175 acres
1 – Cemetery – 80 acres	1 - Fieldhouse

Financials for each division were presented. All divisions, except the Golf Course were supported by General Funds.

Discussion was held regarding the City owned cemetery and other cemeteries in the City. The cemetery trust fund was mentioned. Mr. Paustian stated the maintenance of the cemetery would always have to be subsidized because the fees received over the years do not cover today's expenses.

Comments were made regarding a policy for subsidizing the Parks programs in the next budget. The Community Fieldhouse was complimented on the activities provided. A suggestion was made regarding advertising at the Heartland Public Shooting Park.

Mayor Vavricek commented on the number of recreation opportunities throughout the City which brings people in from outside Grand Island.

ADJOURNMENT: The meeting was adjourned at 9:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G3

#2012-73 - Approving Amendment to the Redevelopment Plan for CRA Area #1 Located in East Grand Island at the Existing Lincoln Park, North of 7th Street and East of Beal Street

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

Staff Contact: Chad Nabity

RESOLUTION 2012-73

MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, APPROVING A PLAN/MODIFICATION ENTITLED “PLAN MODIFICATION FOR CRA AREA #1 (LINCOLN PARK SWIMMING POOL).”

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:

Section 1. The Mayor and Council of the City of Grand Island, Nebraska, (the “City”) hereby find and determine: (a) that pursuant to the provisions of Sections 18-2101 to 18-2144, R.R.S. Neb. 2007, as amended (the “**Community Development Law**”), the Mayor and City Council have declared as substandard and blighted that area described in Resolution No. 2000-388 of the Mayor and Council passed and approved on December 19, 2000 (“**CRA Area #1**”); (b) that pursuant to Ordinance No. 8021, the Community Redevelopment Authority of the City of Grand Island (the “**CRA**”) has been organized and exists and exercises the powers of a community redevelopment authority under the Community Development Law; (c) that a general redevelopment plan (the “**Original Plan**”) for all or a portion of CRA Area #1 was adopted by the CRA on November 21, 1995 and approved by the Mayor and Council of the City on December 18, 1995, all under prior existing provisions of the Community Development Law and a prior adopted declaration as to blight and substandard conditions; (c) that the staff of the CRA has prepared a redevelopment plan entitled “Plan Modification for CRA Area #1 (Lincoln Park Swimming Pool) (the “**Plan/Modification**”) to provide for a project for the renovation and redevelopment of CRA Area #1 by the construction of a replacement swimming pool for Lincoln Park and such Plan/Modification represents a modification of the Original Plan and also a separate redevelopment plan to be considered for adoption under the current provisions of the Community Development Law; and (d) that the Plan/Modification was referred and submitted to the Hall County Regional Planning Commission (the “**Planning Commission**”), for review and recommendations and the Planning Commission has approved the Plan/Modification without recommendation for changes from the form submitted.

Section 2. The Mayor and Council hereby further find and determine that the CRA has recommended the Plan/Modification and in making such recommendation considered whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City’s general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air,

the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 3. The Mayor and Council further find and determine (a) that no cost-benefit analysis has been prepared pursuant to the guidelines set forth in Section 18-2113 of the Community Development Law, because under the terms of the Plan/Modification, there are not to be any revenues set aside as provided under the terms of Section 18-2147, R.S. Supp., 2011, (“Section 18-2147”) and (b) that because all redevelopment project improvements contemplated by the Plan/Modification are to occur on public park property owned by the City, there is to be no taking of title to real estate by the CRA in connection with the Plan/Modification, no requests for redevelopment contract proposals or notice with respect to any such proposals are required under the terms of Section 18-2119 of the Community Development Law.

Section 4. The Mayor and Council further find and determine that the CRA has recommended that the Mayor and Council approve and adopt the Plan/Modification. In connection with such recommendation, the CRA reported to the Mayor and Council (a) the proposed method and estimated cost of the acquisition and preparation for redevelopment and the estimated proceeds or revenue from disposal of property to redevelopers, if any; (b) a statement of the proposed method of financing for the redevelopment project as set forth in the Plan/Modification and (c) further that there will be no families displaced under the terms of the Plan/Modification.

Section 5. The Mayor and Council further find and determine (a) that there are no registered neighborhood associations whose area of representation is located in whole or in part within a one-mile radius of the area to be redeveloped as described in the Plan/Modification; (b) that the Plan/Modification does not provide for any use of funds authorized by Section 18-2147 and therefore does not directly affect any county, school district, community college, educational service unit or natural resources district; and (c) that a public hearing was held, after notice of such public hearing was provided as required in Section 18-2115 of the Community Development Law, whereby all persons desiring to be heard as to whether the Plan/Modification should be approved have been heard.

Section 6. Based upon the recommendation of the CRA and analysis and review of the Plan/Modification, the Mayor and Council hereby find (a) that the Plan/Modification is feasible and in conformity with the general plan for the development of the City as a whole and (c) the Plan/Modification is in conformity with the legislative declarations and determinations set forth in the Community Development Law.

Section 7. The Mayor and Council hereby approve and adopt the Plan/Modification.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G4

#2012-74 - Approving Adoption of a Blight Study for CRA Blight and Substandard Area #8

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

Staff Contact: Chad Nabity

RESOLUTION 2012-74

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, the Community Redevelopment Authority for the City of Grand Island caused to be prepared a Blight/Substandard Study for an area located south of Anna Street along Adams Street and north of Fonner Park Road and east of Lincoln Avenue, referred to as Area No. 8; and

WHEREAS, Olsson Associates along with Marvin Planning Consultants and Ken Bunger completed such Blight/Substandard Study and has determined that the area should be declared as substandard or blighted areas in need of redevelopment; and

WHEREAS, the study was presented to the Community Redevelopment Authority at its February 15, 2012 meeting; and

WHEREAS, on February 15, 2012, the Grand Island Community Redevelopment Authority accepted a Blight/Substandard Study for Redevelopment Area No. 8 as prepared by Olsson Associates; and

WHEREAS, the Regional Planning Commission held a public hearing and recommended approval of such study at its March 7, 2012 meeting; and

WHEREAS, a public hearing was held on March 26, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight/Substandard Study for Redevelopment Area No. 8 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, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G5

#2012-75 - Approving Generalized Redevelopment Plan for CRA Blight and Substandard Area #8

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

Staff Contact: Chad Nabity

RESOLUTION 2012-75

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1997, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has declared Redevelopment Area No. 8 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has accepted a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan; and

WHEREAS, the plan as presented to the City authorizes projects for public improvements to utility, drainage and transportation infrastructure; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to adopt the Redevelopment Plan.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 8 in the City of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole is in conformity with the legislative declarations and determinations set forth in the Act.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of

accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G6

#2012-76 - Approving a Six Month Agreement for Five City Hall Copiers Maintenance & Supplies with Capital Business Systems Inc./Modern Methods

Staff Contact: Jave Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: March 26, 2012

Subject: Approving Six Month Agreement for Five City Hall Copiers Maintenance & Supplies with Capital Business Systems Inc./Modern Methods

Item #'s: G-6

Presenter(s): Jaye Monter, Finance Director

Background

On February 27, 2007, Council approved a 36 month Lease Agreement with Modern Methods for five Copier/Printer/Scanners in City Hall for \$48,792.00 with a \$1 buyout at the end of the term. In addition, the City paid a per copy/print cost which amounted to approximately \$10,000 per year for a total of \$78,792.00 for the three year period.

In 2010 and 2011, The City of Grand Island opted to retain the existing copiers and purchased consecutive one year Maintenance Agreements paying only a per copy/print cost per month. The 2011-58 resolution maintenance agreement will end on 4/10/12. With one month remaining the one year agreement has amounted to \$8463.31. The agreement included \$.008904 per copy/print for the (4) LANIER model LD345 (Suite) black copiers and \$.006572 for black copies and \$.0583 color copies for the LANIER LD160C Color copier in the Mailroom.

Discussion

Current usage counts and lifetime expectancy of each copier, has been deemed adequate to renew a six month Maintenance Agreement with Capital Business Systems Inc./Modern Methods for all machines instead of another twelve month agreement. Costs per copy do not differ for six or twelve months. During this six month period Finance will determine if any of the five Copier/Printer/Scanner machines need to be replaced and if so timing and dollars will coincide with consideration in the 2013 budget.

The Agreement states that we agree to pay \$.00979 per copy/print for the (4) LANIER model LD345 (Suite) copiers and \$.00723 black and \$.06413 color copy for the LANIER LD160C Color copier in the Mailroom. The Maintenance Agreement covers all parts, labor, and supplies (excluding paper and staples).

Alternatives

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

1. Approve the six month Maintenance Agreements with Capital Business Systems Inc./Modern Methods.
2. Request Bids to replace Copiers in City Hall

Recommendation

City Administration recommends that the Council approve the six month Maintenance Agreement with Capital Business Systems Inc./Modern Methods for Cost per copy/print of: \$.00979 for model LANIER LD345SP & the cost per copy/print of \$.00723 B/W; \$.06413 /COLOR.

Sample Motion

Move to approve the six month Maintenance Agreement with Capital Business Systems Inc./Modern Methods.



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I930 ADMIN/LEGAL	74900773	

Contract Term: 6 months. Start: 4/11/12 Month/Day/Year End: 10/11/12 Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X
Customer Acceptance _____ Title _____ Date _____

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name City of Grand Island	BILL TO	Customer Name
	Address 100 East First Street, Grand Island NE		Address
	Telephone # 308-385-5444		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345SP	I964 Finance/HR	75000744	

Contract Term: 6 months. Start: 4/11/12 End: 10/11/12
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: 0 per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00979 billed ☐ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X _____ Title _____ Date _____
Customer Acceptance

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of **supplies other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	1964 BLDG	75000739	

Contract Term: 6 months. Start: 4/11/12 End: 10/11/12
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X
Customer Acceptance _____ Title _____ Date _____

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I966 UTILITY	75000818	

Contract Term: 6 months. Start: 4/11/12 End: 10/11/12
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X
Customer Acceptance _____ Title _____ Date _____

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD160c	1973 Mailroom	612000928	

Contract Term: 6 months. Start: 4/11/12 Month/Day/Year End: 10/11/12 Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at .06413 billed ☒ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00723 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X
Customer Acceptance _____ Title _____ Date _____

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved

RESOLUTION 2012-76

WHEREAS, on February 27, 2007, by Resolution 2007-50, the City of Grand Island entered into a three year lease for the use of copy machines within City Hall; and

WHEREAS, on March 9, 2010 by Resolution 2010-70 the City of Grand Island opted to buy the copiers for \$1.00, and entered into a one year Maintenance agreement for the five copy machines agreeing to pay per copy/print costs at a Cost per Copy of: \$.0084 for model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print is \$.0062 B/W and \$.055 COLOR for twelve months The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, on March 11, 2011 by Resolution 2011-58 the City of Grand Island entered into a one year Maintenance agreement for the five copy machines agreeing to pay per copy/print costs at a Cost per Copy of: \$.008904 for model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print is \$.006572 B/W and \$.0583 COLOR. The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, it has been deemed adequate to renew the Maintenance agreement for a period of six months; which states that we agree to pay per copy/print costs of: \$.00979 for model LANIER LD345. The cost for model LANIER LD160C per copy/print is \$.00723 B/W and \$.06413 COLOR. The Maintenance Agreement from April 11, 2012 thru October 11, 2012, covers all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, the proposed agreements have been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the six month Maintenance agreement as stated above by and between the City and Capital Business Systems, Inc./Modern Methods, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G7

#2012-77 - Approving Bid Award - Continuous Emissions Monitoring Systems (CEMS) at Platte Generating Station

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting Date: March 26, 2012

Subject: Continuous Emissions Monitoring System (CEMS)

Item #'s: G-7

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

Background

The Environmental Protection Agency (EPA) published a new regulation for power plant air emissions on July 7, 2011, the Cross State Air Pollution Rule (CSAPR), which was to replace the current Clean Air Interstate Rule on January 1, 2012. The CSAPR has lowered the annual amount of nitrous oxides (NO_x) emissions that can be released as a result of the combustion process in the plant boiler, and this lower amount becomes the limiting constraint on the generating output of the Platte Generating Station, about 45% of its maximum capacity. This loss in generating capacity must be replaced by higher cost options of purchasing power from the regional market or using the gas-fueled facilities at Burdick Station.

To meet the requirements of the new rule, the plant engineering staff researched methods to reduce the amount of NO_x released from the boiler, including plant equipment modifications and chemical additions. Installing new low NO_x burners with separate over-fire air ducts to lower the NO_x emission rate from the unit was evaluated to be the long-term solution to allow full operating capacity for the plant.

Specifications for the Low NO_x Conversion Burners with separate over-fire air ducts were developed by plant staff and issued for bid in accordance with the City Purchasing Code. These specifications include furnishing and installing all of the combustion system components necessary to lower the NO_x emissions from the Platte boiler to a rate of 0.14 lbs./mmBtu, or about one-fourth of its current permitted rate. These specifications also include computer modeling for design of the new burners and final compliance testing and tuning.

Council awarded the contract for Low NO_x Conversion Burners to Babcock Power Services, Inc., of Lees Summit, Missouri, in the amount of \$3,251,444.00 on December

6, 2011. Although a federal appeals court stayed the CSAPR pending hearing scheduled for April, 2012, Utilities management opted to continue with the project, and the system is planned to be installed during a plant maintenance outage in the last quarter of 2012. The installation of new low NOx burners is expected to result in an increase in the potential carbon monoxide (CO) emissions from the unit, therefore, the Nebraska Department of Environmental Quality has indicated that they will require the installation of a continuous emissions monitoring system for CO.

Discussion

The specifications for the Continuous Emissions Monitoring System (CEMS) were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 13, 2012. Specifications were sent to four potential bidders and responses were received as listed below. The engineer's estimate for this project was \$60,000.00.

Bidder	Bid Price
Monitoring Solutions, Exton, PA	\$ 55,775.00
Altech Environmental USA, Geneva, IL	\$ 90,969.00
Sick, Inc., Bloomington, MN	\$ 91,271.00
AC Systems Integration, Inc., Tulsa, OK	\$ 102,874.00
STI Cems Services, Waldron, AR	\$ 114,930.00

The bids and exceptions were reviewed by plant engineering staff. In order to comply with specification requirements and ensure comparability with the other bidders, the Monitoring Solutions bid of \$51,400.00 was adjusted to include sales tax, for an adjusted bid price of \$55,775.00. The bid from Monitoring Solutions was found to be otherwise compliant with the specification, less than the engineer's estimate, and exceptions regarding scheduling were reviewed and are acceptable.

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 Continuous Emissions Monitoring System (CEMS) to Monitoring Solutions of Exton, PA, as the low responsive bidder, in the amount of \$55,775.00.

Sample Motion

Move to approve the bid from Monitoring Solutions in the amount of \$55,775.00 for the Continuous Emissions Monitoring System (CEMS) at Platte Generating Station.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 13, 2012 at 2:00 p.m.
FOR: Continuous Emissions Monitoring System (CEMS)
DEPARTMENT: Utilities
ESTIMATE: \$60,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: February 29, 2012
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Altech Environment USA</u> Geneva, IL	<u>Monitoring Solutions</u> Exton, PA
Bid Security:	Fidelity & Deposit Co.	\$3,000.00
Exceptions:	None	Noted
Bid Price:		
Material:	\$48,523.00	\$51,400.00
Labor:	\$42,446.00	----
Sales Tax:	---	----
Total Bid:	<u>\$90,969.00</u>	<u>\$51,400.00</u>
Bidder:	<u>AC Systems Integration, Inc.</u> Tulsa, OK	<u>Sick, Inc.</u> Bloomington, MN
Bid Security:	Granite Rex, Inc.	\$9,000.00
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$72,903.00	\$70,980.00
Labor:	\$25,068.00	\$18,220.00
Sales Tax:	<u>\$ 4,903.00</u>	<u>\$ 5,971.00</u>
Total Bid:	<u>\$102,874.00</u>	<u>\$91,271.00</u>

Bid Security: Waldron, AR
Exceptions: \$5,746.50
None

Bid Price:
Material: \$95,855.00
Labor: \$19,075.00
Sales Tax: ---
Total Bid: \$114,930.00

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Emily Muth, PGS

P1542

RESOLUTION 2012-77

WHEREAS, the City of Grand Island invited sealed bids for Continuous Emissions Monitoring System (CEMS), according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 13, 2012, bids were received, opened and reviewed; and

WHEREAS, Monitoring Solutions of Exton, PA, 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 \$55,775.00; and

WHEREAS, the bid of Monitoring Solutions is less than the estimate for the Continuous Emissions Monitoring System (CEMS).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Monitoring Solutions in the amount of \$55,775.00 for Continuous Emissions Monitoring System is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G8

#2012-78 - Approving Kiewit Power Engineers for the Air Quality Control System Engineering Services at Platte Generating Station

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney/Purchasing

Meeting: March 26, 2012

Subject: Air Quality Control System Engineering Services at PGS

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units. The final rule details will be published by March, 2012, with a compliance date of March, 2015, although an additional one year for compliance may be granted by individual states. This rule is independent from the CSAPR proceedings.

To achieve long-term compliance for MATS, it is anticipated that GIUD will need to install a fabric filter, carbon injection system, and, depending on the amount of reduction needed, either a dry sorbent injection or a dry scrubber at Platte Generating Station, along with associated by-product removal systems and disposal sites, in the next three to four years. It is estimated that these modifications will cost the utility approximately \$35 Million and take 3 to 5 years for financing, design, and construction. Although this equipment will result in additional operating costs that may affect rates, the City has proceeded with refinancing of current electric bonds to avoid rate impacts due to debt service and capital expenditures. Current plans are to complete this installation during the last quarter of 2014 to coincide with a scheduled plant maintenance outage. This will provide a margin for the implementation of the system and minimize plant downtime.

For large capital improvement projects of this type, the Department has traditionally used the Design-Build approach, where proposals are solicited for a consulting engineer, who then proceeds with detailed design and developing multiple specifications for bids to acquire equipment and contractors to complete the project. This type of approach can achieve more control of the details of the project, but can also take more time to complete and final project costs are not known until the final contract is awarded. A project approach being used more by utilities for capital projects is the Engineer-Procure-

Construct (EPC) method. Specifications are developed emphasizing final system performance and operating parameters instead of technical features, and consortiums of engineers, suppliers, and construction contractors then team together to provide bids for a total system package. The project is awarded to the lowest compliant bid, normally with provisions of penalties for not meeting guarantees or incentives for exceeding requirements. The EPC approach is recommended by the Department for the air emission control equipment project as we do not have a preference for the various air emission control technologies, and this method will allow for the market to determine the most cost effective and timely implementation. Project costs will also be known early and enable financing methods to be determined to minimize rate impacts to customers.

Utilities and other entities performing EPC projects normally retain the services of an Owner's Engineer to develop the EPC specifications and provide third party project administrative functions. Utilities staff drafted project requirements for an Owner's Engineer and solicited proposals in accordance with City procurement procedures. The services for the Owner's Engineer included the following.

- A high level determination of emission reduction limits and system components.
- Preparation of specifications for bids.
- Evaluation of bids.
- Financial analysis and preparation of pro-formas for bond underwriters.
- Assistance in air emission permitting with EPA and NDEQ.
- Final system testing and determination of compliance with contract conditions.

Discussion

Requests for Proposals were advertised and proposal packages were received by the following.

- Kiewit Power Engineers, Lenexa, KS
- Lutz, Daily, & Brain, Overland Park, KS
- Stanley Consultants, Muscatine, IA
- HDR, Omaha, NE
- Sargent & Lundy, Chicago, IL

Department management and engineering staff review the proposals based on factors of experience, qualifications, and costs as defined in the RFP. Respondents were required to provide not-to-exceed pricing for each task, with payments made on actual costs up to that amount. Proposals were also to be based on a system requiring dry sorbent technology, with an optional price of a dry scrubber is determined to be needed, as a dry scrubber will require more extensive specification and contract compliance evaluation. One condition included in the RFP was that the Owner's Engineer would not be allowed to be part of the EPC consortium. Some engineering firms declined to submit proposals as their preference was to be included in the EPC solicitation; some indicated that they would pursue EPC roles if not selected as the Owner's Engineer. The review team's

consensus recommendation is to award the Owner's Engineer contract to Kiewit Power Engineers for a base not-to-exceed cost of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required.

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 Air Quality Control System Engineering Services at Platte Generating Station to Kiewit Power Engineers of Lenexa, Kansas with a total not to exceed cost in the amount of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required.

Sample Motion

Move to approve the contract for Air Quality Control System Engineering Services at Platte Generating Station to Kiewit Power Engineers with a total not to exceed cost in the amount of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required.



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
AIR QUALITY CONTROL SYSTEM ENGINEERING SERVICES**

RFP DUE DATE: March 13, 2012 at 4:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: February 16, 2012

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Stanley Consultants, Inc.
Muscatine, IA

Sargent & Lundy
Chicago, IL

Lutz, Daily & Brain, LLC
Overland Park, KS

Kiewit Power Engineers Co.
Lenexa, KS

HDR
Omaha, NE

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Jaye, Monter, Finance Director

Bob Smith, Assist. Utilities Director
Pat Gericke, Assist. Utilities Admin.
Jason Eley, Purchasing Agent

P1536

RESOLUTION 2012-78

WHEREAS, the City of Grand Island requested proposals for Engineering Services for the Air Quality Control System at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 13, 2012, proposals were received, opened and reviewed; and

WHEREAS, Kiewit Power Engineers of Lenexa, Kansas, submitted a proposal in accordance with the terms of the advertisement for proposals and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Kiewit Power Engineers of Lenexa, Kansas in the amount of \$349,040.00 for a dry sorbent system and an additional not-to-exceed cost of \$82,992.00 (\$432,032.00), if a dry scrubber is required for Engineering Services for the Air Quality Control System at Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G9

#2012-79 - Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to Grand Island Resurfacing - Various Locations

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: March 26, 2012

Subject: Approving Supplemental Agreement No. 1 with NDOR and Olsson Associates for Engineering Consulting Services Related to Grand Island Resurfacing - Various Locations

Item #'s: G-9

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-125. This agreement specifies the various duties and funding responsibilities of this Federal-Aid project. The agreement requires that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

On September 27, 2011, by Resolution No. 2011-278 the City entered into an agreement with Olsson Associates for engineering consulting services for the Grand Island Resurfacing – Various Locations project. The work was to be performed at actual costs with a maximum amount of \$169,712.83, plus a fixed-fee-for-profit amount of \$21,274.82, for a total agreement amount of \$190,987.65. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Discussion

The original agreement with Olsson Associates and the City is now being supplemented to allow for the following additional services.

- Right-of-Way (ROW) design services
- Coordination with Union Pacific Railroad (UPRR)
- Design for full depth replacement at determined locations
- Seeking of Design Standards Relaxation.

During negotiation of the original agreement with Olsson Associates, it was not feasible to determine the extent of easement acquisition needed for reconstruction of sidewalk curb ramps to be in compliance with Americans with Disabilities Act (ADA) standards. Preliminary design has progressed sufficiently that the number and sizes of easements required is now known.

When the original scope of services was developed, it was anticipated that resurfacing work would not occur within 25' of the UPRR tracks on Broadwell Avenue. It was recently determined that it will be necessary to perform resurfacing work within 25' of the tracks, and therefore agreements with UPRR must be executed and special provisions drafted to require the contractor to meet railroad requirements.

Olsson Associates conducted analysis of the existing pavement and subgrade to determine if resurfacing would be sufficient to achieve adequate pavement performance. It was determined that pavement on the southern 300' of the Independence Avenue location, Walnut Street to Wheeler Avenue on First Street, and Pine Street to Sycamore Street on First Street will need to be replaced entirely.

On streets that do not have curb and gutter, the minimum design standards as per the Rules and Regulations of the Board of Public Roads Classifications and Standards require construction of 8' wide shoulders. On the Independence Road, South Blaine Street and North Road sections, there is not sufficient right of way to meet this standard; therefore Olsson Associates will seek a design relaxation.

The original agreement is amended and the fixed-fee-for-profit is increased from \$21,274.82 to \$24,072.82, an increase of \$2,798.00. Actual costs are increased from \$169,712.83 to \$199,201.83, an increase of \$29,489.00. The total agreement amount is increased from \$190,987.65 to \$223,274.65, an increase of \$32,287.00 which the Consultant must not exceed without the prior written approval of the LPA. The City's estimated share will increase from \$38,197.53 to \$44,654.93, an increase of \$6,457.40.

Olsson Associates is currently seeking environmental clearance and developing plans and specifications. Construction is scheduled to start in the fall of 2013.

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 a resolution authorizing the Mayor to sign the Supplemental Agreement No. 1.

Sample Motion

Move to approve the resolution.

SUPPLEMENTAL AGREEMENT #1
PRELIMINARY ENGINEERING/NEPA DOCUMENTATION SERVICES

CITY OF GRAND ISLAND, NEBRASKA
OLSSON ASSOCIATES, INC.
PROJECT NO. URB-5409(2)
CONTROL NO. 42706
GRAND ISLAND RESURFACING – VARIOUS LOCATIONS

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Olsson Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement, BK1184, executed by the Consultant on September 19, 2011 and executed by the LPA on September 27, 2011, hereinafter referred to as the "Original Agreement", providing for preliminary engineering and NEPA documentation services for Project No. URB-5409(2), and

WHEREAS, it is necessary that additional ROW and design services, not contemplated in the Original Agreement, be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. URB-5409(2), as evidenced by the Resolution of the LPA dated the _____ day of _____, 2012, attached and identified as EXHIBIT "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the Consultant and LPA agree as follows:

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on March 5, 2012 to perform the additional work through Consultant Work Order 1. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 7 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$21,274.82 to \$24,072.82, an increase of \$2,798.00. Actual costs are increased from \$169,712.83 to \$199,201.83, an increase of \$29,489.00. The total agreement amount is increased from \$190,987.65 to \$223,274.65, an increase of

\$32,287.00 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all

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

EXECUTED by the Consultant this _____ day of _____, 2012.

Principal

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2012.

Clerk

Date _____

Consultant Work Order
(Local Projects)

Project No.: URB-5408(2)		Control No.: 42706	
Consultant (Name and Representative) Olsson Associates		Agreement No.: 1	Work Order No.: 1
LPA (Name and Representative) City of Grand Island		Constr. Change Order No.: (if applicable) NA	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: Justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (include scope of services, deliverables, and schedule) Original scope of services assumed no ROW taking or easements would be need for this project. Additional ROW services include title researches, additional survey for property pins, additional ROW base development, ROW/Easement design, ROW plan development (18 sheets), Fee Taking/ROW descriptions and exhibits (3 Tracts), Temporary Easement/ROW descriptions & exhibits (49 Tracts), ROW cost estimate and ROW encroachment documentation. Additional Design Services include additional project management (8 additional months), design standards relaxation documents, design of full depth replacement on 1st Street and Independence and railroad coordination.</p>			
Work Title		Summary of Fee	
Additional ROW & Design Services		A. Total Direct Labor Cost	= 7,931.00
		B. Overhead (Factor * x A)	= 13,768.00
		C. A + B	= 21,699.00
		D. Profit/Fee (Factor ** x C)	= 2,798.00
		E. Direct Non-Labor Cost	= 7,800.00
*Overhead Factor: 173.47%		=	
**Profit/Fee Factor: 12.90%		= 0.00	
Total Fee Notes: See Attached Documents.		F. Subconsultant Services	
		TOTAL FEE: C + D + E + F	
		ESTIMATED TOTAL FEE:	
		<input checked="" type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Matt Rief
Name
Signature
2-22-12
Date

LPA:

Scott A. Garenwestrich
Name
Signature
2/24/12
Date

LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Glenn Steffen
Name
Signature
3-1-12
Date

FHWA:

Richard A. Schmitt
Name
Signature
3/5/12
Date

Notice to Proceed Date:
3-5-12

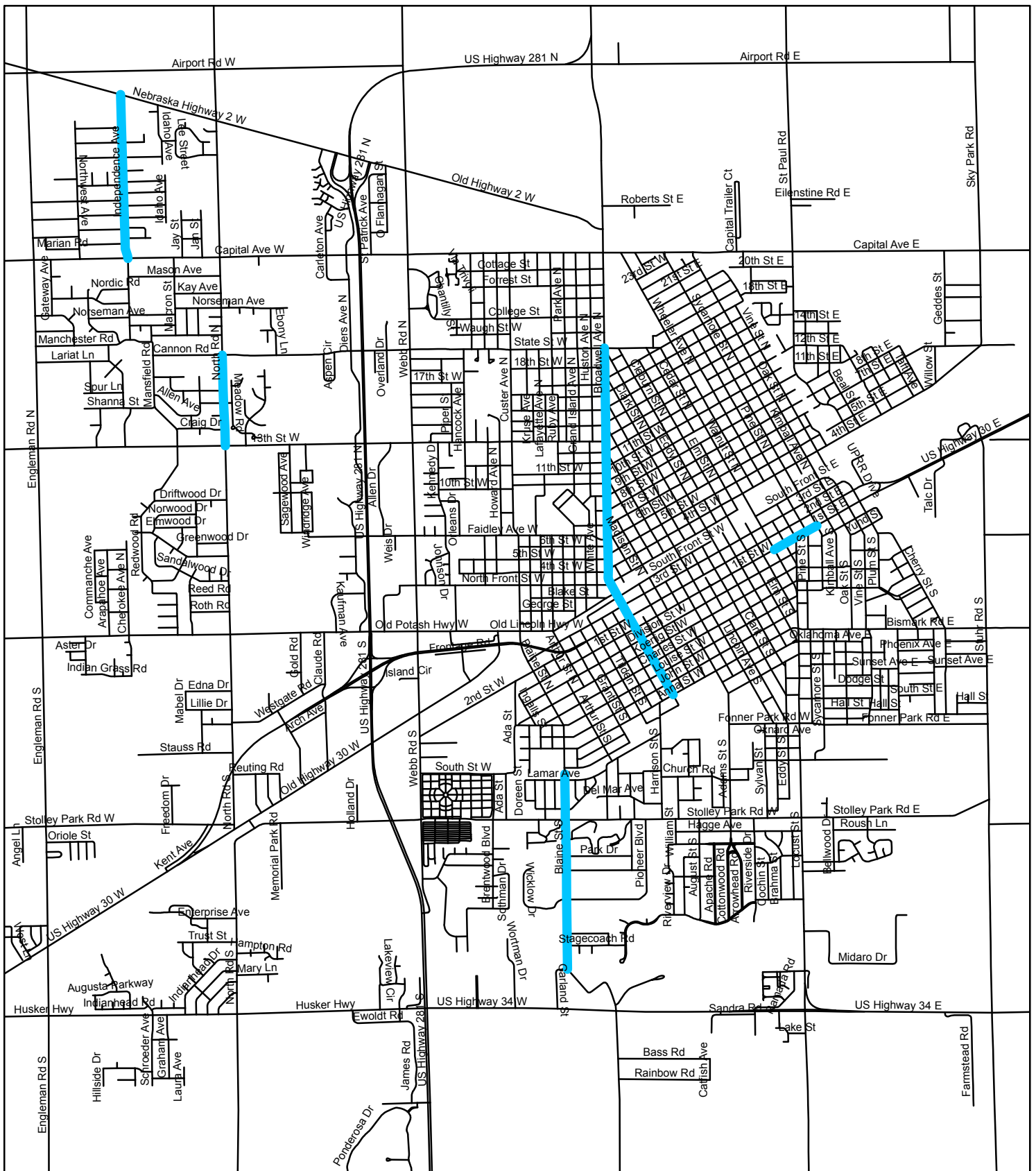
Notice to Proceed will be granted by email by LPD PC.

Distribution: Consultant, LPA – RC, State Rep, FHWA, LPD PC, NDOR Agreement's Engineer, Highway Funds Manager

DR Form 250, October 2010

Exhibit "B"

[illegible]



FEDERAL AID PROJECTS

BLAINE ST. - Garland to Stolley Park Rd

BLAINE ST. - Stolley Park Rd to Bike Trail

1st ST - Walnut to Sycamore

NORTH ROAD - 13th to State

INDEPENDENCE AVE. - Capital Ave to Neb. Hwy #2



CITY OF
GRAND ISLAND

RESOLUTION 2012-79

WHEREAS, on May 24, 2011, by Resolution No. 2011-125 the Grand Island City Council approved entering into an agreement with the Nebraska Department of Roads for the Grand Island Resurfacing – Various Locations project to specify the various duties and funding responsibilities of this Federal-Aid project.; and

WHEREAS, on September 27, 2011, by Resolution No. 2011-278 the Grand Island City Council approved entering into an agreement with Olsson Associates for engineering consulting services for such project; and

WHEREAS, the work was to be performed at actual costs with a maximum amount of \$169,712.83, plus a fixed-fee-for-profit amount of \$21,274.82, for a total agreement amount of \$190,987.65, and

WHEREAS, the original agreement is now being supplemented to allow for additional Right-of-Way (ROW) and design services, which were not contemplated in the original agreement; and

WHEREAS, the original agreement is amended and the fixed-fee-for-profit is increased from \$21,274.82 to \$24,072.82, an increase of 2,798.00. Actual costs are increased from \$169,712.83 to \$199,201.83, an increase of \$29,489.00. The total agreement amount is increased from \$190,987.65 to \$223,274.65, an increase of \$32,287.00; and

WHEREAS, the City's share for preliminary engineering, right-of-way, utilities and construction engineering costs for this project are estimated to be \$44,654.93; and

WHEREAS, Supplemental Agreement No. 1 to the original agreement with Olsson Associates is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Supplemental Agreement No. 1 with Olsson Associates for engineering consulting services related to Grand Island Resurfacing – Various Locations 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, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G10

#2012-80 - Approving Change Order No. 3 for Grand Island Quiet Zone Project No. 2012-QZ-1

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: March 26, 2012

Subject: Approving Change Order No. 3 for Grand Island Quiet Zone Project No. 2012-QZ-1

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$247,718.25 contract by the City Council on September 13, 2011 for the Grand Island Quiet Zone; Project No. 2012-QZ-1.

Change Order No. 1, for incorporating Union Pacific Railroad Special Provisions for City of Grand Island Projects into the contract, was approved by the City Council October 11, 2011. Change Order No. 1 was a “no cost” change order.

Change Order No. 2, for incorporating requirements as per the Wireline Crossing Agreements for the Wayside Horn System at Walnut Street into the contract, was approved by the City Council November 8, 2011. Change Order No. 2 was a “no cost” change order.

Discussion

As per the Contract Special Provisions, the Contractor was to supply U-channel sign posts at specified lengths to be mounted on ground sleeves. A ground sleeve is a breakaway device that is installed into the ground, which a sign post is attached to, and allows for a damaged sign post to be replaced without requiring installing a new post into the ground. The City of Lincoln uses these in several locations.

The Streets Division does not have an inventory of ground sleeves in the event any would need replaced. The contract items “U Channel Sign Post” and “Ground Sleeve” were eliminated, and the Contractor was directed to install sign posts furnished by the Streets Division at locations as required in the plans.

The item "Install Post" is being added to the contract to provide compensation for installing sign posts at locations as per the plans and as directed. The agreed unit price for "Install Post" compares to 56% of the January 1, 2009 through December 31, 2009 Nebraska Department of Roads Average Unit Prices of the similar item "Install Sign and Post." The contract quantities of the items "U Channel Sign Post" and "Ground Sleeve" are being reduced to zero to reflect this change.

Existing subgrade for concrete pavement work at certain locations on Oak Street, Pine Street and Elm Street was determined to be unsuitable. The Contractor was directed to remove unsuitable subgrade material to sufficient depths and replace with acceptable material. The item "Remove and Replace Unsuitable Material" is being added to the contract to provide compensation for this work.

Measurement for "Remove and Replace Unsuitable Material" is based on the volume of removed material.

The agreed unit price is in accordance with Subsection 205.05, Paragraph 10.a. of the 2007 Edition of the Nebraska Department of Roads Standard Specifications for Highway Construction.

In order to properly tie new concrete curb and gutter and concrete pavement to existing concrete pavement, the Contractor was directed to grout and install deformed reinforcing steel bars at approximate 4 foot spaces at specified locations as per Nebraska Department of Roads Concrete Pavement Standards. The item "Install Tie Bar" is being added to provide compensation to the Contractor for this work.

The agreed unit price compares to 108.3% of the January 1, 2010 through December 31, 2010 Nebraska Department of Roads Average Unit Prices of the item "Install Tie Bars," and is considered reasonable considering the small quantities involved.

As per the contract plans and specifications, direct buried cable was specified for signal and electrical wire for the Wayside Horn System and Railroad Interconnect. As per guidance from Streets Division staff, the Contractor was directed to provide and install 2" conduit as per Section 405 of the 2007 Edition of the Nebraska Department of Roads Standard Specifications for Highway Construction. Installing the cable in conduit provides for ease of maintenance and troubleshooting system problems, and provides for longer life of the cable. The item "2-Inch Conduit in Trench" is being added to provide compensation for this work.

The agreed unit price for "2-Inch Conduit in Trench" compares favorably to the January 1, 2010 through December 31, 2010 Nebraska Department of Roads Average Unit Prices for the same item, includes credit for not performing the work of direct burying cable, and is reasonable considering the small quantities involved.

The contractor was also directed to install pull boxes provided by the City of Grand Island near the Wayside Horns, at the riser near the power supply, and at the intersection

of the power cable and signal cable. The pull boxes provide access to cable for ease of maintenance and for troubleshooting system problems. The item “Install Pull Box” is being added to provide compensation for this work.

The agreed unit price for “Install Pull Box” compares to 94.7% of the January 1, 2010 through December 31, 2010 Nebraska Department of Roads Average Unit Prices of the item “Remove and Relocate Pull Box,” and is reasonable considering the small quantities involved.

In lieu of removing and replacing pavement for installing cable under Walnut Street, the Contractor was requested to bore conduit on this segment. Boring the conduit reduced overall costs and reduced the duration Walnut Street had to be closed to traffic. The item “2-Inch Conduit, Jacked” is being added to provide compensation for this work. The items “Remove Pavement” and “8” Concrete Pavement” are being reduced to reflect this change.

Conduit bored under the railroad tracks was specified in the plans and specifications and is subsidiary to the contract item “Wayside Horn and Confirmation Signal Installation (Complete).”

The agreed unit price for “2-Inch Conduit, Jacked” compares favorably to the January 1, 2010 through December 31, 2010 Nebraska Department of Roads Average Unit Prices for the same item, includes credit for not performing the work of direct burying cable, and is reasonable considering the small quantities involved.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 3 for the Grand Island Quiet Zone Project No. 2012-QZ-1.

Sample Motion

Move to approve the resolution.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 3

Date of Issuance: March 26, 2012

PROJECT: Grand Island Quiet Zone Project No. 2012-QZ-1

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: September 13, 2011

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Install Post	11.00 EA	\$100.00/EA	\$1,100.00
2. U Channel Sign Post	- 117.00 LF	\$34.00/LF	- \$3,978.00
3. Ground Sleeve	- 5.00 EA	\$122.00/EA	- \$610.00
4. Remove and Replace Unsuitable Material	65.00 CY	\$25.80/CY	\$1,677.00
5. Install Tie Bar	211.00 EA	\$6.50/EA	\$1,371.50
6. 2-Inch Conduit in Trench	130.00 LF	\$4.45/LF	\$578.50
7. Install Pull Box	4.00 EA	\$260.00/EA	\$1,040.00
8. 2-Inch Conduit, Jacked	66.00 LF	\$9.95/LF	\$656.70
9. Remove Pavement	- 21.80 SY	\$8.70/SY	- \$189.66
10. 8" Concrete Pavement	- 21.80 SY	\$38.50/SY	- \$839.30

TOTAL OF CHANGE ORDER NO. 3 **\$ 806.74**

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$247,718.25

Net Increase/Decrease Resulting from this Change Order\$ 806.74

Revised Contract Price Including this Change Order.....\$ 248,524.99

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

The Diamond Engineering Company
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2012-80

WHEREAS, on September 13, 2011, by Resolution 2011-242, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$247,718.25 for the Grand Island Quiet Zone Project No. 2012-QZ-1; and

WHEREAS, Change Order No. 1 was approved by City Council through Resolution 2011-302 on October 11, 2011 and incorporated the Union Pacific Railroad Special Provision for City of Grand Island Projects into the Grand Island Quiet Zone Project No. 2012-QZ-1 contract with The Diamond Engineering Company of Grand Island, Nebraska; and

WHEREAS, Change Order No. 2 was approved by City Council through Resolution 2011-326 on November 8, 2011 and accounted for The Diamond Engineering Company's requirement to comply with all the terms and provisions relating to the work of installing both underground wireline crossings for the Wayside Horn System; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 3; and

WHEREAS, the result of such modifications will increase the contract amount by \$806.74, for a revised contract amount of \$248,524.99.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 3 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G11

**#2012-81 - Approving Correction to Resolution No. 2010-361;
Acquisition of Landscape Easements Located in Business
Improvement District No. 6 (Second Street)**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, Public Works Project Manager

Meeting: March 26, 2012

Subject: Approving Correction to Resolution No. 2010-361;
Acquisition of Landscape Easements Located in Business
Improvement District No. 6 (Second Street)

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

Business Improvement District No. 6 was formed in conjunction with the widening project of Second Street from Grant Street to Clark Street. This district was formed with an objective to utilize and promote sustainable landscaping. Trees, shrubs and grasses were selected that require low watering, less maintenance, and are suitable for Nebraska's climate. Landscaping items were installed on 31 properties along Second Street within the business improvement district.

On December 21, 2010 City Council approved, by Resolution No. 2010-361, the acquisition of landscape easements located in Business Improvement District (BID) No. 6, along Second Street.

Discussion

Maintenance and watering will continue to be required for the trees and various plantings to ensure these items will remain healthy and vibrant. An easement at each property will allow access to maintain these items.

The landscape easements along 2nd Street are being handled in the same fashion as the landscape easements along the Locust Street BID. The property owners donate the easement at no cost to the City. The easements allow for signs to be placed and existing parking lots to remain. Any further encroachments into the landscape easements require a license agreement. The property owner cannot disturb landscaping placed into the easement without permission from the BID.

Upon completion of the 2nd Street improvement project several of the landscape easements were not used; either the property owner did not allow landscaping, or there was no need for landscaping. The purpose of updating the originally approved Resolution No. 2010-361 is to update the properties involved with the landscaping.

The properties included in Business Improvement District No. 6 landscaping are listed below.

North

- Five Points Bank - 1704 W 2nd Street
- Overland National Bank (Wells Fargo Bank) - 920 W 2nd Street
- J.J.A. Holdings, LLC - 1020 W 2nd Street
- Real Estate Group of Grand Island, Inc. - 1824 W 2nd Street
- RSI, Inc. - 2114 W 2nd Street
- Victoria Land Partners L.P. - 2010 W 2nd Street
- Merleen J Johnson, Trustee - 1808 W 2nd Street
- John Michael & Bonna Barton Wanek - 802 W 2nd Street
- Mary Story - 816 W 2nd Street

South

- Walgreen Co. - 1515 W 2nd Street
- Raile Properties, L.L.C. - 823 W 2nd Street
- AutoZone Development Corp. - 1717 W 2nd Street
- Daffodil, L.L.C. - 113 N Clay Street
- J & B Rentals, L.L.C. - 1919 W 2nd Street
- G.I.P.H. Restaurants, L.L.C. - 1015 W 2nd Street
- Video Kingdom of Grand Island, Inc. - 1723 W 2nd Street
- High Road, L.L.C. - 805 W 2nd Street
- Grand Island Woman's Club, Inc. - 1109 W 2nd Street
- Meme Saycocie - 1903 W 2nd Street
- C & A Properties, L.L.C. - 915 W 2nd Street

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the correction to Resolution No. 2010-361 for the acquisition of landscape easements in Business Improvement District No. 6.

Sample Motion

Move to approve the correction to Resolution No. 2010-361.

RESOLUTION 2012-81

WHEREAS, a public hearing was held on December 21, 2010, for the purpose of discussing the proposed acquisition of landscape easements in Business Improvement District No. 6; and

WHEREAS, on December 21, 2010, by Resolution 2010-361, the City Council of the City of Grand Island approved acquisition of landscape easements from the property owners in Business Improvement District No. 6; and

WHEREAS, not all originally approved landscape easements are needed now; and

WHEREAS, the following legal descriptions detail the actual acquired landscape easements:

Five Points Bank

REFERRING TO THE SOUTHWEST CORNER OF LOT EIGHT (8), BLOCK THIRTEEN (13), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF 6.36' TO THE ACTUAL POINT OF BEGINNING, THENCE NORTHEASTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 39.25', THENCE NORTHERLY DEFLECTING 46°, 34 MINUTES, 34 SECONDS LEFT A DISTANCE OF 36.05', THENCE NORTHWESTERLY DEFLECTING 43°, 12 MINUTES, 04 SECONDS LEFT A DISTANCE OF SIX (6) FEET, THENCE NORTHEASTERLY DEFLECTING 89°, 46 MINUTES, 38 SECONDS RIGHT A DISTANCE OF 1.97' TO THE EAST LINE OF SAID LOT EIGHT (8), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF 77.42', THENCE WESTERLY ON A PERPENDICULAR LINE TO THE EAST OF SAID LOT EIGHT (8) A DISTANCE OF TEN (10) FEET, THENCE SOUTHERLY ON A LINE TEN (10) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF 79.45', THENCE SOUTHWESTERLY ON A LINE FOR A DISTANCE OF 26.85', THENCE WESTERLY ON A LINE FOR A DISTANCE OF 34.93' TO THE WEST LINE OF SAID LOT EIGHT (8), THENCE SOUTH ON THE WEST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET TO THE ACTUAL POINT OF BEGINNING.

Overland National Bank
(Wells Fargo Bank)

REFERRING TO THE SOUTHWEST CORNER OF LOT FIVE (5), BLOCK ONE HUNDRED EIGHTEEN (118), RAILROAD ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) A DISTANCE OF 10.43' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY DEFLECTING 125°, 23 MINUTES, 21 SECONDS RIGHT A DISTANCE OF EIGHTEEN (18) FEET TO THE SOUTHERLY LINE OF SAID LOT FIVE (5), THENCE NORTHEASTERLY ON THE SOUTH LINE OF LOTS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN BLOCK ONE HUNDRED EIGHTEEN (118), RAILROAD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT EIGHT (8) THENCE

NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF FORTY (40) FEET THENCE WESTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE SOUTHERLY ON A LINE TEN (10) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WEST ON A LINE TWENTY (20) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT EIGHT (8) TO THE WEST LINE OF SAID LOT EIGHT (8), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE TEN (10) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS FIVE (5), SIX (6) AND SEVEN (7), BLOCK ONE HUNDRED EIGHTEEN (118), RAILROAD ADDITION TO A POINT TEN (10) FEET EAST OF THE WEST LINE OF SAID LOT FIVE (5), THENCE NORTHERLY ON A LINE TEN (10) FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF THIRTY (30) FEET, THENCE WESTERLY ON A LINE FOR A DISTANCE OF TEN (10) FEET TO THE WEST LINE OF SAID LOT FIVE (5), THENCE SOUTHERLY ON THE WEST LINE TO THE ACTUAL POINT OF BEGINNING.

J.J.A. Holdings, LLC.

REFERRING TO THE SOUTHWEST CORNER OF LOT FIVE (5), BLOCK EIGHTEEN (18), ARNOLD AND ABBOTT'S ADDITION, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 11.36' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY DEFLECTING 134°, 56 MINUTES, 55 SECONDS RIGHT A DISTANCE OF 10.93', THENCE NORTHEASTERLY DEFLECTING 44°, 58 MINUTES, 54 SECONDS LEFT A DISTANCE OF 58.27' TO THE EAST LINE OF SAID LOT FIVE (5), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE FOR A DISTANCE OF SIXTY SIX (66) FEET TO THE WEST LINE OF SAID LOT FIVE (5) THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) TO THE ACTUAL POINT OF BEGINNING.

Real Estate Group of
Grand Island, Inc.

REFERRING TO THE SOUTHWEST CORNER OF FRACTIONAL LOT FIVE (5), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, AND FRACTION LOT FIVE (5), BLOCK FIFTY ONE (51), PACKER AND BARR'S SECOND ADDITION, THENCE NORTHERLY ON THE WEST LINE OF SAID LOT A DISTANCE OF 15.82' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY DEFLECTING 134°, 58 MINUTES, 30 SECONDS RIGHT A DISTANCE OF 19.49', THENCE NORTHEASTERLY DEFLECTING 45°, 00 MINUTES, 30 SECONDS LEFT A DISTANCE OF 85.22' TO THE EAST LINE OF THE WEST THIRTY THREE (33) FEET OF LOT SIX (6), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON SAID LINE A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE TO THE ACTUAL POINT OF BEGINNING.

R.S.I., Inc.

REFERRING TO THE SOUTHEAST CORNER OF LOT TEN (10), BLOCK ELEVEN (11), BAKER'S ADDITION, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT TEN (10) A DISTANCE OF 9.56' TO A POINT, THENCE SOUTHERLY DEFLECTING 135°, 02 MINUTES, 03 SECONDS LEFT A DISTANCE OF 2.68' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY ON A LINE EIGHT (8) FEET NORTH OF AND PARALLEL TO THE SOUTHERLY LINE OF LOTS TEN (10), NINE (9) AND EIGHT (8) AND THE EAST HALF OF LOT SEVEN (7) TO THE WEST LINE OF EAST HALF OF SAID LOT SEVEN (7), THENCE SOUTHERLY ON THE WEST LINE OF SAID EAST HALF OF LOT SEVEN (7) FOR A DISTANCE OF FIVE (5) FEET, THENCE EASTERLY ON A LINE THREE (3) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS SEVEN (7), EIGHT (8) AND NINE (9), BLOCK ELEVEN (11), BAKER'S ADDITION FOR A DISTANCE OF 100.52', THENCE NORTHERLY ON A LINE PERPENDICULAR TO THE SOUTH LINE OF LOT NINE (9), BLOCK ELEVEN (11), BAKER'S ADDITION FOR A DISTANCE OF TWO (2) FEET, THENCE EASTERLY ON A LINE FIVE (5) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT NINE (9) FOR A DISTANCE OF 27.5', THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT NINE (9) FOR A DISTANCE OF TWO (2) FEET, THENCE EASTERLY ON A LINE THREE (3) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS NINE (9) AND TEN (10), BLOCK ELEVEN (11), BAKER'S ADDITION FOR A DISTANCE OF 48.02', THENCE NORTHEASTERLY ON A LINE TO THE ACTUAL POINT OF BEGINNING.

Victoria Land Partners, L.P. REFERRING TO THE SOUTHEAST CORNER OF LOT NINE (9), BLOCK TWELVE (12), BAKER'S ADDITION, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT NINE (9) A DISTANCE OF 14.77' TO THE ACTUAL POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ON THE EAST LINE OF SAID LOT NINE (9) A DISTANCE OF 22.23', THENCE WESTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF LOT NINE (9) A DISTANCE OF SIXTEEN (16) FEET, THENCE SOUTHERLY ON A LINE SIXTEEN (16) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT NINE (9) A DISTANCE OF THIRTY FIVE (35) FEET, THENCE WESTERLY ON A LINE TWELVE (12) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT NINE (9), BLOCK TWELVE (12) FOR A DISTANCE OF 28', THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE SOUTH OF LOT NINE (9), BLOCK TWELVE (12) FOR A DISTANCE OF 5', THENCE EASTERLY ON A LINE 2' NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT NINE (9), BLOCK TWELVE (12), THENCE NORTHERLY DEFLECTING 45° 00 MINUTES, 05 SECONDS LEFT A DISTANCE OF 18.35' TO THE ACTUAL POINT OF BEGINNING

Merleen J. Johnson,
Trustee

REFERRING TO THE SOUTHEAST CORNER OF LOT EIGHT (8), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT EIGHT (8) A DISTANCE OF 13.72' TO THE ACTUAL POINT OF BEGINNING, THENCE CONTINUING NORTH ON THE EAST LINE OF SAID LOT

EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WEST ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT EIGHT (8) A DISTANCE OF TEN (10) FEET, THENCE SOUTHERLY ON A LINE TEN (10) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT EIGHT (8) FOR A DISTANCE OF TEN (10) FEET, THENCE WESTERLY ON A LINE TO A POINT ON THE WEST LINE OF THE EAST HALF OF LOT SIX (6), BLOCK FOURTEEN (14), KERNOHAN AND DECKER'S ADDITION, THENCE SOUTHERLY ON SAID LINE FOR A DISTANCE OF TEN (10) FEET, THENCE NORTHEASTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS LEFT A DISTANCE OF 148.67', THENCE NORTHERLY DEFLECTING 35°, 12 MINUTES, 18 SECONDS LEFT A DISTANCE OF TWENTY (20) FEET TO THE ACTUAL POINT OF BEGINNING.

John Michael Wanek
Bonna Barton Wanek

THE SOUTH FIFTEEN (15) FEET OF THE EAST TWENTY (20) FEET OF LOT EIGHT (8), BLOCK ONE HUNDRED FOURTEEN (114), RAILROAD ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Mary Story

THE SOUTH TEN (10) FEET OF LOT SIX (6), BLOCK ONE HUNDRED FOURTEEN (114), RAILROAD ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Walgreen Co.

TRACT ONE (1), SUCH EASEMENT BEING LOCATED ON THE WEST SIXTY (60) FEET OF LOT FOUR (4), BLOCK SEVENTEEN (17), KERNOHAN AND DECKER'S ADDITION, EXCEPTING THERE FROM THAT PORTION BEING CONVEYED TO THE STATE OF NEBRASKA AS RIGHT-OF-WAY, TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

Walgreen Co.

REFERRING TO THE NORTHEAST CORNER OF THE WEST FORTY FOUR (44) FEET OF LOT TWO (2), BLOCK EIGHTEEN (18), KERNOHAN AND DECKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID WEST FORTY FOUR (44) FEET OF LOT TWO (2) FOR A DISTANCE OF 2.26' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY ON A LINE PARALLEL TO THE NORTH LINE OF LOT TWO (2) OF SAID SUBDIVISION FOR A DISTANCE OF 20.0', THENCE SOUTHERLY ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 10', THENCE EASTERLY ON A LINE 12.26' SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 20', THENCE NORTHERLY ON THE EAST LINE OF THE WEST FORTY FOUR (44) FEET OF SAID LOT TWO (2) FOR A DISTANCE OF 10' TO THE ACTUAL POINT OF BEGINNING.

Raile Properites, L.L.C.

BEGINNING AT THE NORTHWEST CORNER OF LOT FOUR (4), BLOCK ONE HUNDRED FIFTEEN (115), RAILROAD ADDITION, THENCE SOUTH ON THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF 20', THENCE EASTELRY ON A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIVE (5) FEET, THENCE NORTHERLY ON A LINE

FIVE (5) FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIFTEEN (15) FEET, THENCE NORTHEASTERLY ON A LINE FIVE (5) FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT FOUR (4) A DISTANCE OF 56', THENCE SOUTHEASTERLY ON A LINE FIVE (5) FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIFTEEN (15) FEET, THENCE NORTHEASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT FOUR (4) A DISTANCE OF FIVE (5) FEET, THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 20' TO THE NORTHEAST CORNER OF SAID LOT FOUR (4), THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID LOT FOUR (4) TO THE POINT OF BEGINNING.

AutoZone Development Corporation

REFERRING TO THE NORTHWEST CORNER OF LOT ONE (1), AUTOZONE SUBDIVISION, THENCE SOUTH ON THE WEST LINE OF SAID LOT ONE (1) A DISTANCE OF 5.7' TO THE ACTUAL POINT OF BEGINNING, THENCE EASTERLY ON A LINE FOR A DISTANCE OF 131.45', THENCE SOUTHERLY DEFLECTING 45°, 00 MINUTES, 09 SECONDS RIGHT FOR A DISTANCE OF 30.01', THENCE SOUTHERLY DEFLECTING 39°, 31 MINUTES, 02 SECONDS RIGHT FOR A DISTANCE OF 46', THENCE EASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF LOT ONE (1), AUTOZONE SUBDIVISION FOR A DISTANCE OF 1.9', THENCE SOUTH ON THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 40', THENCE WESTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 15', THENCE NORTHERLY ON A LINE 15' WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 92.01', THENCE WESTERLY ON A LINE FOR A DISTANCE OF 144' TO A POINT ON THE WEST LINE OF SAID LOT ONE (1), THENCE NORTHERLY ON THE WEST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 14.3' TO THE ACTUAL POINT OF BEGINNING.

Daffodil, L.L.C.

REFERRING TO THE NORTHEAST CORNER OF LOT FIVE (5), BLOCK FIFTEEN (15), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 4.32' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT FOR A DISTANCE OF 47.43', THENCE DEFLECTING 44°, 59 MINUTES, 38 SECONDS LEFT FOR A DISTANCE OF 9.3' TO THE WESTERLY LINE OF SAID LOT FIVE (5), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 7.07', THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT FIVE (5) TO THE EAST LINE OF SAID LOT FIVE (5), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FIVE (5) FOR A DISTANCE OF 15' TO THE ACTUAL POINT OF BEGINNING.

J & B Rentals, L.L.C.

REFERRING TO THE NORTHEAST CORNER OF LOT FOUR (4), BLOCK FOURTEEN (14), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) A

DISTANCE OF 4.09' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 52' TO THE WESTERLY LINE OF SAID LOT FOUR (4), THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT FOUR (4) A DISTANCE OF 15', THENCE EASTERLY ON A LINE FOR A DISTANCE OF 52' TO THE EAST LINE OF SAID LOT FOUR (4), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 15' TO THE ACTUAL POINT OF BEGINNING.

G.I.P.H. Restaurants, L.L.C. REFERRING TO THE NORTHEAST CORNER OF LOT THREE (3), BLOCK TWENTY (20), ARNOLD AND ABBOTTS ADDITION, THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT THREE (3) FOR A DISTANCE OF 2.29' TO THE ACTUAL POINT OF BEGINNING, THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 80.43', THENCE SOUTHEASTERLY DEFLECTING 90°, 00 MINUTES, 00 SECONDS LEFT A DISTANCE OF 2', THENCE SOUTHWESTERLY DEFLECTING 90°, 00 MINUTES, 00 SECONDS RIGHT A DISTANCE OF 45.79', THENCE SOUTHERLY DEFLECTING 44°, 58 MINUTES, 52 SECONDS LEFT A DISTANCE OF 8.18' TO THE SOUTHWESTERLY LINE OF SAID LOT FOUR (4), THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT FOUR (4) A DISTANCE OF 4.29', THENCE NORTHEASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4) TO THE EASTERLY LINE OF SAID LOT THREE (3), THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT THREE (3) A DISTANCE OF 10' TO THE ACTUAL POINT OF BEGINNING.

Video Kingdom of
Grand Island, Inc.

REFERRING TO THE NORTHEAST CORNER OF LOT TWO (2), AUTOZONE SUBDIVISION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 5.70', THENCE SOUTHWESTERLY DEFLECTING 89°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 15.68', THENCE SOUTHWESTERLY DEFLECTING 1°, 58 MINUTES, 01 SECONDS RIGHT A DISTANCE OF 75.22', THENCE SOUTHERLY DEFLECTING 46°, 38 MINUTES, 07 SECONDS LEFT A DISTANCE OF 17.04', THENCE SOUTHEASTERLY DEFLECTING 44°, 58 MINUTES, 05 SECONDS LEFT A DISTANCE OF 4.35', THENCE NORTHEASTERLY ON A LINE TO A POINT ON THE EASTERLY LINE OF SAID LOT TWO (2), THENCE NORTHWESTERLY ON THE EAST LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 14.3' TO THE ACTUAL POINT OF BEGINNING.

High Road, L.L.C.

BEGINNING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE HUNDRED FIFTEEN (115), RAILROAD ADDITION, THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 35', THENCE SOUTHEASTERLY ON A LINE TO A POINT ON THE EAST LINE OF SAID LOT ONE (1), THENCE NORTHERLY ON THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 35' TO THE POINT OF BEGINNING.

Grand Island Woman's
Club, Inc.

REFERRING TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK FOUR (4), ARNOLD PLACE ADDITION, THENCE SOUTHEASTERLY ON THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 10.16' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY DEFLECTING 134°, 57 MINUTES, 32 SECONDS RIGHT A DISTANCE OF 10.96', THENCE SOUTHWESTERLY DEFLECTING 44°, 59 MINUTES, 32 SECONDS LEFT A DISTANCE OF 124.25' TO THE SOUTHWESTERLY LINE OF SAID LOT TWO (2), THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT TWO (2) FOR A DISTANCE OF 20', THENCE NORTHEASTERLY ON A LINE FOR A DISTANCE OF 82', THENCE SOUTHEASTERLY ON A LINE 50' WEST OF AND PARALLEL TO THE EAST LINE OF LOT ONE (1), BLOCK TWENTY ONE (21), ARNOLD PLACE ADDITION FOR A DISTANCE OF 40' NORTHEASTERLY ON A LINE PERPENDICULAR TO THE EAST LINE OF LOT ONE (1), BLOCK TWENTY ONE (21), ARNOLD PLACE ADDITION FOR A DISTANCE OF 50', THENCE NORTHERLY ON THE EAST LINE OF LOT ONE, BLOCK TWENTY ONE (21), ARNOLD PLACE ADDITION TO THE ACTUAL POINT OF BEGINNING.

Meme Saycocie

REFERRING TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK FOURTEEN (14), BAKER'S ADDITION, THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 13.2' TO THE ACTUAL POINT OF BEGINNING, THENCE WESTERLY DEFLECTING 134°, 58 MINUTES, 47 SECONDS RIGHT A DISTANCE OF 13', THENCE SOUTHWESTERLY DEFLECTING 45°, 00 MINUTES, 47 SECONDS LEFT A DISTANCE OF 44.8' TO THE WESTERLY LINE OF SAID LOT ONE (1), THENCE SOUTHERLY ON SAID WEST LINE A DISTANCE OF 9.48', THENCE EASTERLY ON A LINE FOR A DISTANCE OF 54' TO THE ACTUAL POINT OF BEGINNING.

C & A Properties, L.L.C.

THE NORTH FIFTEEN (15) FEET OF THE WEST HALF OF LOT THREE (3), BLOCK ONE HUNDRED SEVENTEEN (117), RAILROAD ADDITION, TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

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 update the actual acquired necessary landscape easements for Business Improvement District No. 6, on the above described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item G12

#2012-82 - Approving the Adoption of the Resolution to Comply with Local Public Agency Guidelines Manual by Updating the Financial Management Systems Certification

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: March 26, 2012

Subject: Approving the Adoption of the Resolution to Comply with Local Public Agency Guidelines Manual by Updating the Financial Management Systems Certification

Item #'s: G-12

Presenter(s): John Collins, Public Works Director

Background

Grand Island is a Local Public Agency (LPA) in the State of Nebraska receiving federal transportation funding from the Federal Highway Administration (FHWA). FHWA federal transportation funds are limited to Roadway, Bridge, and Trail Projects. As a sub-recipient of federal transportation funding, the City of Grand Island is charged with the responsibility of spending these funds in accordance with Federal and State law. The Nebraska Department of Roads (NDOR) administers these funds under guidelines in the NDOR's Local Projects Agency (LPA) Manual.

There are a number of requirements to comply with the NDOR's LPA Manual. The City completed one of the steps by agreeing to comply with the requirements of the Nebraska Department of Road's (NDOR'S) LPA Manual by passing a resolution at the October 27, 2009 council meeting.

The NDOR stipulated that LPAs receiving federal transportation funds adopt a resolution agreeing to comply with the requirements of the LPA Guidelines Manual, specifically for the following procedures:

- Consultant selection process
- National Environmental Policy Act (NEPA)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act)
- Financial Management Systems (certification attached to resolution)

Discussion

With the permanent appointment of Jaye Monter as the City's Finance Director it is now necessary to update Resolution No. 2009-284 to reflect this change in responsibility and stay in compliance with the LPA Guidelines 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 that the Council approve a resolution, designating Jaye Monter, City Treasurer/Finance Director, as the individual authorized to sign the Financial Management Systems Certification.

Sample Motion

Move to approve the adoption of the resolution and authorize the City Treasurer/Finance Director to sign the Financial Management Systems Certification.

R E S O L U T I O N 2012-82

**COMBINED CONSULTANT SELECTION, NEPA, UNIFORM ACT, SIGNING OF THE
FINANCIAL MANAGEMENT SYSTEMS CERTIFICATION**

City of Grand Island

WHEREAS: Certain transportation facilities (roads, streets, trails, and others) in the CITY OF GRAND ISLAND have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto; and

WHEREAS: The CITY OF GRAND ISLAND desires to continue to participate in Federal-Aid transportation construction programs; and

WHEREAS: The Nebraska Department of Roads as a recipient of said Federal funds is charged with oversight of the expenditures of said funds; and

WHEREAS: The CITY OF GRAND ISLAND as a sub-recipient of said Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State law, the rules and regulations of the Federal Highway Administration, the requirements of the Local Public Agency (LPA) Guidelines Manual of the Nebraska Department of Roads, including the Consultant Selection process as stated in the LPA Guidelines Manual, the National Environmental Policy Act (NEPA), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and the maintaining of adequate Financial Management Systems; and

WHEREAS: The CITY OF GRAND ISLAND understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in the CITY OF GRAND ISLAND being required to repay some or all of the federal funds expended for a project(s); and

WHEREAS, with the permanent appointment of Jaye Monter as the City of Grand Island's City Treasurer/Finance Director an update is being made to Resolution No. 2009-284.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that it adopts and binds itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Roads, including the consultant selection process as stated in the LPA Guidelines Manual, the National Environmental Policy Act (NEPA), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and the maintaining of adequate Financial Management Systems.

BE IT FURTHER RESOLVED: The Mayor and Council CITY OF GRAND ISLAND does hereby designate the following as responsible for the management of the following processes:

Consultant Selection process:	Public Works Director and Manager of Engineering Services
-------------------------------	--

The National Environmental Policy Act (NEPA):	Public Works Director and Manager of Engineering Services
---	--

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act):	Public Works Director and Manager of Engineering Services
---	--

The following individual is hereby authorized to sign the Financial Management Systems Certification attached to this Resolution:	Jaye Monter, City Treasurer/ Finance Director
--	--

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

The City Council of the CITY OF GRAND ISLAND

Randy Gard	Robert Niemann
Peg Gilbert	Scott Dugan
Kirk Ramsey	Linna Dee Donaldson
Larry Carney	Mitch Nickerson
Chuck Haase	John Gericke

Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the motion
Roll Call: ____Yes ____No ____Abstained ____Absent
Resolution adopted, signed and billed as adopted

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Name of Local Public Agency CITY OF GRAND ISLAND

The above-named local public agency (LPA) certifies that the financial management systems and procedures used by them meet all requirements set forth by the Nebraska Department of Roads (NDOR) and the Federal Highway Administration (FHWA), and are sufficient to satisfy all applicable financial management system standards set forth in 49 CFR Part 18, Uniform Administrative Requirements for Grants & Cooperative Agreements to State & Local Governments, and all the requirements set out on the attachment to this certification document.

By signing this document, the above-named LPA certifies that the local systems and procedures provide an accurate representation of the financial transactions associated with Federal-aid projects, and that financial records are maintained for subsequent audit purposes. In the event the LPA determines that a financial transaction is not accurately shown on the LPA's financial records, the LPA agrees to notify the NDOR and FHWA and disclose and correct the details of that financial transaction. Further, if it is determined that the LPA's systems are no longer compliant with all requirements of the first paragraph of this certification then the LPA will modify their system(s) to make them compliant and submit a new certification to NDOR.

The person signing below hereby certifies that he or she is duly authorized to sign this document and that the statements contained herein are true and correct to the best of his or her knowledge and belief. This certification is submitted with an attached resolution of the governing board or council of the LPA authorizing the following individual to sign this document.

LPA's Authorized Representative

(Print Name)

(Signature)

(Date)

[illegible]

Subscribed, sworn to and acknowledged before me by _____,
this day _____ day of _____, 2012

SEAL

Notary Public

NDOR conditionally accepts this certification pending successful completion of an audit by NDOR verifying the statements contained herein.

NDOR _____
Controller Division Head Date

NDOR _____
Local Projects Division Head Date

LOCAL PUBLIC AGENCY (LPA)
FINANCIAL MANAGEMENT SYSTEMS CERTIFICATION
ATTACHMENT

Name of Local Public Agency THE CITY OF GRAND ISLAND

Date: March 26, 2012

Additional Financial Management System Requirements

A. The LPA is responsible for maintaining an adequate financial management system and will immediately notify the NDOR when the LPA can no longer comply with the requirements established below.

B. The LPA's financial management system shall provide for:

Financial Reporting: The LPA must maintain accurate, current and complete disclosure of the results of the financial audits of Federal financially-assisted activities in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the Federal-aid program.

Accounting Records: The LPA must maintain records that adequately identify the source and application of funds for Federal financially-assisted activities. These records must contain information pertaining to Federal financial assistance and authorizations, project expenditures to date and the project funds remaining and available to pay for future expenditures. The LPA agrees to grant NDOR and FHWA access to these records immediately upon request.

Internal Control: The LPA must maintain effective internal and accounting controls over all funds, property and other assets. The LPA shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

Budget Control: The LPA will maintain records for Federal financial assistance that compares actual expenditures or outlays with budgeted amounts. Financial information must be related to performance and productivity data including the development of unit cost information.

Allowable Cost: The LPA must have procedures for determining whether costs are reasonable, allowable, and allocable; consistent with State and Federal requirements.

Source Documentation: The LPA must maintain, or cause to maintained, the source documentation for its accounting records.

C. The NDOR will periodically review the adequacy of the financial management system of any applicant for financial assistance, as part of a pre-award review or at any time during the Federal-aid project. If NDOR determines that the LPA's accounting system does not meet the standards described in paragraph B above, the NDOR will require remedial action by the applicant to maintain eligibility for federal assistance. Failure to comply with any requirements imposed by the NDOR may result in sanctions as identified in Chapter 15 of the LPA Guidelines Manual.



City of Grand Island

Monday, March 26, 2012

Council Session

Item H1

Referral of Blight and Substandard Study for Proposed Redevelopment Area #9 to the Regional Planning

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: March 26, 2012

Subject: Proposed Blighted and Substandard Area #9

Item #'s: H-1

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for the Gordman Grand Island LLC by Marvin Planning Consultants. This study is for approximately 72 acres of property in northwest Grand Island between Capital Avenue and State Street and U.S. Highway 281 and Webb Road. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Gordman Properties LLC has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on April 4th and would have a recommendation ready for last Council meeting in April.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing.

Discussion

The action item tonight relate to the Study for proposed CRA Area No. 9 in northwest Grand Island between Capital Avenue and State Street and U.S. Highway 281 and Webb

Road as shown below. The study was prepared for 72 acres, of all of which are in the Grand Island City Limits



Jason Eley, Assistant City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body 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 enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Eley's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight State Statute require that the question of whether an area is substandard and blighted be submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of today, March 19, 2012, 16.05% of the City has been declared blighted and substandard. The area proposed for Adams Street Area (Area 8) would add another 0.48%. The Gordon Grand Island

LLC study (Area 9) would add 0.38%. If both Areas 8 and 9 were to be declared substandard and blighted by the Council 16.91% of the community would bear that designation.

It does not appear that the declaration of both Area 8 and Area 9 would significantly impact the City's ability to declare other areas substandard and blighted.

Alternatives

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

1. Move to forward the Study to the Planning Commission for their recommendation.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

Recommendation

City Administration recommends that the Council Move to forward the Study to the Planning Commission.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.

City of Grand Island, NE

Blight and Substandard Study

Area #9

March 2012



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is bordered on all four sides by major transportation routes and the general area of the community has seen considerable new development on the western perimeter of the area but limited redevelopment activities.

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

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

Blight and Substandard are defined as the following:

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

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special

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 in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner 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. The Redevelopment Plan portion of this report will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

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

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial and public open space (primarily detention cells).

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF W. CAPITAL AVENUE AND N. WEBB ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE OF N. WEBB ROAD TO THE INTERSECTION OF THE CENTERLINES OF N. WEBB ROAD AND STATE STREET; THENCE WESTERLY ALONG SAID CENTERLINE OF STATE STREET TO THE INTERSECTION OF THE CENTERLINES OF STATE STREET AND US HIGHWAY 281; THENCE, NORTHERLY ALONG SAID CENTERLINE OF US HIGHWAY 281 TO THE INTERSECTION OF THE CENTERLINES OF US HIGHWAY 281 AND W. CAPITAL AVENUE; THENCE, EASTERLY ALONG THE CENTERLINE OF W. CAPITAL AVENUE TO THE POINT OF BEGINNING.

Figure 1
Study Area Map



Source: Gordman Grand Island LLC, 2012

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 that either benefit or detract 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.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

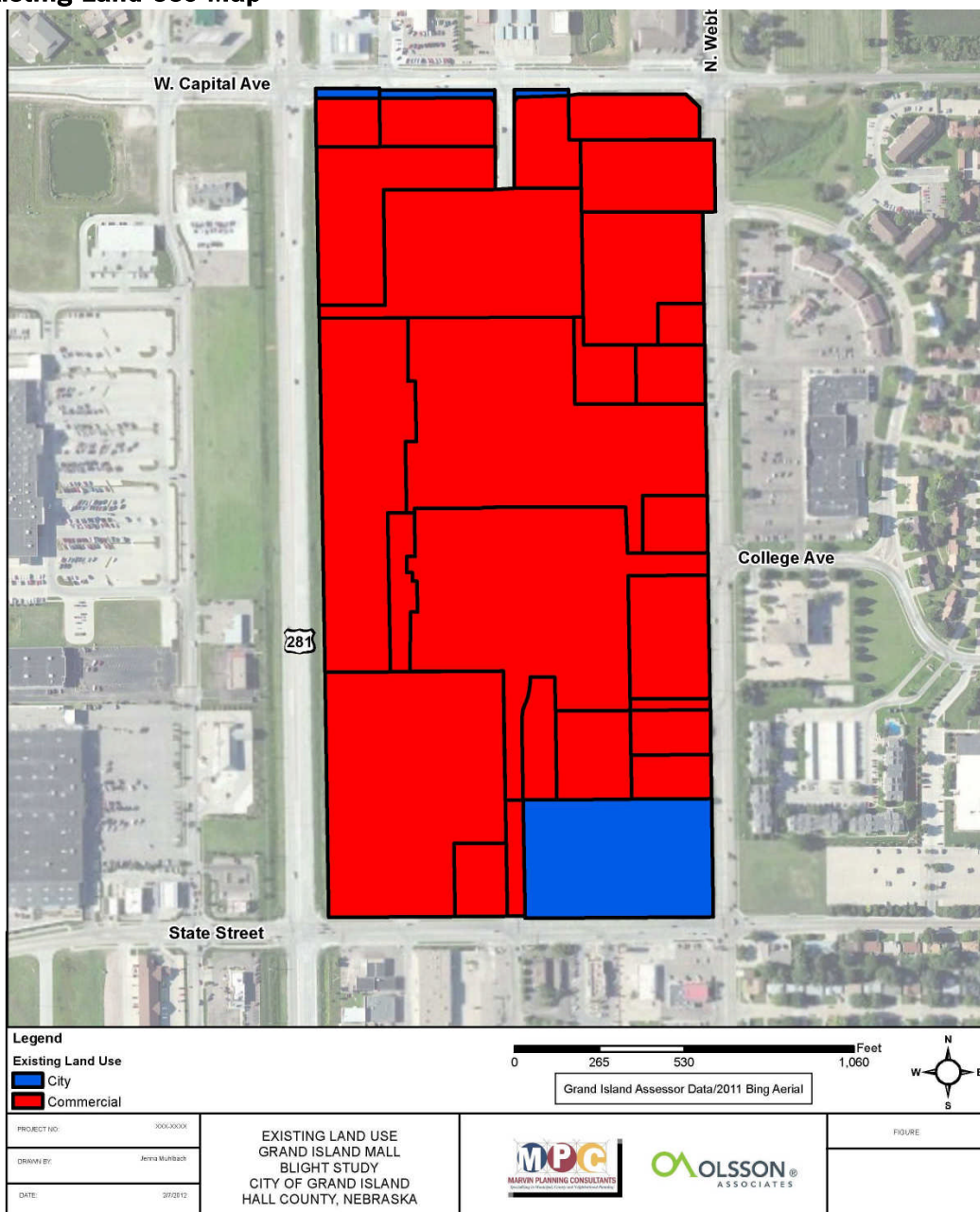
The Study Area is predominately Commercial uses with 93.0% of land in this use. The remaining 7% is Public/Quasi-public and is typically used for stormwater detention. One key note on existing land uses, within the interior of the Grand Island Mall portion there is currently a church using the space but has been included in the commercial uses.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2011

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	66.84	93.0%	93.0%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	5.02	7.0%	7.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0	0.0%	0.0%
Total Developed Land	71.86	100.0%	
Vacant/Agriculture	0		0.0%
Total Area	71.86		100.0%

Source: 2012 Grand Island Blight Study Area 9, Marvin Planning Consultants and Olsson Associates

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

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

CONTRIBUTING FACTORS

There are a number of conditions that were examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the Statutory conditions are present, other are not.

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 that are 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 that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 16 units. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 11 (68.8%) units were determined to be less than 40 years of age
- 5 (31.2%) units were determined to be 40 years of age or older

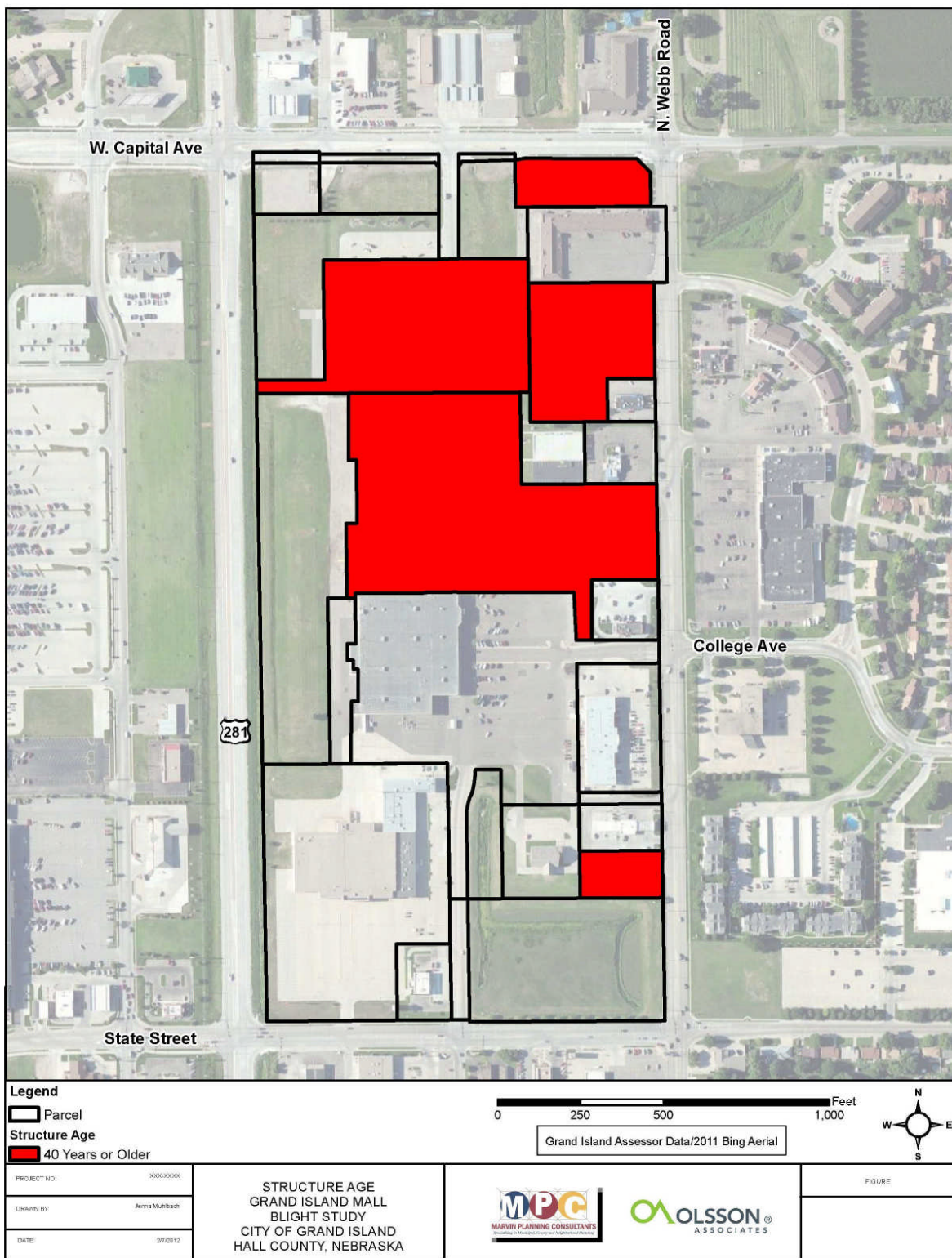
Even though there is not a predominance of units 40 years of age or older the ones that meet the criteria are grouped together on the north end of the overall study area. Two of these units are predominate commercial units on the site and contain a large portion of the overall square footage of the buildings in the area. A typical unit in which commercial uses are rated is square feet; therefore the following is a breakdown of the square footage of the units in the study area:

- 531,224 total square feet
- 282,593 s.f. of the total or 53.2% are at least 40 years of age.

In the case of the Grand Island Mall, a walk through in the public areas indicated that the interiors were completely out of date and in dire need of updating.

Due to the age of the structures and specifically the total square footage, the age of the units would be a direct contributing factor.

Figure 3
Unit Age Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Deterioration of Site or Other Improvements

The site improvements include the areas determined to be means of public ingress and egress to the study area as well as the area designed to move vehicular traffic through the site. In addition, this includes the actual surface parking areas. The condition of the site improvements vary greatly.

The Study Area contains a major deteriorated condition; the parking areas throughout the area, as well as the demarcated driving areas.

The parking areas throughout the entire Study Area are in a serious state of disrepair. In a number of situations, the deterioration may present a potential hazard to vehicles. The parking surface and driving areas contain major surface break-ups and spawling. These conditions have been likely caused by several circumstances over the years, including:

- Lack of maintenance
- Sub-soil conditions
- Heavier than expected traffic
- Flooding in recent years
- Freeze/thaw cycles

A number of these items can be prevented through proper design, enforcement and maintenance, with maintenance being a key.

Photos 1 through 7 indicate examples of different deteriorated conditions within the parking and driving areas across the entire site.

In addition to broken pavement in the Study Area, there are some areas where the actual driving areas have reverted to dirt and mud as seen in Photo 7.

Due to the large amount of broken pavement in the Study Area, the parking areas are considered to be deteriorated or in a state of deteriorating; therefore, they are a direct contributing factor to the conditions of blight.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7

Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The visual survey of the site examined the entire area for potential drainage problems. The fact the City of Grand Island has one major and a couple of smaller detention cells in the Study Area are a major indicator as to the potential for flooding/drainage problems. The largest detention cell in the Study Area is also located on a prime intersection and on what could be a location for a tenant in the area.

In addition, the entire Study Area is within the 100-year floodplain; however, specific buildings/structures have been amended out of the floodplain.

The photographs of the Study Area indicate standing water within key drainage ways on the site, see Photo 8.

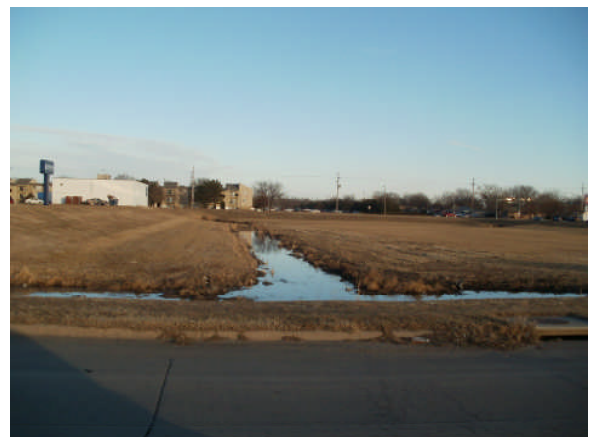


Photo 8

The drainage issue has also contributed to other problems in the area such as dictating traffic patterns in order to not interfere with the drainage on site (see Photo 9).

In addition to Photos 8 and 9, Photo 10 is a picture that was taken on May 11, 2005 after the city of Grand Island had been inundated by a spring storm that dropped nearly 8 inches of rain on the community. Photo 10 is from the southwest corner of the study area looking easterly.

Finally, standing water from poor drainage can be a catalyst for Health issues like West Nile due to the potential mosquito breeding that can occur.

Defective or Inadequate Street Layout

The circulation layout within the Study Area is a haphazard means of ingress and egress based upon specific ownership patterns and presumably a series of easements across several properties.

The layout of the circulation pattern is simply done primarily through painted demarcation on the parking lots. There are minimal separation components such as islands or wheel stops in the Study Area, especially on the larger parking lots adjoining ShopKo, the Grand Island Mall property, and the Gordman property.

The traffic layout in some cases is greatly dependent upon where the drainage system is located in the area. In addition, due to the lack of overall planning in the Study Area, circulation between the different buildings and structures is difficult.

Due to the fact that the overall circulation pattern has been designed in a manner that allows vehicular traffic to freely move and cut across parking spaces as opposed to following a prescribed route, then there is the presence of a defective or inadequate street layout within the Study Area and this is a contributing factor to the area being blighted.

Unsanitary/Unsafe conditions

The first contributing factor is the standing water and drainage issues that are found throughout the entire Study Area. This water has the potential to be the breeding grounds for insects, especially mosquitoes and their potential to carry the West Nile Virus.

Based upon the field analysis, there are sufficient elements present for there to be unsanitary and unsafe conditions in the Study Area. These conditions are predominately due to the drainage system and the possibility of standing water within the area.

Faulty Lot Layout/Improper Subdivision or Obsolete Platting

The layout of properties and lots are a critical factor to successfully seeing property developed and users of the property being able to function in a manner that minimizes the impact on the end users. Based upon the boundaries for ownership in the Study Area, there are no specifically dedicated circulation areas other than a few "fingers" that shoot out to State Street, Capital Avenue, and Webb Road.

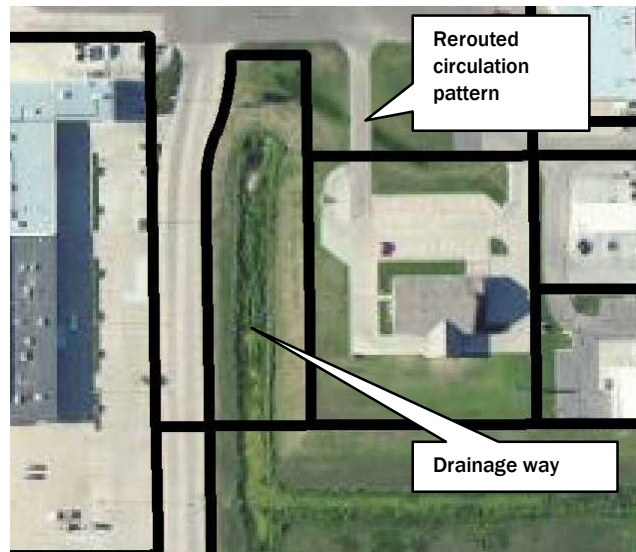


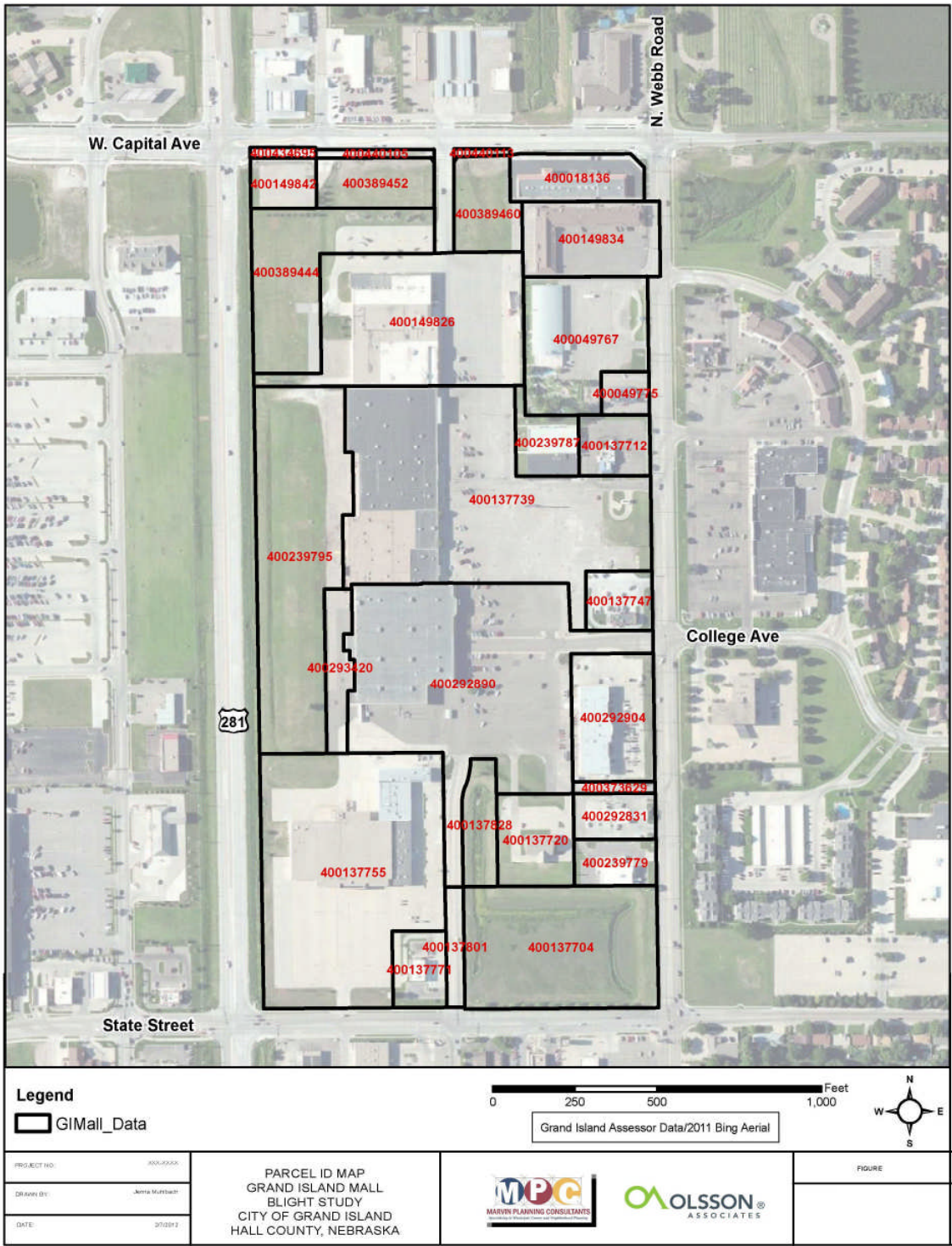
Photo 9



Photo 10

In addition, the overall configuration of the lots, based upon the Assessor's boundaries is confusing and follows little rationale, even the Outlot where Taco John's and Burger King are located appear to be after thoughts.

Figure 4
Parcel Layout Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Diversity of Ownership

The diversity of ownership is not a common contributing factor that impacts an area's status as blighted and substandard. In the case of Blight Area 9, the diversity of ownership is probably one of the more critical elements present. Within the Study Area there are 17 different property owners. When redeveloping an area similar to Blight Area 9, this level of diversity is a hindrance to redevelopment; therefore it becomes necessary for the City and the CRA to become a party to the redevelopment activities. The City and CRA can without major commitments aid in orchestrating the redevelopment effort. In addition, the availability of Tax Increment Financing and other funding mechanisms can entice the property owners to undertake the necessary activities.

Figure 5 shows the diverse ownership by parcel.

Based upon the diversity of ownership and the relatively confined area within Blight Area 9, there are sufficient elements present to meet the statutory requirements.

Stable or Decreasing Population

Over the past 20 years the population within the study area has been stable. The population within the Study Area has been 0 residents for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Other Contributing Factors

One of the final contributing factors towards the Study Area being declared as Blighted is the change in assessed valuation in the area between 2011 and 2002. Overall, 11 of the 17 properties showed a decrease in assessed valuation. These declining valuations are an indicator of:

- A lack of overall investment in the structure/property
- A general declining condition of the structure/property
- An overall lack of investment in the entire area

The properties that are declining in assessed valuation are having a negative impact on both the adjacent property owners that may be investing in their properties and the overall city assessment which translates into how well the City can provide services to the general public.

One final contributing factor is the existing location of the Grand Island Mall pole sign on the Webb Road side of the Study Area. Currently the sign poses a safety risk due to its location. The pole sign is located in the middle of the parking lot and is paved right up to the poles. In addition, there are no barriers in place to minimize the potential for vehicles to hit the sign. If a driver is not paying attention and/or is unfamiliar with the parking lot configuration the potential is good for a collision. Photo shows the location of one of two poles supporting the sign.



Photo 11

Blighting Summary

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

- **Age of Structure**
 - 5 of 16 units (31.2%) are 40 years of age or older.
 - 282,593 square feet of the total 531,224 square feet (53.2%) of retail space is 40 years of age or older
- **Existence of defective or inadequate street layout**
 - The only street layouts in the Study Area are striped parking areas with the main vehicular circulation falling into the remaining areas.
 - All streets/circulation areas are private property
- **Faulty lot layout in relation to size adequacy, accessibility or usefulness**
 - The Study Area is divided into 17 different owners and the boundaries are gerrymandered in no logical manner.
- **Dangerous conditions to life or property due to fire or other causes**
 - The primary signage (pole sign) on the Webb Road side of the area has two large steel poles that have no separation from the vehicular movements of the site.
 - The parking lots are in a major state of disrepair and in some cases could easily cause damage to a vehicle if they were driven over.
 - The drainage system in the Study Area has the potential for standing water to be present.
- **Combination of factors which are impairing and/or arresting sound growth**
 - The Study Area is approximately 80 acres and has 17 different property owners; therefore the diversity of ownership has the potential to impair sound growth
 - The overall lack of investment in the area over the past 10 years. Of the 16 properties, 11 (64.7%) have seen a declining assessed valuation.
- **Diversity of Ownership**
 - There are 17 different property owners within the Study Area. Some owners have invested in their properties while others have done minimal maintenance at best.
- **Improper Subdivision or obsolete platting**
 - The Study Area is divided into 17 different owners and the boundaries are gerrymandered in no logical manner.
- **Stable or decreasing population over last two decennial censuses**
 - The population of the Study Area has remained stable over the past 22 years.

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

- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and

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 forty years

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

Within the study area there is a total of 16 units. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 11 (68.8%) units were determined to be less than 40 years of age

Even though there is not a predominance of units 40 years of age or older the ones that meet the criteria are grouped together on the north end of the overall study area. Two of these units are the predominate commercial units on the site and contain a large portion of the overall square footage of the buildings in the area. A typical unit in which commercial uses are rated is square feet; therefore the following is a breakdown of the square footage of buildings in the study area:

- 531,224 total square feet
- 282,593 s.f. of the total or 53.2% are at least 40 years of age.

In the case of the Grand Island Mall, a walk through in the public areas indicated that the interiors were completely out of date and in dire need of updating.

Due to the age of the structures (specifically the total square feet), the age of the units would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that at least one of five substandard factors be present in a community. This Study Area in Grand Island has one of the five. The other criteria for Substandard were not present or the data was not readily accessible in the area, these included:

- Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- 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;
- the per capita income of the area is lower than the average per capita income of the city or in which the area is designated
- the area has had either stable or decreasing population based on the last two decennial censuses.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #9

Blight Study Area #9 has several items contributing to the Blight and Substandard Conditions. These conditions include:

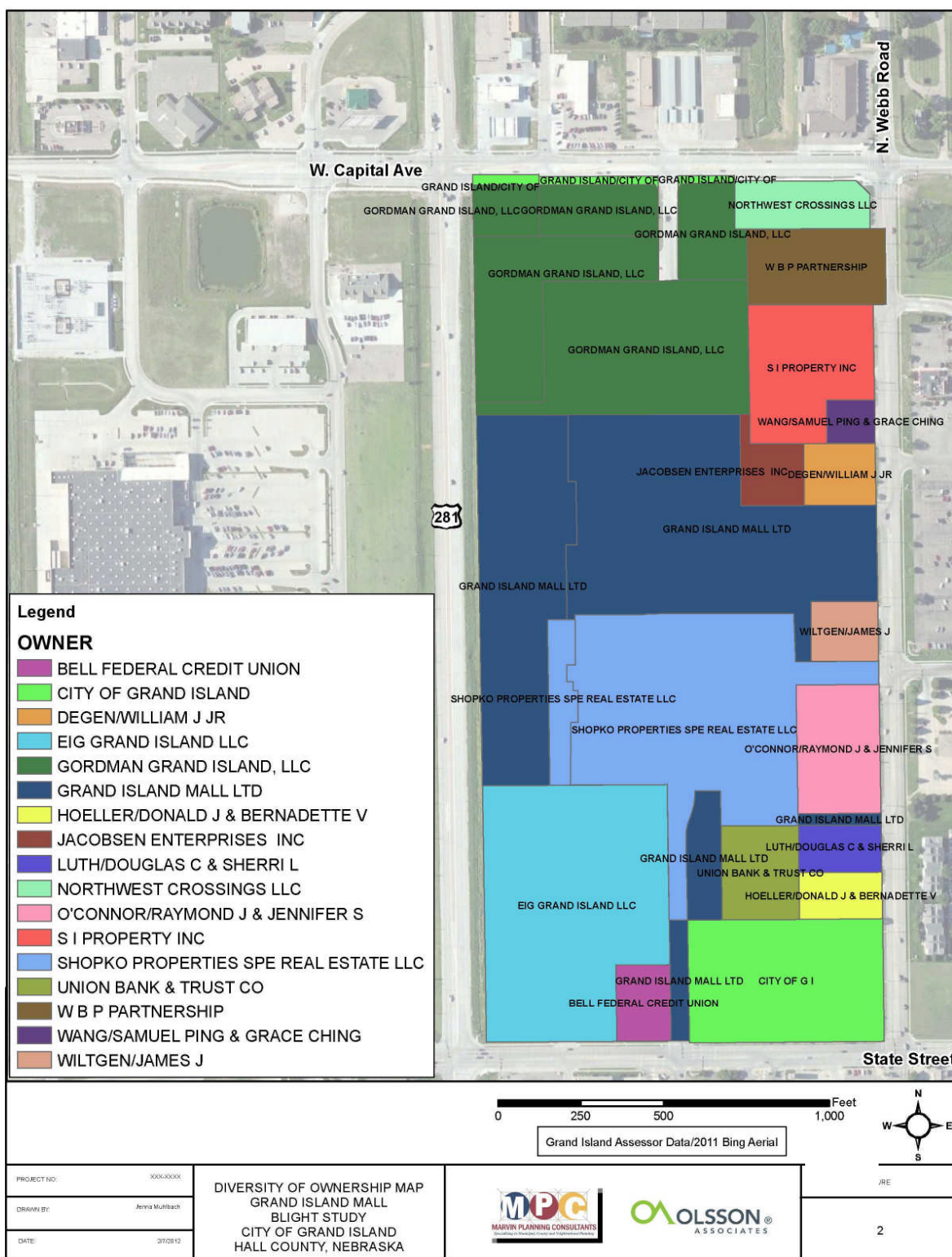
Blighted Conditions

- Diversity of Ownership
- Defective or inadequate street layout
- Faulty lot layout
- Improper subdivision or obsolete platting
- Unsanitary / Unsafe conditions,
- Deterioration of site or other improvements,
- Dangerous conditions to life or property due to fire or other causes,
- Combination of factors which are impairing and/or arresting sound growth,
- Average age of units is over 40 years of age.
- Stable or decreasing population based on the last two decennial censuses

Substandard Conditions

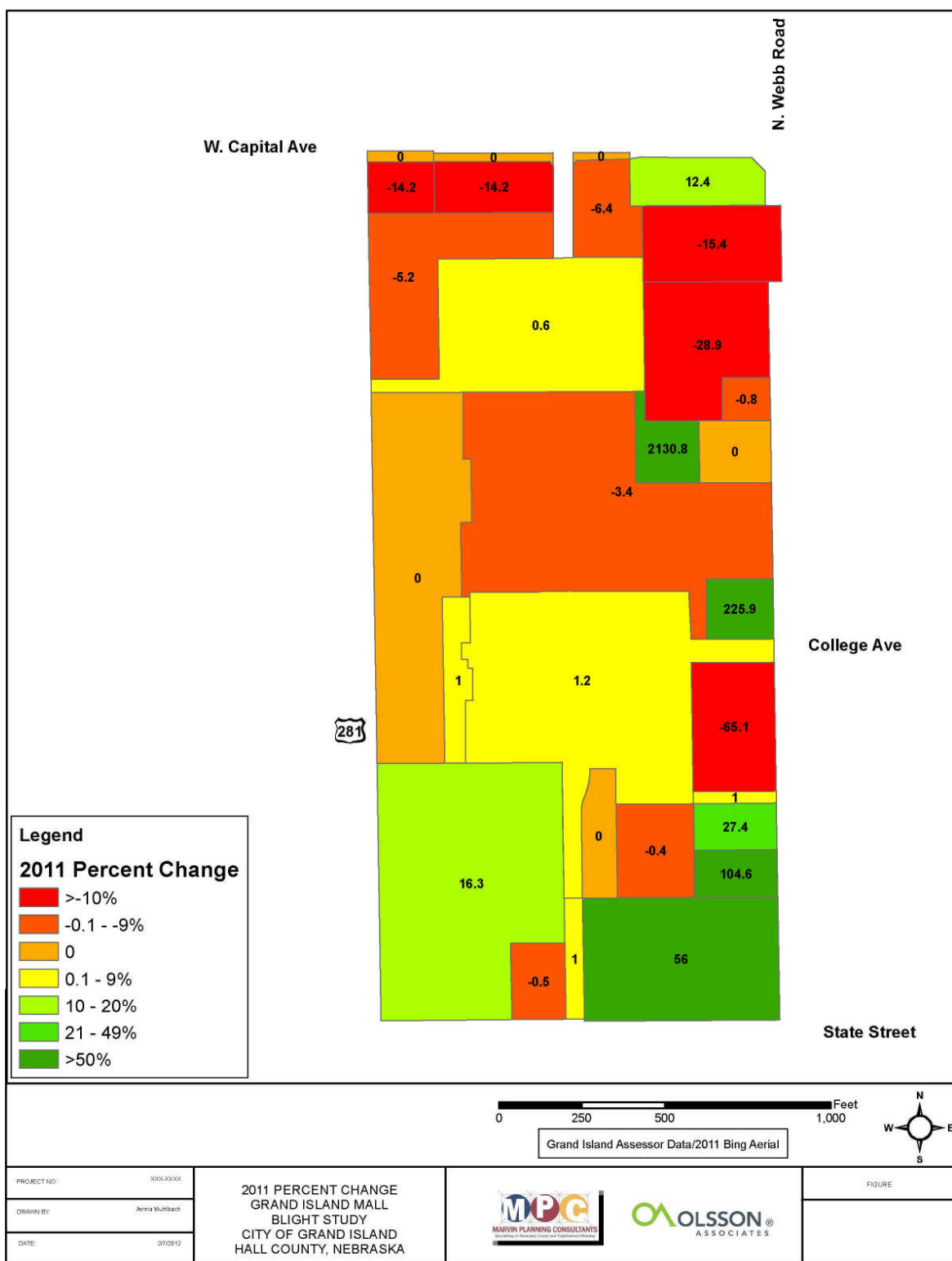
- Average age of the residential or commercial units in the area is at least forty years

Figure 5
Diversity of Ownership Map



Source: Marvin Planning Consultants and Olsson Associates, 2012

Figure 6
Assessed Valuation Changes Map – 2002 to 2011



Source: Marvin Planning Consultants and Olsson Associates, 2012

CONCLUSION

Based upon the issues and conditions indicated from the survey of this area, there is sufficient criteria present to declare Area #9 of Grand Island as Blighted and Substandard as provided for in the Nebraska Revised Statutes. The conditions found throughout the entire area constitute a designation of blighted and substandard. The eventual use of Tax Increment Financing or other incentive programs would be of great benefit to the entire area.

James I. Shamberg (1921-2010)
John A. Wolf
John B. McDermott
Ronald S. Depue
Mark T. Porto
Alfred E. Corey III

SHAMBERG, WOLF,
McDERMOTT & DEPUÉ
Since 1885
ATTORNEYS AT LAW

308 North Locust Street, Suite 501
P.O. Box 460
Grand Island, NE 68802-0460
308/384-1635
Fax 308/384-1759

March 5, 2012

RaNae Edwards
City Clerk
City Hall
PO Box 1968
Grand Island, NE 68802

Re: City of Grand Island, Nebraska
Blight and Substandard Study Area #9

Dear ReNae:

I am enclosing a disk and one hard copy for a Blight and Substandard Study for Area #9 in the City of Grand Island, Nebraska, dated March 2, 2012. The study is submitted on behalf of my client, Gordman Grand Island LLC. Please place the study on the City Council's agenda for the March 26, 2012, meeting. In the event the Council refers the study to the Regional Planning Commission, I would like this matter scheduled on the April 4, 2012, Planning Commission meeting. Thank you for your assistance.

Sincerely yours,

SHAMBERG, WOLF, McDERMOTT & DEPUÉ


Ronald S. Depue

RSD/gs
Enclosures
cc: Chad Nabity
Marvin Planning Consultants



City of Grand Island

Monday, March 26, 2012

Council Session

Item H2

Approving Appointment of Vaughn Minton as City Councilmember for Ward 1

Mayor Jay Vavricek has submitted the name of Vaughn Minton for appointment as Councilmember to represent Ward 1. This vacancy will be created when Councilmember Randy Gards resignation becomes effective on March 31, 2012. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.

Staff Contact: Mayor Vavricek



City of Grand Island

Monday, March 26, 2012

Council Session

Item I1

#2012-83 - Consideration of Authorization to Solicit Proposals to Lease the Ashton Street Ball Field

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Parks and Recreation Director

Meeting: March 26, 2012

Subject: Authorization to Solicit Proposals to Lease the Ashton Street Ball Field

Item #'s: I-1

Presenter(s): Steve Paustian, Parks and Recreation Director

Background

A request has been received by the Parks and Recreation Department to lease the ball field located at Ashton and Oak Streets.

Discussion

At the March 20th study session Council was asked to consider leasing the Ashton Street Ball Field. The resolution before you tonight is requesting authorization to proceed with a request for proposals to allow any interested citizen or group to submit a proposal. If a proposal is received that staff feels is in the best interest of the City to pursue, the proposal will be submitted to Council for action.

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 and have the Parks and Recreation Department proceed with the Request for Proposals.

Sample Motion

Move to authorize staff to advertise for proposals to lease the Ashton Street Ball Field.

RESOLUTION 2012-83

WHEREAS, the Grand Island Parks & Recreation Department met with City Council at a Study Session on Tuesday, March 20, 2012; and

WHEREAS, the Parks & Recreation Department is soliciting proposals for the lease of Ashton Street ball field.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Parks & Recreation Department is hereby directed to solicit proposals for the lease of Ashton Street ball field.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item I2

#2012-84 - Consideration of Amending the Fee Schedule Relative to Burning Regulations

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Tim Hiemer

R E S O L U T I O N 2012-84

WHEREAS, Neb. Rev. Stat. §81-520.01(5) permits the City of Grand Island to charge a fee of ten dollars (\$10.00) for open burning permits: and

WHEREAS, Grand Island City Code §16-11(10) and (11) impose a ten dollar (\$10.00) fee for permits to engage in any of the open burning activities listed in Grand Island City Code §16-11(3)(b).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2011/2012 Grand Island City Fee Schedule be amended to add the fees imposed by Grand Island City Code §16-11(10) and (11).

Adopted by the City Council of the City of Grand Island, Nebraska, March 26, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Monday, March 26, 2012

Council Session

Item J1

Approving Payment of Claims for the Period of March 14, 2012 through March 26, 2012

The Claims for the period of March 14, 2012 through March 26, 2012 for a total amount of \$3,665,224.74. A MOTION is in order.

Staff Contact: Jave Monter



City of Grand Island

Monday, March 26, 2012

Council Session

Item X1

Strategy Session with Respect to Collective Bargaining (IBEW Local 1597 – Wastewater, Service/Clerical, Finance, Utilities)

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Brenda Sutherland