
City of Grand Island



Tuesday, April 28, 2020 Council Session Agenda

City Council:

Jason Conley
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Clay Schutz
Justin Scott
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item E-1

Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Sandoval- 2420 N North Road)

Council action will take place under Consent Agenda item G-2.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 28, 2020

Subject: Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Sandoval- 2420 N North Road)

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

Background

The North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13th Street to Highway 2. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Public right-of-way is needed to accommodate intersection improvements for the North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
FIDENCIO A SANDOVAL AND HERMINDA SANDOVAL	A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE	\$150.00

	NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET TO THE POINT OF BEGINNING; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE N00°24'28"W ON SAID EAST LINE, A DISTANCE OF 13.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE N89°30'21"W ON SAID NORTH LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING, CONTAINING 75 SQUARE FEET, MORE OR LESS.	
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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

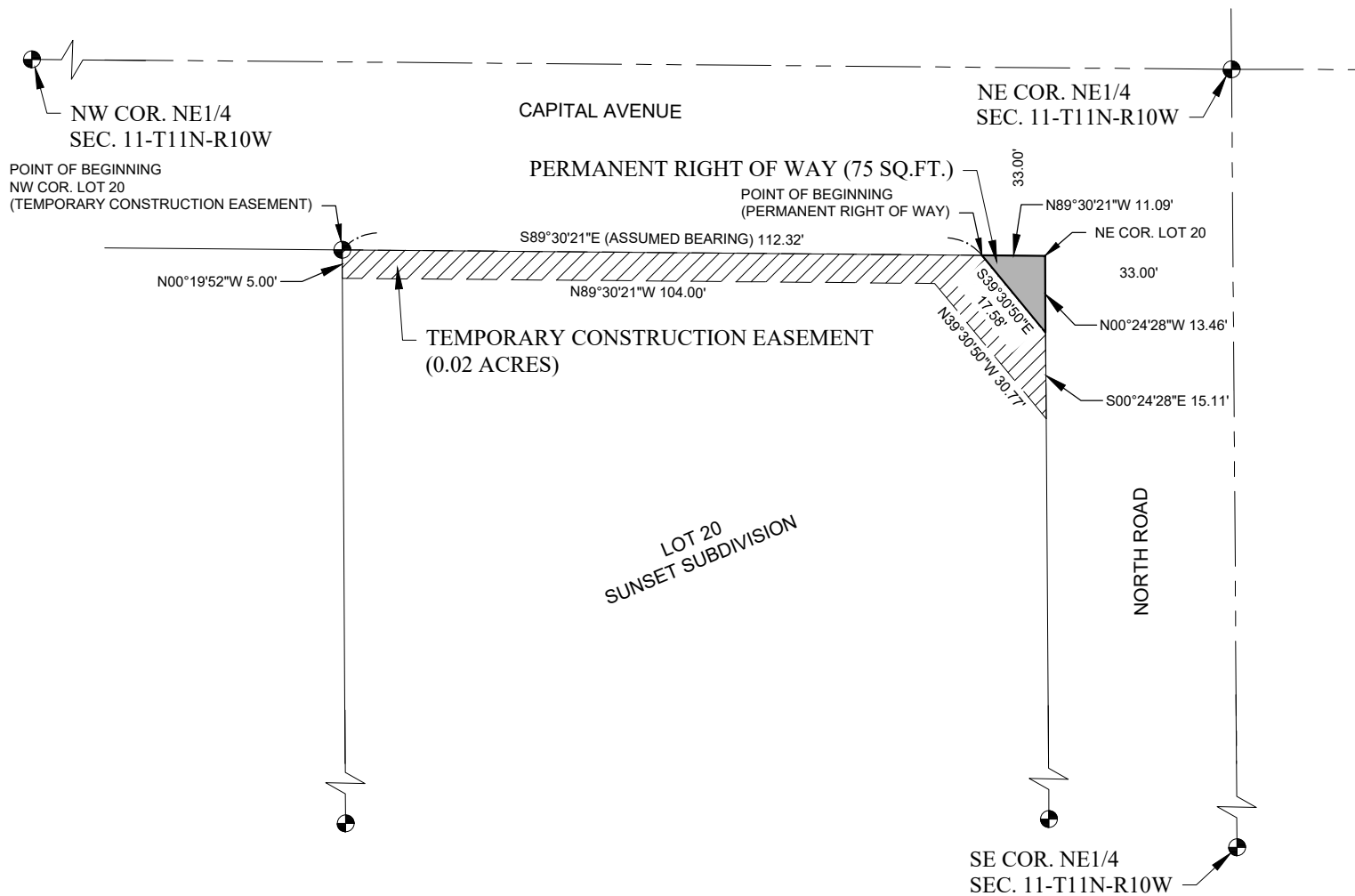
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner, in the amount of \$150.00.

Sample Motion

Move to approve the acquisition.

TEMPORARY CONSTRUCTION EASEMENT AND NEW RIGHT OF WAY EXHIBIT

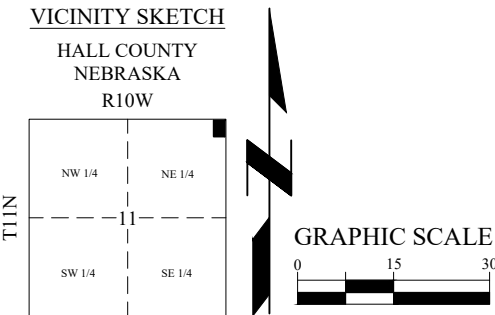


PERMANENT RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET TO THE POINT OF BEGINNING; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE N00°24'28"W ON SAID EAST LINE, A DISTANCE OF 13.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE N89°30'21"W ON SAID NORTH LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING, CONTAINING 75 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE S00°24'28"E ON SAID EAST LINE, A DISTANCE OF 15.11 FEET; THENCE N39°30'50"W, A DISTANCE OF 30.77 FEET; THENCE N89°30'21"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE 104.00 FEET TO THE WEST LINE OF SAID LOT 20; THENCE N00°19'52"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS.



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND	
	MONUMENT FOUND
	MONUMENT SET
	CALCULATED POINT
D	DEEDED DISTANCE
G	GOVERNMENT DISTANCE
M	MEASURED DISTANCE
P	PLATTED DISTANCE
R	RECORDED DISTANCE
	SECTION LINE
	TEMPORARY CONSTRUCTION EASEMENT AREA
	RIGHT OF WAY AREA

DATE	10/24/2019
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	3

800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item E-2

Public Hearing on Acquisition of Public Utility Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Hall County School District 002- 123 South Webb Road)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 28, 2020

Subject: Public Hearing on Acquisition of Public Utility Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Hall County School District 002-123 South Webb Road)

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

Background

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

A public utility easement is needed to accommodate the roadway improvements along Old Potash Highway. The property owner has signed the necessary documents to grant the property, as shown on the attached drawings.

Engineering staff of the Public Works Department negotiated a dedication of such easement from the property owner.

<i>Property Owner</i>	<i>Legal Description</i>
HALL COUNTY SCHOOL DISTRICT 002	<p>A TRACT OF LAND LOCATED IN PART OF LOT 11, BLOCK 1, NELSON SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON AN ASSUMBED BEARING OF S89°58'38"E ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 86.67 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°54'26"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.60 FEET; THENCE S56°46'49"W A DISTANCE OF 82.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE S01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 4.52 FEET; THENCE N44°11'40"E A DISTANCE OF 56.60 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 758 SF MORE OR LESS.</p>

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

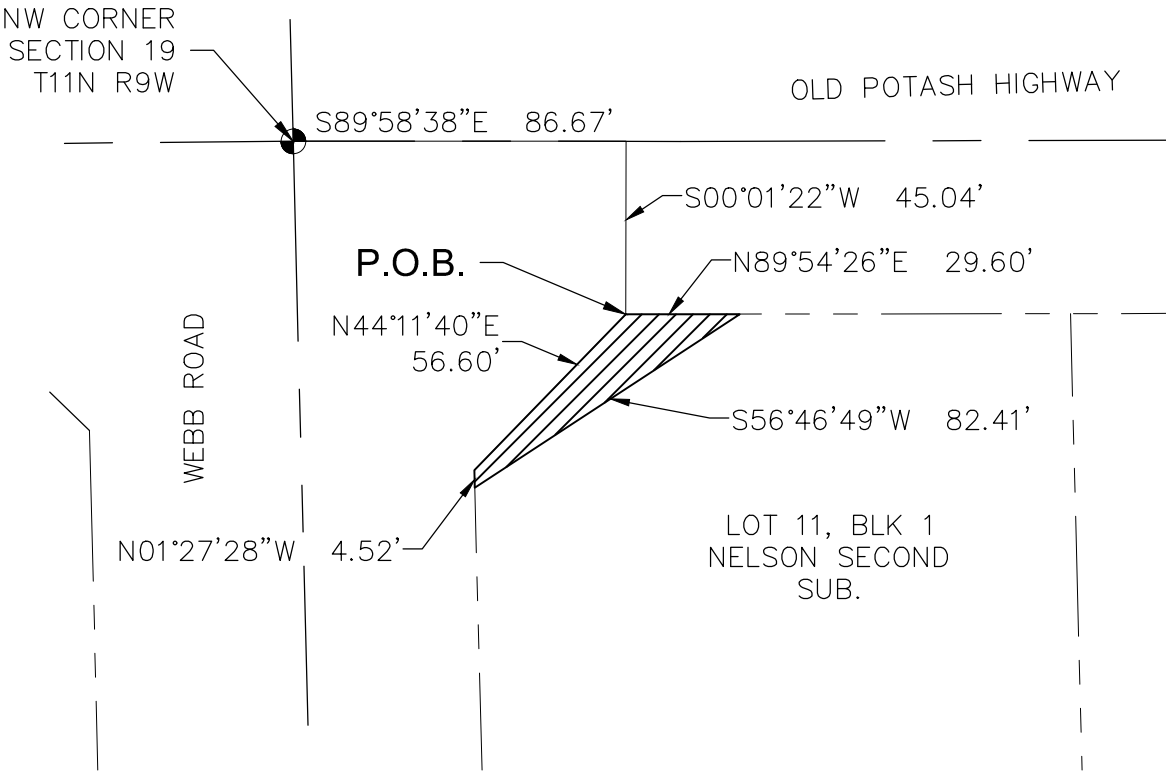
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public utility easement from the affected property owner for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, at no cost.

Sample Motion

Move to approve the acquisition.

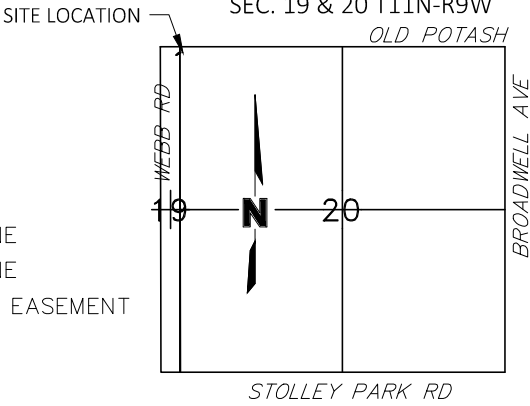
UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 27
OLD POTASH HIGHWAY PAVING IMPROVEMENTS



LOCATION MAP

SEC. 19 & 20 T11N-R9W



LEGEND

- SECTION CORNER
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

SECTION TIES

NW CORNER T11N R9W
FND ALUM CAP @ CONC. SURFACE, ON CL OF E-W STREET
E 10 TO CL N-S ST.
SW 67.30 TO REDHEAD IN PWP
NW 81.26 TO REDHEAD IN PWP
NE 92.18 TO MAG NAIL IN PWP
SE 100.47 TO MAG AND WASHER IN PWP

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 11, BLOCK 1,NELSON SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON AN ASSUMED BEARING OF S89°58'38"E ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 86.67 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°54'26"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.60 FEET; THENCE S56°46'49"W A DISTANCE OF 82.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE S01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 4.52 FEET; THENCE N44°11'40"E A DISTANCE OF 56.60 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 758 SF MORE OR LESS.

PROJECT NO: 2017-3110	UTILITY EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 9.10.2019				



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item F-1

#9765 - Consideration of Sale of Property Located at 3231 West Schimmer Drive (Parcel No. 400401746)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 28, 2020

Subject: Consideration of Sale of Property Located at 3231 West Schimmer Drive (Parcel No. 400401746)

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

Background

On April 9, 2019, via Resolution No. 2019-127, City Council approved an agreement with Berkshire Hathaway Home Services Da-Ly Realty of Grand Island, Nebraska for real estate services at 3231 West Schimmer Drive (Parcel No. 400401746). With no City use for this parcel the sale of such will eliminate maintenance costs and liability for the City.

Two (2) offers have been received on the subject property, which requires City Council approval. Below are the offers submitted to the Public Works Administration office.

<i>Offeror</i>	<i>Purchase Price</i>	<i>Conditions</i>
Midwest Waste Trucks, LLC	\$136,001.00	None
3 Diamonds, Inc.	\$125,000.00	None

Discussion

The Proposed Real Estate Purchase Agreement (the “Agreement”) would, if approved by City Council through adoption of an ordinance, authorize the execution of the Agreement and direct the sale of the above-mentioned property to Midwest Waste Trucks, LLC, which submitted the high bid.

As provided by law, notice of the sale and the terms of sale are required to be published for three (3) consecutive weeks in a newspaper published for general circulation in the City of Grand Island. The City Clerk is directed and instructed to prepare and publish said notice. The electors of the City of Grand Island may file a remonstrance against the

sale of the real estate. If a remonstrance petition against the sale is signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular city election held in the City and filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

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 adopt the Ordinance approving the Purchase Sale Agreement with Midwest Waste Trucks, LLC and directing the sale subject to public remonstrance.

Sample Motion

Move to approve the ordinance.

ORDINANCE NO. 9765

An ordinance directing and authorizing the sale of Parcel No. 400401746, addressed as 3231 West Schimmer Drive, City of Grand Island, Hall County, Nebraska to Midwest Waste Trucks, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The conveyance by warranty deed to Midwest Waste Trucks, LLC, a Nebraska Limited Liability Company (“Buyer”), of the City’s interests in and to Parcel No. 400401746, address as 3231 West Schimemr Drive, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Hundred Thirty Six Thousand One Dollars and 00/100 (\$136,001.00) and other valuable considerations.

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

SECTION 4. Authority if hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island

Approved as to Form	▣ _____
April 24, 2020	▣ City Attorney

ORDINANCE NO. 9765 (Cont.)

voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

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

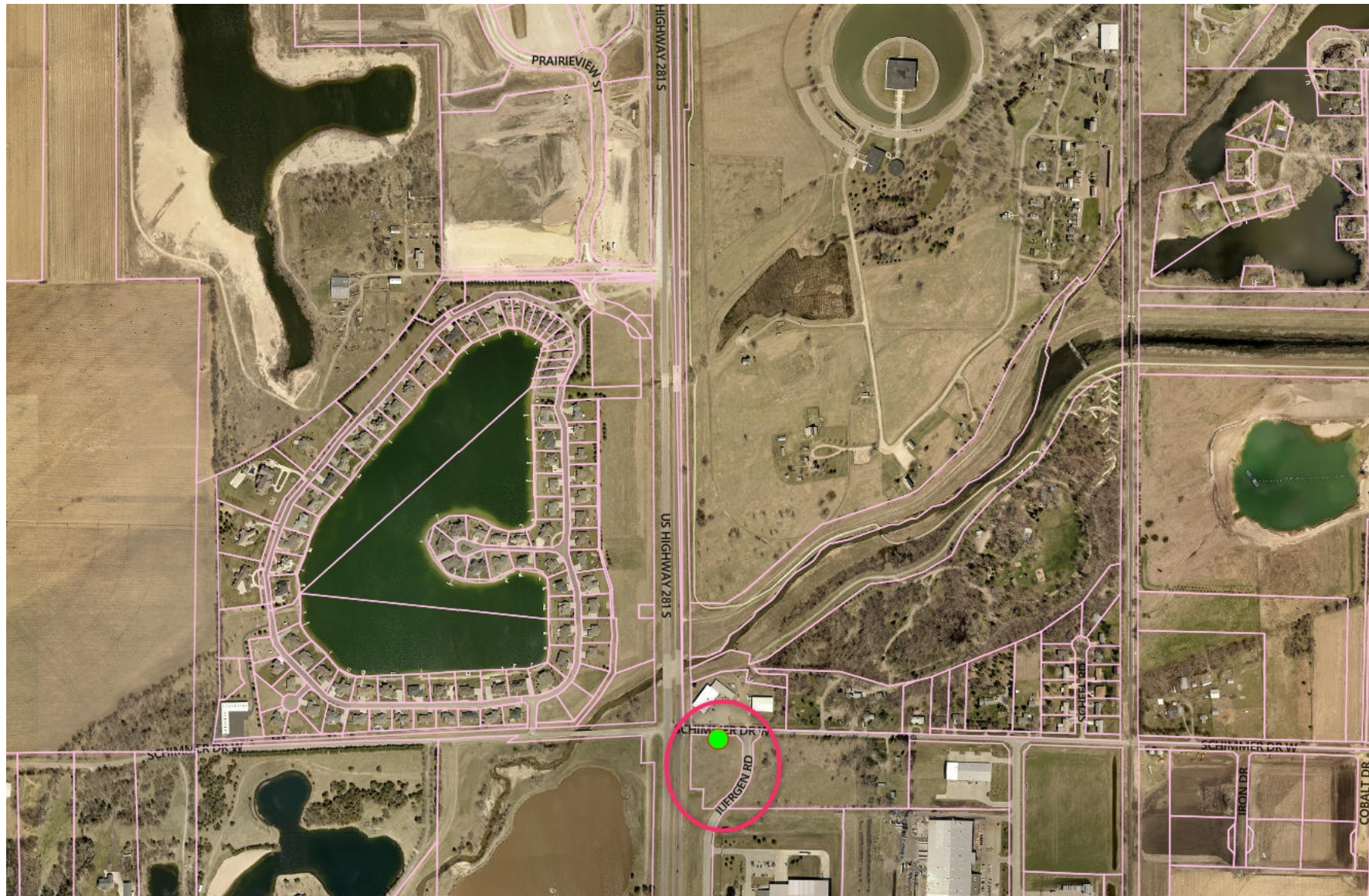
SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: April 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-1

Approving Minutes of April 14, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 14, 2020

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 April 14, 2020. Notice of the meeting was given in *The Grand Island Independent* on April 8, 2020.

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

PUBLIC HEARINGS:

Public Hearing on Request from Bosselman Pump & Pantry, Inc., dba Pump & Pantry 52, 3210 Old Potash Highway for a Class "D" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "D" Liquor License had been received from Bosselman Pump & Pantry, Inc., dba Pump & Pantry 52, 3210 Old Potash Highway. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 13, 2020; notice to the general public of date, time, and place of hearing published on April 4, 2020; notice to the applicant of date, time, and place of hearing mailed on March 16, 2020. Staff recommended approval contingent upon completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Request from Axe Holes, LLC dba Axe Holes, 2300 N. Webb Road, Suite 109 for a Class "A" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "A" Liquor License had been received from Axe Holes, LLC dba Axe Holes, 2300 N. Webb Road, Suite 109. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 13, 2020; notice to the general public of date, time, and place of hearing published on April 4, 2020; notice to the applicant of date, time, and place of hearing mailed on March 16, 2020. Staff recommended approval contingent upon final inspections. Eric Christensen, 2610 So. Engleman Road, Alda, Nebraska spoke in support. No further public testimony was heard.

Public Hearing on the Redevelopment Plan for CRA No. 1 (Paramount Development, LLC) located at 824 East 9th Street, Grand Island, Nebraska. Regional Planning Director Chad Nabity reported that Paramount Development LLC had submitted an application for tax increment financing to aid in acquisition of property, demolition of an existing structure and site preparation for the construction of a five-unit townhome style apartment building at 824 East 9th Street. Staff recommended approval. Sonja Weinrich, 1522 So. Gunbarrel Road was present to answer questions. No further public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (T & E Cattle Company- Parcel No. 400150212 & 400150220); South of Faidley Avenue, East of North Road. Public Works Director John Collins reported that public right-of-way was needed to accommodate intersection improvements for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1, as well as allow for an outlet at the existing Kaufmann detention cell and improve drainage in the Kaufman Avenue area. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility/Access, Drainage and Sidewalk Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Big B, Inc.-Parcel No. 400150212-S of Faidley Ave, E of North Rd & Little B's Corporation-Parcel No. 400150689-S of Old Potash Hwy, E of North Rd. Public Works Director John Collins reported that a public utility/access easement, drainage easement, and sidewalk easement were needed to accommodate the roadway improvements along Old Potash Highway. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9765 - Consideration of Sale of Property Located at 3231 West Schimmer Drive (Parcel No. 400401746) (Pulled at the request of the Public Works Department.)

#9768 - Consideration of Vacation of Public Utility Easement in Lassonde Subdivision; South of Capital Avenue, West of Ord Branch Union Pacific Railroad Track (Grand Island Area Habitat for Humanity, Inc.)

#9769 - Consideration of Amending Chapter 20 of the Grand Island City Code Relative to the Directed Health Measure Violations

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

#9768 - Consideration of Vacation of Public Utility Easement in Lassonde Subdivision; South of Capital Avenue, West of Ord Branch Union Pacific Railroad Track (Grand Island Area Habitat for Humanity, Inc.)

Public Works Director John Collins reported that the current property owner/developer of Lassonde Third Subdivision was requesting to vacate such dedicated easement that currently lies within Lassonde Third Subdivision, Lot One (1) through Lot Eight (8). There were no utilities currently or proposed within these easements that would be affected by the vacation. Staff recommended approval.

Motion by Paulick, second by Minton to approve Ordinance #9768.

City Clerk: Ordinance #9768 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 #9768 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9768 is declared to be lawfully adopted upon publication as required by law.

#9769 - Consideration of Amending Chapter 20 of the Grand Island City Code Relative to the Directed Health Measure Violations

Interim City Attorney Stacy Nonhof reported that Directed Health Measures had been issued by the State and the local Health Department. Currently, the City had no section in the Grand Island City Code for a violation of one of those orders. This Ordinance would amend Chapter 20 of the Grand Island City Code to allow a \$100.00 fine per citation for violations of all Directed Health Measures. Staff recommended approval.

Discussion was held regarding the amount of the fine and getting this information to the public.

Motion by Paulick, second by Haase to approve Ordinance #9769.

City Clerk: Ordinance #9769 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 #9769 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9769 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-4 (Resolution #2020-87) was removed for further discussion. Motion by Paulick, second by Hehnke to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 24, 2020 City Council Regular Meeting.

Receipt of Official Documents – Pawnbroker’s Official Bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.

#2020-86 - Approving Request from Bosselman Pump & Pantry, Inc., dba Pump & Pantry 52, 3210 Old Potash Highway for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 West Hwy 34.

#2020-87 - Approving Request from Axe Holes, LLC dba Axe Holes, 2300 N. Webb Road, Suite 109 for a Class "A" Liquor License and Liquor Manager Designation for Eric Christensen, 2610 So. Engleman Road, Alda, Nebraska. Eric Christensen, 2610 So. Engleman Road, Alda, Nebraska answered questions from Council about their concerns regarding axe throwing and drinking.

Motion by Minton, second by Nickerson to approve Resolution #2020-87. Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Jones, Nickerson, Paulick, Schutz, Scott, and Stelk voted aye. Councilmember Minton voted no. Motion adopted.

#2020-88 - Approving Engineering Services for the Affordable Clean Energy Rule with RMB of Raleigh, North Carolina in an Amount not to exceed \$65,000.00.

#2020-89 - Approving Amendment #1 to the Transmission Operating Agreement between the City of Grand Island Utilities Department and Omaha Public Power District.

#2020-90 - Approving Award of Proposal for Community Meeting Room Audio/Video Update at Law Enforcement Center with AVI Systems of Omaha, Nebraska in an Amount of \$43,814.29.

#2020-91 - Approving Application for the Nebraska Public Transportation Assistance Program for Implementation of a Transit Program with the Senior Citizens Industries, Inc. in an Amount not to exceed \$187,101.00.

#2020-92 - Approving Bid Award for Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2 with Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri in an Amount of \$168,000.00.

#2020-93 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (T & E Cattle Company- Parcel No. 400150212 & 400150220); South of Faidley Avenue, East of North Road.

#2020-94 - Approving Acquisition of Public Utility/Access, Drainage and Sidewalk Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Big B, Inc.-Parcel No. 400150212-S of Faidley Ave, E of North Rd & Little B's Corp.-Parcel No. 400150689-S of Old Potash Hwy, E of North Rd.

#2020-95 - Approving Bid Award for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 with Sampson Construction Co., Inc. of Grand Island, Nebraska in an Amount of \$3,454,000.00.

#2020-96 - Approving Change Order No. 3 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., Inc. of Hudson, Iowa for a decrease of \$52,557.00 and a Revised Contract Amount of \$648,483.00.

#2020-97 - Approving Changes to the Waiver Fine Schedule Relative to the Directed Health Measure.

#2020-98 - Approving Final Plat and Subdivision Agreement for GIPS South Subdivision. It was noted that Hall County District 2, owner, had submitted the Final Plat and Subdivision Agreement for GIPS South Subdivision located between Custer Avenue and Lafayette Avenue north of State Street and including the vacated College Street for the purpose of creating 7 lots and 1 outlot on 21.07 acres.

RESOLUTIONS:

#2020-99 - Consideration of Approving the Redevelopment Plan for CRA No. 1 (Paramount Development, LLC) located at 824 East 9th Street, Grand Island, Nebraska. This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Paulick to approve Resolution #2020-99. Upon roll call vote, all voted aye. Motion adopted.

#2020-100 - Consideration of Approving Resolution Directing Property Owner to Reroute Sump Pump Discharge at 2525 Del Monte Avenue. This item was pulled from the agenda at the request of the Public Works Department.

#2020-101 - Consideration of Approving Refunding Annual Golf Passes at Jackrabbit Run Golf Course. Parks and Recreation Director Todd McCoy reported that due to COVID-19 and the closure of the Jackrabbit Run Golf Course, City Administration recommended refunding all annual passes, cart passes, and unused prepaid rounds to patrons totaling about \$115,000.00.

Discussion was held regarding the refunds. Several Councilmembers thought this was pre-mature and that we should wait and see if the golf course would open at a later date this year. City Administrator Jerry Janulewicz explained the process they went through to come up with this recommendation.

Motion by Haase, second by Minton to deny Resolution #2020-101. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of March 25, 2020 through April 14, 2020 for a total amount of \$5,566,854.88. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:08 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-2

#2020-102 - Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Sandoval- 2420 N North Road)

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

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

RESOLUTION 2020-102

WHEREAS, public right-of-way is required by the City of Grand Island, from Fidencio A. Sandoval and Herminda Sandoval at 2420 N North Road, Grand Island, Hall County, Nebraska and more particularly described as follows:

Fidencio A. Sandoval and Herminda Sandoval– \$150.00

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET TO THE POINT OF BEGINNING; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE N00°24'28"W ON SAID EAST LINE, A DISTANCE OF 13.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE N89°30'21"W ON SAID NORTH LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING, CONTAINING 75 SQUARE FEET, MORE OR LESS.

WHEREAS, an Agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

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 enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$150.00.

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, April 28, 2020.

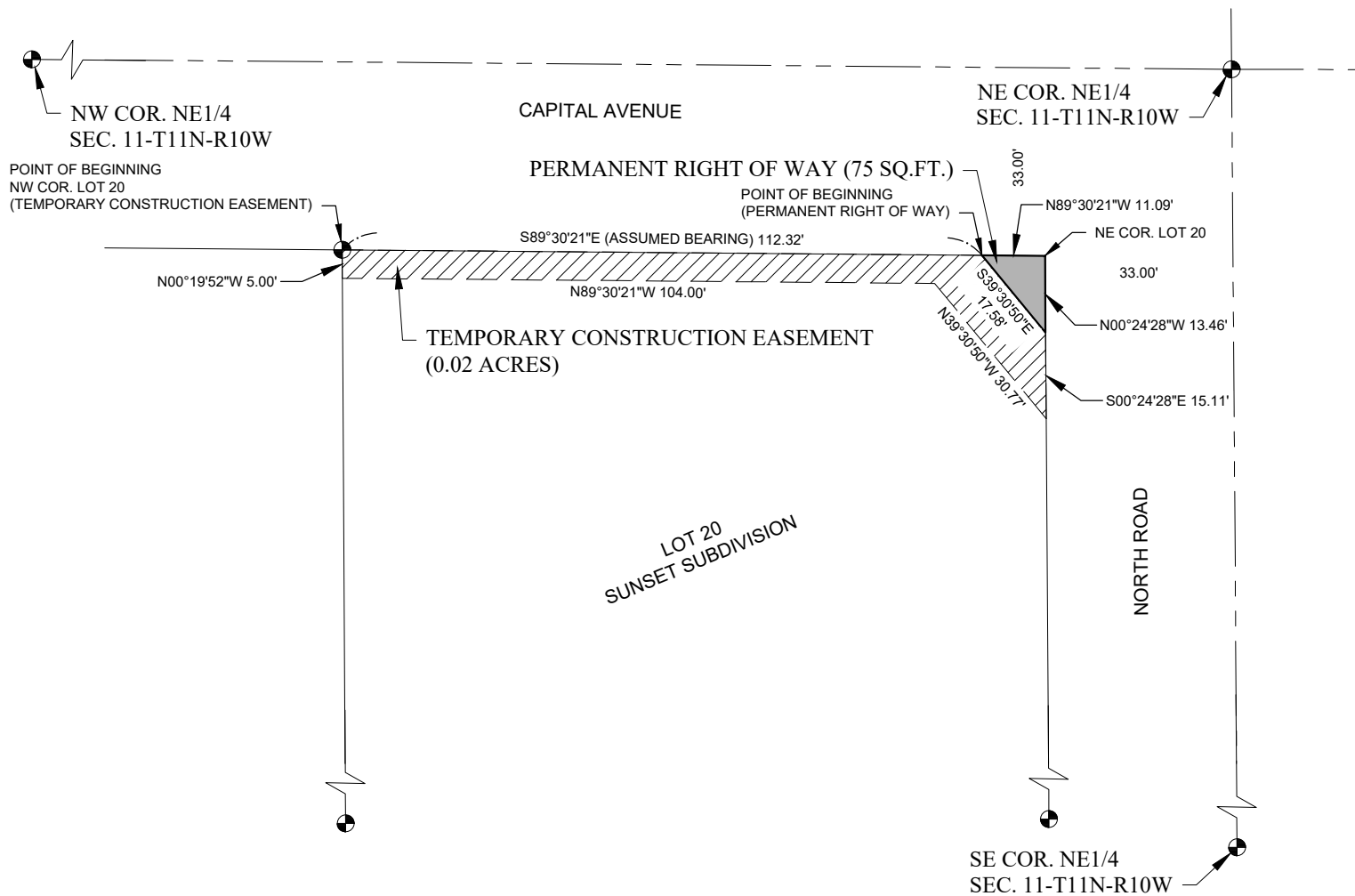
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney

TEMPORARY CONSTRUCTION EASEMENT
AND NEW RIGHT OF WAY EXHIBIT

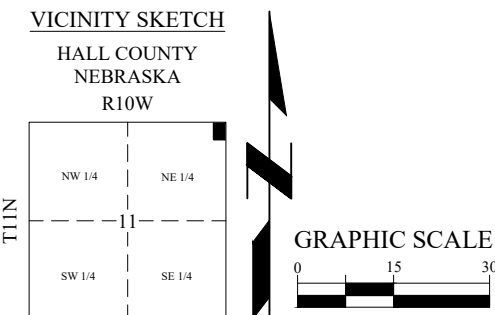


PERMANENT RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET TO THE POINT OF BEGINNING; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE N00°24'28"W ON SAID EAST LINE, A DISTANCE OF 13.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE N89°30'21"W ON SAID NORTH LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING, CONTAINING 75 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE S00°24'28"E ON SAID EAST LINE, A DISTANCE OF 15.11 FEET; THENCE N39°30'50"W, A DISTANCE OF 30.77 FEET; THENCE N89°30'21"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE 104.00 FEET TO THE WEST LINE OF SAID LOT 20; THENCE N00°19'52"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS.



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - DEEDED DISTANCE
 - GOVERNMENT DISTANCE
 - MEASURED DISTANCE
 - PLATTED DISTANCE
 - RECORDED DISTANCE
 - SECTION LINE
 - TEMPORARY CONSTRUCTION EASEMENT AREA
 - RIGHT OF WAY AREA

DATE	10/24/2019
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	3

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City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-3

#2020-103 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Sandoval- 2420 N North Road)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 28, 2020

Subject: Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Sandoval- 2420 N North Road)

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

Background

The North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13th Street to Highway 2. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project.

A Temporary Construction easement is needed to accommodate the construction activities for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, which must be approved by City Council. The temporary construction easement will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
FIDENCIO A. SANDOVAL AND HERMINDA SANDOVAL	A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE S00°24'28"E ON SAID EAST LINE, A DISTANCE OF 15.11 FEET; THENCE N39°30'50"W, A DISTANCE OF 30.77 FEET; THENCE N89°30'21"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE 104.00 FEET TO THE WEST LINE OF SAID LOT 20; THENCE N00°19'52"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 771 SQUARE FEET, MORE OR LESS.	\$160.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$160.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2020-103

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

Fidencio A. Sandoval and Herminda Sandoval– \$160.00

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE S00°24'28"E ON SAID EAST LINE, A DISTANCE OF 15.11 FEET; THENCE N39°30'50"W, A DISTANCE OF 30.77 FEET; THENCE N89°30'21"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE 104.00 FEET TO THE WEST LINE OF SAID LOT 20; THENCE N00°19'52"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 771 SQUARE FEET, MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

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 compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$160.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2020.

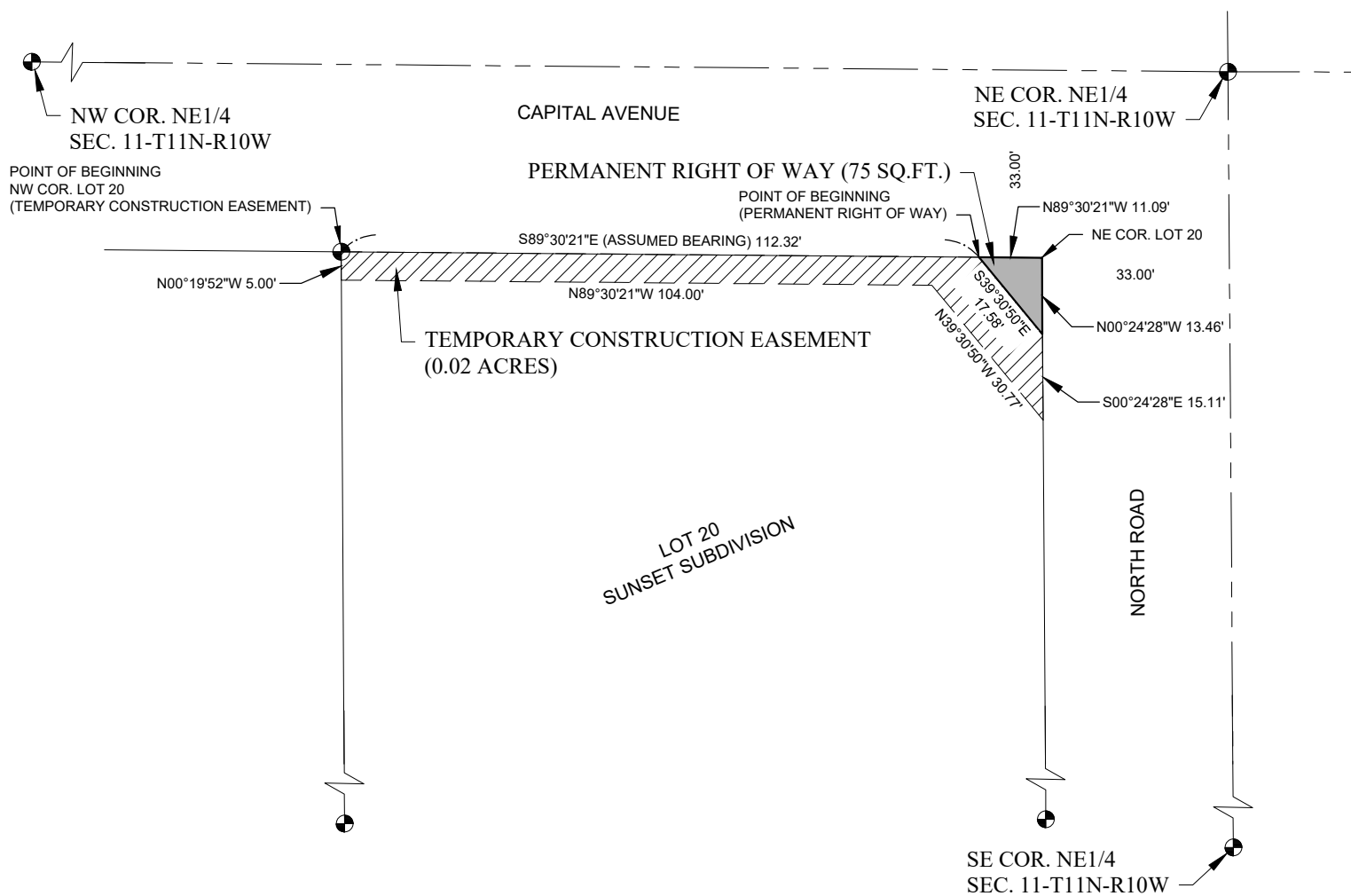
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney

TEMPORARY CONSTRUCTION EASEMENT AND NEW RIGHT OF WAY EXHIBIT

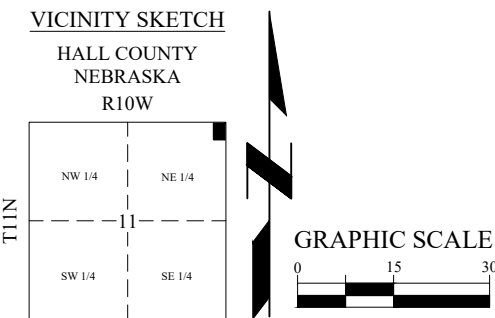


PERMANENT RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET TO THE POINT OF BEGINNING; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE N00°24'28"W ON SAID EAST LINE, A DISTANCE OF 13.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE N89°30'21"W ON SAID NORTH LINE, A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING, CONTAINING 75 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 20, SUNSET SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 20, SUNSET SUBDIVISION; THENCE S89°30'21"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 112.32 FEET; THENCE S39°30'50"E, A DISTANCE OF 17.58 FEET TO THE EAST LINE OF SAID LOT 20; THENCE S00°24'28"E ON SAID EAST LINE, A DISTANCE OF 15.11 FEET; THENCE N39°30'50"W, A DISTANCE OF 30.77 FEET; THENCE N89°30'21"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID NORTH LINE, A DISTANCE 104.00 FEET TO THE WEST LINE OF SAID LOT 20; THENCE N00°19'52"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS.



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND	
	MONUMENT FOUND
	MONUMENT SET
	CALCULATED POINT
D	DEEDED DISTANCE
G	GOVERNMENT DISTANCE
M	MEASURED DISTANCE
P	PLATTED DISTANCE
R	RECORDED DISTANCE
	SECTION LINE
	TEMPORARY CONSTRUCTION EASEMENT AREA
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DATE	10/24/2019
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	3

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City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-4

#2020-104 - Approving Acquisition of Public Utility Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Hall County School District 002- 123 South Webb Road)

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

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

R E S O L U T I O N 2020-104

WHEREAS, a public utility easement is required by the City of Grand Island, from an affected property owner in Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

<i>Property Owner</i>	<i>Legal Description</i>
HALL COUNTY SCHOOL DISTRICT 002	A TRACT OF LAND LOCATED IN PART OF LOT 11, BLOCK 1, NELSON SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6 TH P.M.; THENCE ON AN ASSUMED BEARING OF S89°58'38"E ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 86.67 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°54'26"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.60 FEET; THENCE S56°46'49"W A DISTANCE OF 82.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE S01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 4.52 FEET; THENCE N44°11'40"E A DISTANCE OF 56.60 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 758 SF MORE OR LESS.

WHEREAS, an agreement for the public utility easement has been reviewed and approved by the City Legal Department.

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 enter into the Agreement for the public utility easement on the above described tract of land.

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, April 28, 2020.

Roger G. Steele, Mayor

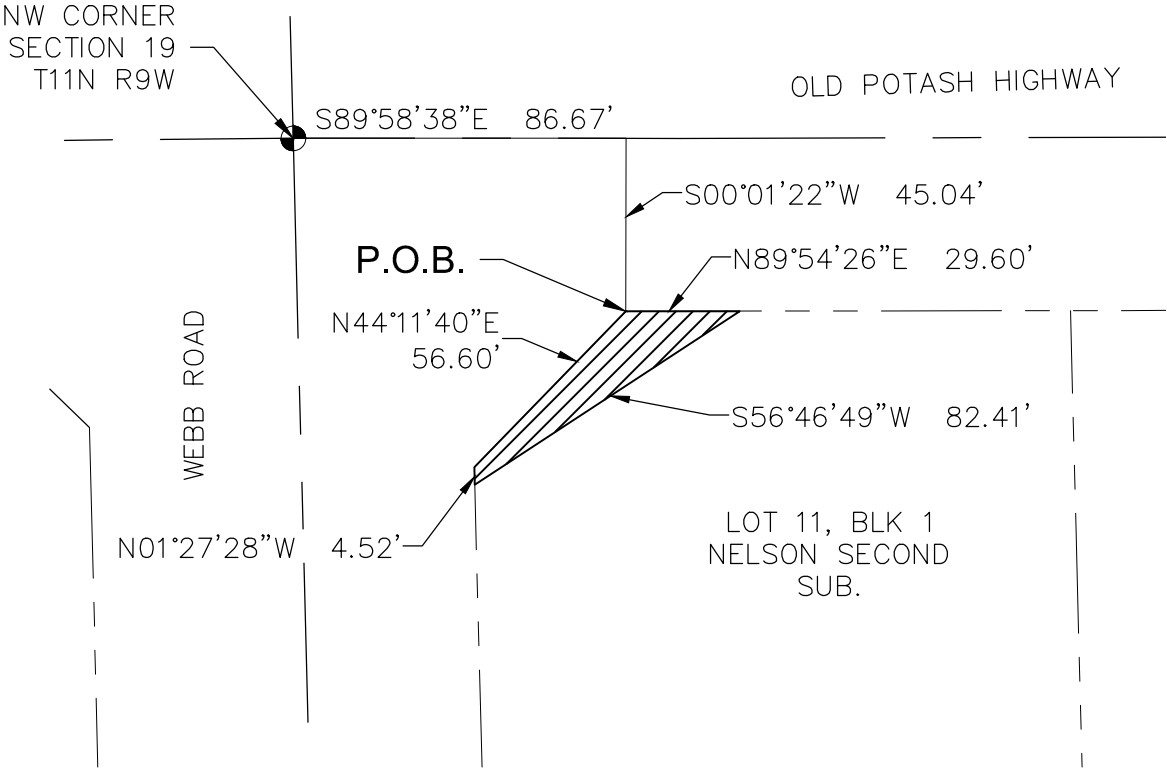
Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
April 24, 2020	<input type="checkbox"/> City Attorney

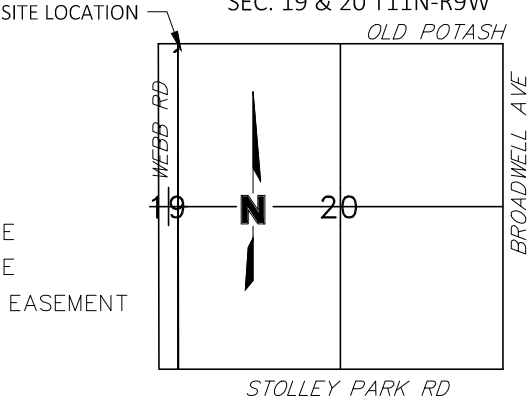
UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 27
OLD POTASH HIGHWAY PAVING IMPROVEMENTS



LOCATION MAP

SEC. 19 & 20 T11N-R9W



LEGEND

- SECTION CORNER
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

SECTION TIES

NW CORNER T11N R9W
FND ALUM CAP @ CONC. SURFACE, ON CL OF E-W STREET
E 10 TO CL N-S ST.
SW 67.30 TO REDHEAD IN PWP
NW 81.26 TO REDHEAD IN PWP
NE 92.18 TO MAG NAIL IN PWP
SE 100.47 TO MAG AND WASHER IN PWP

UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT LOCATED IN PART OF LOT 11, BLOCK 1,NELSON SECOND SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON AN ASSUMED BEARING OF S89°58'38"E ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 86.67 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°54'26"E ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.60 FEET; THENCE S56°46'49"W A DISTANCE OF 82.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE S01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 4.52 FEET; THENCE N44°11'40"E A DISTANCE OF 56.60 FEET TO A POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINS 758 SF MORE OR LESS.

PROJECT NO: 2017-3110	UTILITY EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 9.10.2019				



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-5

#2020-105 - Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Hall County School District 002- 123 South Webb Road)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 28, 2020

Subject: Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Hall County School District 002- 123 South Webb Road)

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

Background

The Old Potash Highway Roadway Improvements; Project No. 2019-P-1 is for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. The interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. This plan includes widening and reconfiguring Old Potash Highway, signal and geometric improvements at each intersection, access management throughout the corridor, and improvements to the north and south of the Old Potash Highway corridor. Improvements are needed to allow the corridor to safely handle the ever increasing traffic in this area.

A Temporary Construction easement is needed to accommodate the construction activities for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, which must be approved by City Council. The temporary construction easement will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement, at no cost to the City.

<i>Property Owner</i>	<i>Legal Description</i>
HALL COUNTY SCHOOL DISTRICT 002	<p>A TRACT OF LAND IN PART OF LOT 10 & 11, NELSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP NINETEEN (19) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON ASSUMED BEARING S89°59'36"W ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 116.27 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°54'26"E ALONG THE NORTH LINE OF SAID LOTS 10 & 11, A DISTANCE OF 105.42 FEET; THENCE S00°05'34"E A DISTANCE OF 5.00 FEET; THENCE S89°54'26"W PARALLEL TO AND 5.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 10 & 11, A DISTANCE OF 110.00 FEET; THENCE S44°40'25"W A DISTANCE OF 90.68 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE N01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 24.35 FEET TO THE SOUTHWEST CORNER OF A PROPOSED UTILITY EASEMENT; THENCE N56°46'49"E ALONG THE SOUTHWEST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 82.41 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,404 SF MORE OR LESS.</p>

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 Temporary Construction Easement between the City of Grand Island and the affected property owner for Old Potash Highway Roadway Improvements; Project No. 2019-P-1, at no cost.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2020-105

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in Old Potash Highway Roadway Improvements; Project No. 2019-P-1 project area:

Hall County School District 002

A TRACT OF LAND IN PART OF LOT 10 & 11, NELSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP NINETEEN (19) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON ASSUMED BEARING S89°59'36"W ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 116.27 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°54'26"E ALONG THE NORTH LINE OF SAID LOTS 10 & 11, A DISTANCE OF 105.42 FEET; THENCE S00°05'34"E A DISTANCE OF 5.00 FEET; THENCE S89°54'26"W PARALLEL TO AND 5.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 10 & 11, A DISTANCE OF 110.00 FEET; THENCE S44°40'25"W A DISTANCE OF 90.68 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE N01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 24.35 FEET TO THE SOUTHWEST CORNER OF A PROPOSE UTILITY EASEMENT; THENCE N56°46'49"E ALONG THE SOUTHWEST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 82.41 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,404 SF MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

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 compensate the affected property owner for the Temporary Construction easement on the above described tract of land, at no cost.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2020.

Roger G. Steele, Mayor

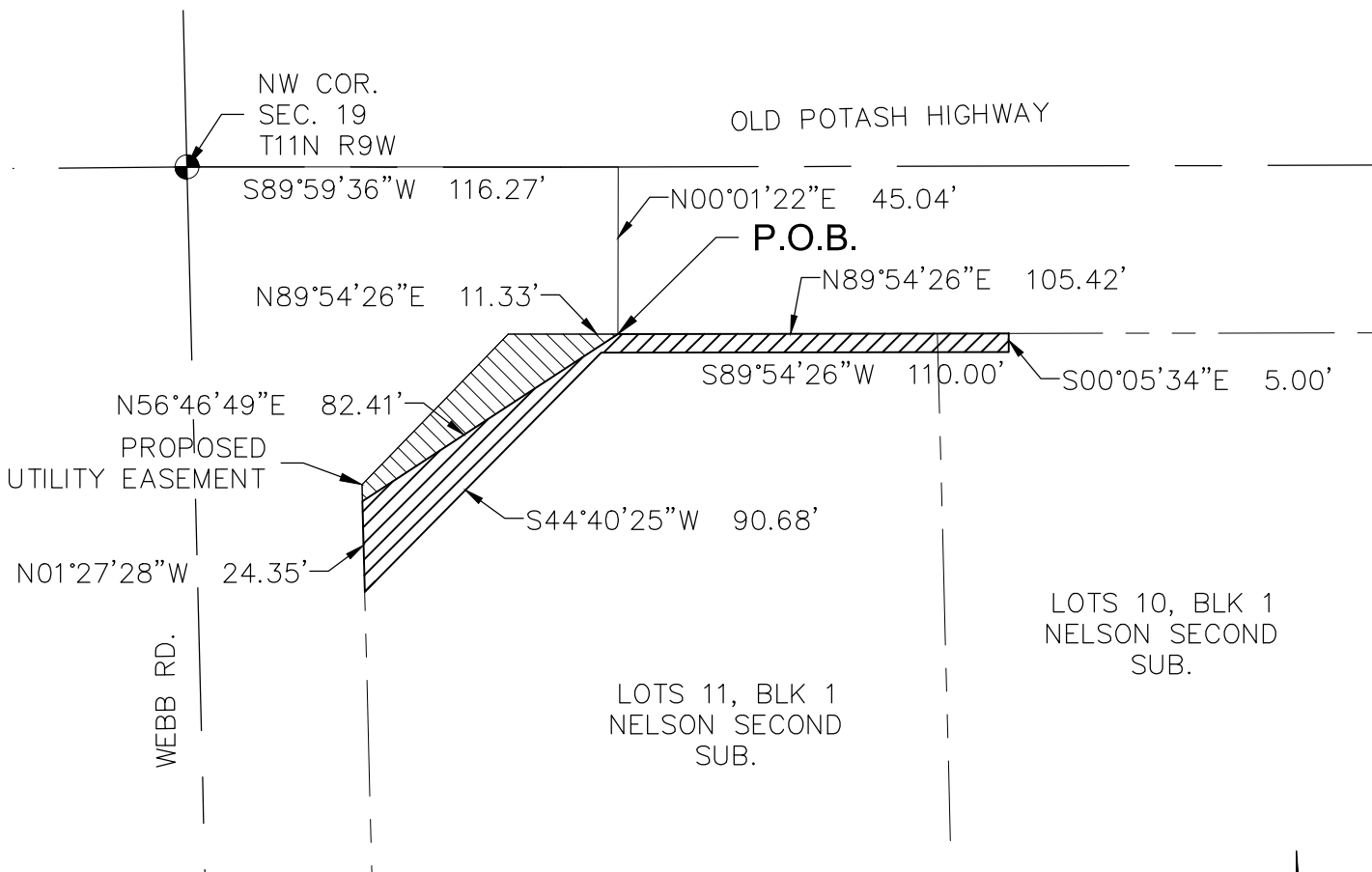
Attest:

RaNae Edwards, City Clerk

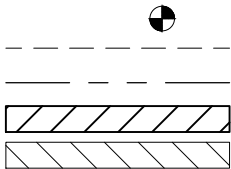
Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 27
OLD POTASH HIGHWAY PAVING IMPROVEMENTS



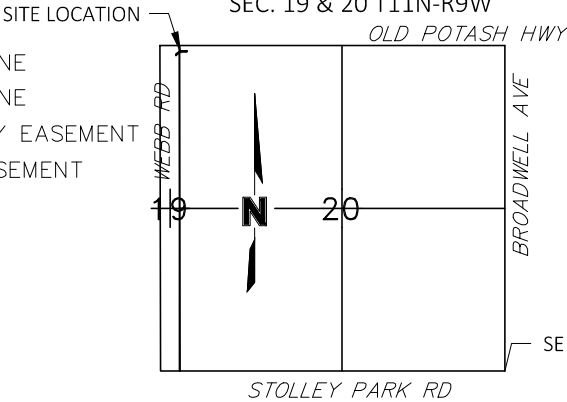
LEGEND



SECTION CORNER
EXISTING EASEMENT LINE
EXISTING PROPERTY LINE
PROPOSED TEMPORARY EASEMENT
PROPOSED UTILITY EASEMENT

LOCATION MAP

SEC. 19 & 20 T11N-R9W




SECTION TIES

NW CORNER T11N R9W
FND ALUM CAP @ CONC. SURFACE, ON CL OF E-W STREET
E 10 TO CL N-S ST.
SW 67.30 TO REDHEAD IN PWP
NW 81.26 TO REDHEAD IN PWP
NE 92.18 TO MAG NAIL IN PWP
SE 100.47 TO MAG AND WASHER IN PWP

TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 10 & 11, NELSON SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP NINETEEN (19) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M.; THENCE ON ASSUMED BEARING S89°59'36"W ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 116.27 FEET; THENCE S00°01'22"W A DISTANCE OF 45.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OLD POTASH HIGHWAY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°54'26"E ALONG THE NORTH LINE OF SAID LOTS 10 & 11, A DISTANCE OF 105.42 FEET; THENCE S00°05'34"E A DISTANCE OF 5.00 FEET; THENCE S89°54'26"W PARALLEL TO AND 5.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 10 & 11, A DISTANCE OF 110.00 FEET; THENCE S44°40'25"W A DISTANCE OF 90.68 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WEBB ROAD; THENCE N01°27'28"W ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 24.35 FEET TO THE SOUTHWEST CORNER OF A PROPOSE UTILITY EASEMENT; THENCE N56°46'49"E ALONG THE SOUTHWEST LINE OF SAID PROPOSED UTILITY EASEMENT, A DISTANCE OF 82.41 FEET TO A POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,404 SF MORE OR LESS.

PROJECT NO: 2017-3110	TEMPORARY EASEMENT		201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: LS				
DATE: 1.9.2020				



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-6

**#2020-106 - Approving Community Development Block Grant
Public Service Agreement with The Literacy Council**

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: April 28, 2020

Subject: Approving CDBG Contract #2018-8 with The Literacy Council

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In October 2018, the City of Grand Island was awarded an annual allocation of \$414,017 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2018, City Council approved the 2018-2019 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

As part of the 2018-2019 Annual Action Plan, the Community Development Division created a "Public Service" grant to be awarded to a Grand Island area non-profit service provider for the benefit of low-to-moderate income persons in the City of Grand Island.

On June 7, 2019 the Community Development Division released a "Notice of Available Funds" to Continuum of Care members and other non-profit groups. Application guidelines and the application for funds were available on the City's website. The application deadline was July 15, 2019. After internal review and communication with the Entitlement Stakeholders, it was recommended to award CDBG funds to The Literacy Council for their expansion of services.

The Literacy Council currently offers ESL and tutoring for adults, and life skills classes, with this expansion The Literacy Council plans to hire teachers to instruct group classes, and expand their Language Lab by adding additional equipment and software, with the recent purchase of a new building. This funding allocation will provide opportunities for non-English speaking individuals to learn the skills necessary to obtain employment, education and productivity within the community of Grand Island.

For these reasons, the City of Grand Island has allocated twenty thousand dollars and no cents (\$20,000) from the Community Development Block Grant program to assist the Literacy Council of Grand Island in their expansion of services. The Literacy Council will have twelve months to expend the allotted funds.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2018-8 with The Literacy Council and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2018-8 with The Literacy Council of Grand Island.

SUBRECIPIENT CONTRACT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING
ENTITLEMENT FUNDS

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 14th day of April, 2020 by and between the City of Grand Island ("City/Grantee,") and The Literacy Council of Grand Island ("Sub recipient,") witnesseth:

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a public service with the use of CDBG Fiscal Year 2019 Entitlement funding in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing the funds, and consistent with all provisions of this Agreement. Sub recipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Sub recipients part to be performed hereunder.

B. Program Delivery

The Literacy Council shall use Twenty thousand dollars and 00/100(\$20,000.00) of Community Development Block Grant funds for expansion of their Literacy and English proficiency services and programs, as submitted in the application for Community Development Block Grant (CDBG) funds dated (August 16, 2018) toward the goal of serving a low to moderate income persons within the city limits of Grand Island by providing literacy skills. The Literacy Council's various programs will serve at a minimum of 600 persons. Fifty-one percent (51%) of these persons will be of low to moderate income (below 80% of average medium income).

The major tasks the Sub recipient will perform include, but are not necessarily limited to the following:

- a. Provide educational literacy services to adults including but not limited to, literacy and English language services.
- b. Purchase and/or obtain the necessary furniture and office equipment needed to effectively serve new amount of clientele.
- c. Completely all necessary reporting including quarterly reporting, and income surveys on clientele.

C. National Objective Compliance

The Sub recipient certifies that the activity (ies) carried out under this Agreement will meet the following H.U.D. National Objective:

Benefit low- and/or moderate-income persons.

Failure by the Sub recipient to fulfill the National Objective may result in grant funds being disallowed and required to be returned to the City/Grantee.

D. Level(s) of Performance & Accomplishment - Goals and Performance Measures

- a. The Literacy Council is to provide quarterly reports on achievements and program impact to include
 - a. Number of households served
 - b. A summary of project progress
 - c. Client Demographics
 - d. Income surveys

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of units served, each unit being one person that receives services. The Sub-recipient will benefit a minimum of 100 persons, 51 persons served must be low to moderate income (80 % AMI or below) and 49 persons may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit
 Project Location: City of Grand Island
 Service Area: City of Grand Island
 Project: 2018-8
 Basic Eligibility Citation: 24 CFR 570.201
 Amount Funded: \$20,000.00

F. Performance Monitoring

The City/Grantee reserves the right to monitor and evaluate the progress and Performance of the Sub recipient to assure the terms of this agreement are being

satisfactorily met in accordance with HUD, City/Grantee and other applicable monitoring and evaluating criteria and standards. Sub recipient shall cooperate with the City/Grantee relating to such monitoring and evaluation. The City/Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. Substandard performance as determined by the City/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within a reasonable 90 days of time after being notified by the City/Grantee, Agreement suspension or termination procedures will be initiated.

G. Time of Performance

The Literacy Council shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between April 14, 2020 and April 13, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

H. Budget

The Literacy Council shall use Twenty Thousand Dollars &00/100 (\$20,000.00) of Community Development Block Grant funds provided for the expansion of services provided by the Literacy Council.

In addition, the City/Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City/Grantee. Any amendments to this budget must be approved in writing by the City/Grantee and Sub recipient.

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

a. Draw-down requests may be submitted to the Community Development

Administrator. Draw-down requests must be in writing and accompanied by acceptable documentation supporting the draw-down amount. Documentation should include, at a minimum, the following information:

- 1) Invoice itemizing amounts requested;
- 2) Supporting documentation for each item; and
- 3) Payroll slips or time cards, if applicable.

Additional documentation may be requested as needed for clarification. Payment requests require City/Grantee Council approval prior to disbursement.

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient committing or expending any Community Development Block Grant funds.. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

Housing projects will require environmental reviews to be conducted on each property as it is identified. If the Environmental Review requires mitigation, no funds may be expended until mitigation has been accomplished and certified as completed and meeting HUD minimum standards by an acceptable source to the City/Grantee. Documentation evidencing the Sub recipients' completion of its responsibilities and compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which furthers the purposes of the NEPA.

K. Procurement Standards and Code of Conduct

Documentation evidencing adoption of Procurement Standards and Code of Conduct equivalent to those established in 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR Part 570.

K. Fair Housing

Documentation that the Sub recipient has specifically provided a description of the actions they will take during the course of the grant to fulfill the requirements to affirmatively further fair housing. (Applicable to housing projects)

L. Implementation Schedule

CDBG Sub recipient to complete and submit to the City/Grantee the Implementation Schedule form.

L. Sources and Uses of Funds (if applicable)

not applicable

M. Other Special Conditions

Indenture of restrictive covenants, Davis Bacon sub recipient and contractor's meeting, Davis Bacon regulations apply.

N. Notices

Notices required by this Agreement shall be in writing and delivered via United States Postal Service mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following agreement representatives:

City/Grantee		Sub-recipient:	
City of Grand Island		The Literacy Council	
ATTN: Community Development Division		Karla McGeorge	
100 East First Street		312 N. Elm	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-5515
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

Any changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Sub-recipient and the City/Grantee. Changes to key Personnel assigned or their general responsibilities under this project are subject to notification and approval from the City/Grantee.

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to services to be performed under this Agreement. The City/Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Sub-recipient is an independent contractor. Sub-recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

C. Hold Harmless

Sub-recipient further agrees to indemnify, defend and hold harmless the City/Grantee, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties or attorney fees, arising from such injuries to persons, or damages to property, or based upon or arising out of the performance or non-performance of this Agreement by Sub recipient, or out of any violation of Sub recipient of any local, state, or federal statute, ordinance, rule or regulation.

D. Worker's Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage in the amount required by law, for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City/Grantee. The Sub recipient shall comply with the bonding and insurance requirements of 2 CFR 200, as now in effect and as may be amended from time to time.

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City/Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City/Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City/Grantee or Sub recipient from its obligations under this Agreement.

The City/Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City/Grantee and Sub recipient.

SECTION IV.

LIABILITY

Sub recipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this Agreement by Sub recipient, or by the conditions created thereby.

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

In accordance with 2 CFR 200, as now in effect and as may be amended from time to time, the City/Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by the Sub recipient to the City/Grantee reports that are incorrect or incomplete in any material respect; or
5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

In the event of agency financial instability, a default or violation of the terms of this Agreement by the Sub recipient, or failure to use the grant for only those purposes set forth, the City/Grantee may take the following actions:

A. Suspension for Cause

After notice to the Sub recipient, the City/Grantee may suspend the Agreement and withhold any further payment or prohibit the Sub recipient from incurring additional obligations of grant funds, pending corrective action by the Sub recipient or a decision to terminate.

B. Termination for Cause

This Agreement may be terminated, in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, if the Sub recipient materially fails to comply with any term of the Agreement or applicable federal regulations. The City/Grantee may terminate the Agreement upon ten (10) days written notice, together with documentation of the reasons therefore, and after an opportunity for a hearing is afforded. The determination of the City/Grantee as to the cause of termination and the appropriateness therefore shall be final and binding upon both City/Grantee and Sub recipient. In the event projects are delayed, the Sub recipient shall notify the City/Grantee in writing, informing the City/Grantee of the issues surrounding the delay of the project. In cases where the project is not moving forward, the City/Grantee shall notify the Sub recipient of termination of the funding. In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub recipient under this Agreement shall, at the option of the City/Grantee, become its property and the Sub recipient shall be entitled to receive just and equitable compensation for satisfactory work completed on such materials for which compensation has not previously been paid.

SECTION VI.

TERMINATION FOR CONVENIENCE

This Agreement may be terminated for convenience in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, by either the City/Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City/Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City/Grantee may terminate the award in its entirety.

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of

suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

SECTION VIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Records of the Sub recipient and reimbursable expenses pertaining to the Scope of Services and records of accounts between the City/Grantee and the Sub recipient shall be kept on a generally recognized accounting basis.

1. Accounting Standards

The Sub recipient agrees to comply with 2 CFR 200, as now in effect and as may be amended from time to time, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with 2 CFR 200, as now in effect and as may be amended from time to time. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation & Record Keeping

1. Records to be maintained

The Sub recipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
- h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet

eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years. The retention period begins on the date of submission of the City/Grantee’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data-if applicable

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such information shall be made available to City/Grantee monitors or their designees for review upon request. Such data shall include, but not be limited to:

- a) Client name;
- b) Client address;
- c) Members age or other basis for determining eligibility;
- d) Description of services provided;
- e) Dates services provided;
- f) Beneficiary information (ethnicity, income, sex, female head of household, elderly, disabled, etc.); and
- g) Residence Addresses.

Such information shall be made available to City/Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City/Grantee’s or Sub recipients responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the City/Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City/Grantee), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income. All financial records pertaining to this Agreement upon completion shall remain the property of the City/Grantee.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall immediately report to the City/Grantee all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. Program income generally means gross income received by the Sub recipient, directly generated from the use of CDBG funds, with some exceptions which are detailed in 24 C.F.R. §570.500. Program income includes, but is not limited to:

- a) Payments of principal and interest on loans made using CDBG funds;
- b) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- c) Proceeds from the disposition of equipment purchased with CDBG funds;
- d) Interest earned on program income pending its disposition; and
- e) Interest earned on CDBG funds held in a revolving loan fund's cash balance interest bearing account.

The use of program income by the Sub recipient must be approved by the City/Grantee prior to such use and must comply with the requirements set forth at 24 CFR 570.504. The Sub recipient may retain and use program income funds only for the activity (ies) approved under this Agreement. Program income funds should be held in a non-interest bearing account. If program income funds are held in an interest bearing account, any interest earned on the program income funds must be returned to the City/Grantee on a monthly basis. Receipt and expenditures of program income funds shall be reported, in writing, at the time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing any remaining grant funds.

In the event the Sub recipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub recipient of either approval or disapproval. At

conclusion of the Agreement period, or in the case of disapproval, all program income will be returned to the City/Grantee.

2. Payment Procedures

Draw-downs for the payment of eligible expenses and general administration items shall be made against the line item budgets specified in the Scope of Service, and in accordance with performance. Payments shall be made upon presentation of invoices that Sub recipient certifies are true and correct copies of payments due on behalf of the Sub recipient for an activity covered by this Agreement and made in accordance and compliance with the Scope of Service. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City/Grantee in accordance with advance fund and program income balances available in the Sub recipient account. In addition, the City/Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the City/Grantee on behalf of the Sub recipient. Payment may be suspended by the City/Grantee in the event of nonperformance by the Sub recipient. Payments may be contingent upon certification of the Sub recipients financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

D. Procurement

1. Compliance

The Sub recipient shall comply with current City/Grantee policies concerning the purchase of equipment and shall maintain inventory records of all nonexpendable property as defined by such policies as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City/Grantee upon termination of this Agreement.

a. OMB Standards

The Sub recipient shall procure all materials, property, or services and then shall subsequently follow all Property Standards as set out in and in accordance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, including but not limited to the requirements covering utilization and disposal of property.

b. Travel expenses

Travel and related expenses for travel outside the city limits of the City of Grand Island Nebraska shall not be paid with funds provided under this Agreement without prior written approval from the City/Grantee.

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the City/Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub recipients control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until thirty (30) years after expiration of this Agreement. Real property acquired or improved, in whole or in part, with funds under this Agreement between Seven Thousand and One Dollars (\$7,001) and Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after expiration of this Agreement.

3. Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired, or improved, with Community Development Block Grant funds, in accordance with the Scope of Service, the Sub recipient shall return the personal asset or real property to the City/Grantee, or pay to the City/Grantee, a sum equal to its fair market value, less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for the acquisition of, or improvement to, the asset or property. The Sub recipient shall transfer to the City/Grantee any Community Development Block Grant funds on hand at the time of expiration of this Agreement and any accounts receivable of Community Development Block Grant funds.

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and

either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

a) The Indenture of Restrictive Covenants shall terminate in the year designated in the Restrictive Covenant according to the terms stated in paragraph E above, based on the dollar amount of the funds granted, after the first day of the Compliance Period (such period being herein referred to as the "Compliance Period" or the "Extended Use Period"):

b) Notwithstanding paragraph "a" above, the Compliance period for any building that is part of the Project shall terminate on the date the Project is acquired by foreclosure or transferred by a deed or other instrument in lieu of foreclosure unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with Sub recipient a purpose of which is to terminate such Compliance Period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be:

- a. Transferred to the City/Grantee for the CDBG program, or
- b. Retained after compensating the City/Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

SECTION IX.

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and

C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

The Sub recipient hereby agrees to use Community Development Block Grant funds for the purposes authorized by the City/Grantee. The Sub recipient further hereby agrees to comply with the assurances, attached hereto and incorporated herein which are required by the U.S. Department of Housing & Urban Development for all Community Development Block Grant projects. These include Federal Labor Standards requirements.

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub recipient hereby agrees to comply with all applicable state, local and civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Sub recipient hereby agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in (42 USC 5309 (a)) are still applicable. Sub-recipients shall comply with state and local civil rights laws proscribing housing discrimination based on sexual orientation or gender identity.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with

assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The City/Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Approved Plan

The Sub recipient hereby agrees that it shall be committed to carry out pursuant to the City/Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City/Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owners Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms, "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its

agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub recipient will include the provisions of paragraphs, XI. A., Civil Rights, and XI. B., Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall

cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended (12 USC 1701u), and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City/Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Sub recipient certifies and hereby agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub

recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

This Agreement shall not be assigned or transferred by the Sub recipient without the prior written consent of the City/Grantee; provided however, that claims for money due or to become due to the Sub recipient from the City/Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished in writing to the City/Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City/Grantee prior to the execution of the agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to

the City/Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient hereby agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient hereby agrees to abide by the provisions of 2 CFR 200, as now in effect and as may be amended from time to time and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;

b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept

gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

The Sub recipient certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Sub recipient shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all Sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or City/Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient hereby agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient hereby agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that the activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 *et seq.* Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

SECTION XII.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XV.

WAIVER

The City/Grantee's failure to act with respect to a breach by the Sub recipient shall not result in a waiver of its right to act with respect to subsequent or similar breaches. The failure of the City/Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XVI.

ENTIRE AGREEMENT

The provisions set forth in Sections I-XVI, and all attachments of this Agreement constitute, the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall not be binding or valid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: City of Grand Island, Nebraska

Date _____ By _____

Roger G. Steele,
Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: The Literacy Council of Grand Island

Date _____ By _____
_____, Executive Director

Date _____ By _____
_____, Board President

RESOLUTION 2020-106

WHEREAS, the City of Grand Island, Nebraska was awarded a \$414,017 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2018-2019 Annual Action Plan; and

WHEREAS, The Literacy Council of Grand Island has been awarded a grant which makes use of CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2018-2019 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with The Literacy Council and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item G-7

#2020-107 - Approving Trail Agreement with the Nebraska Department of Transportation

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 28, 2020

Subject: Nebraska DOT Agreement to Construct Trail Connection under Hwy 281

Presenter: Todd McCoy, Parks and Recreation Director

Background

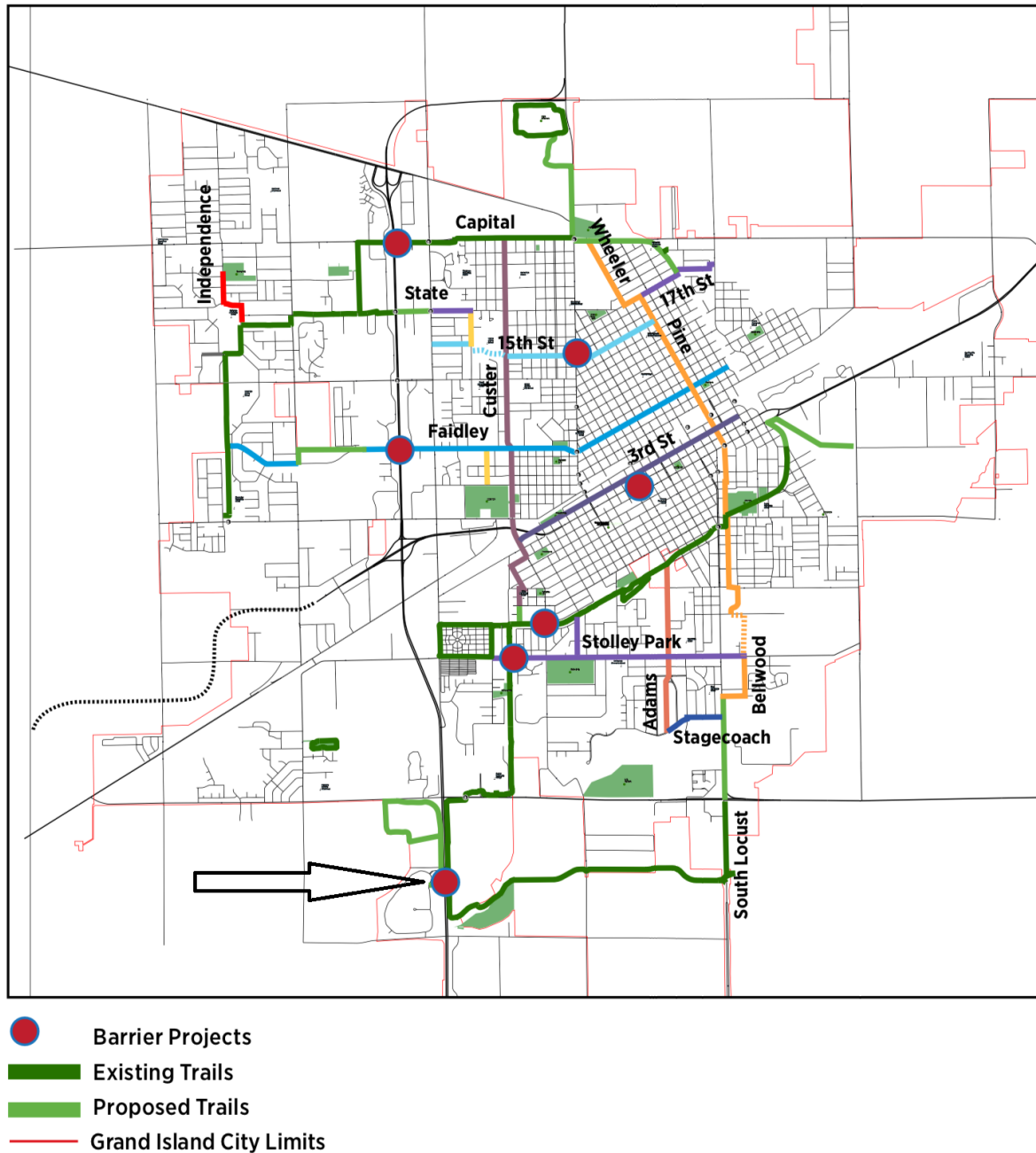
One of the main goals of the Grand Island Bike/Ped Master Plan is to remove or improve barriers that discourage people from walking or biking for transportation and recreation. The Bike/Ped Master Plan specifically identified Highway 281 as the top pedestrian barrier in Grand Island.

Phase one of the master plan recommends a project under Hwy 281 connecting the Stuhr Trail to a new privately constructed hospital development trail using an existing bridge over a drainage swale.



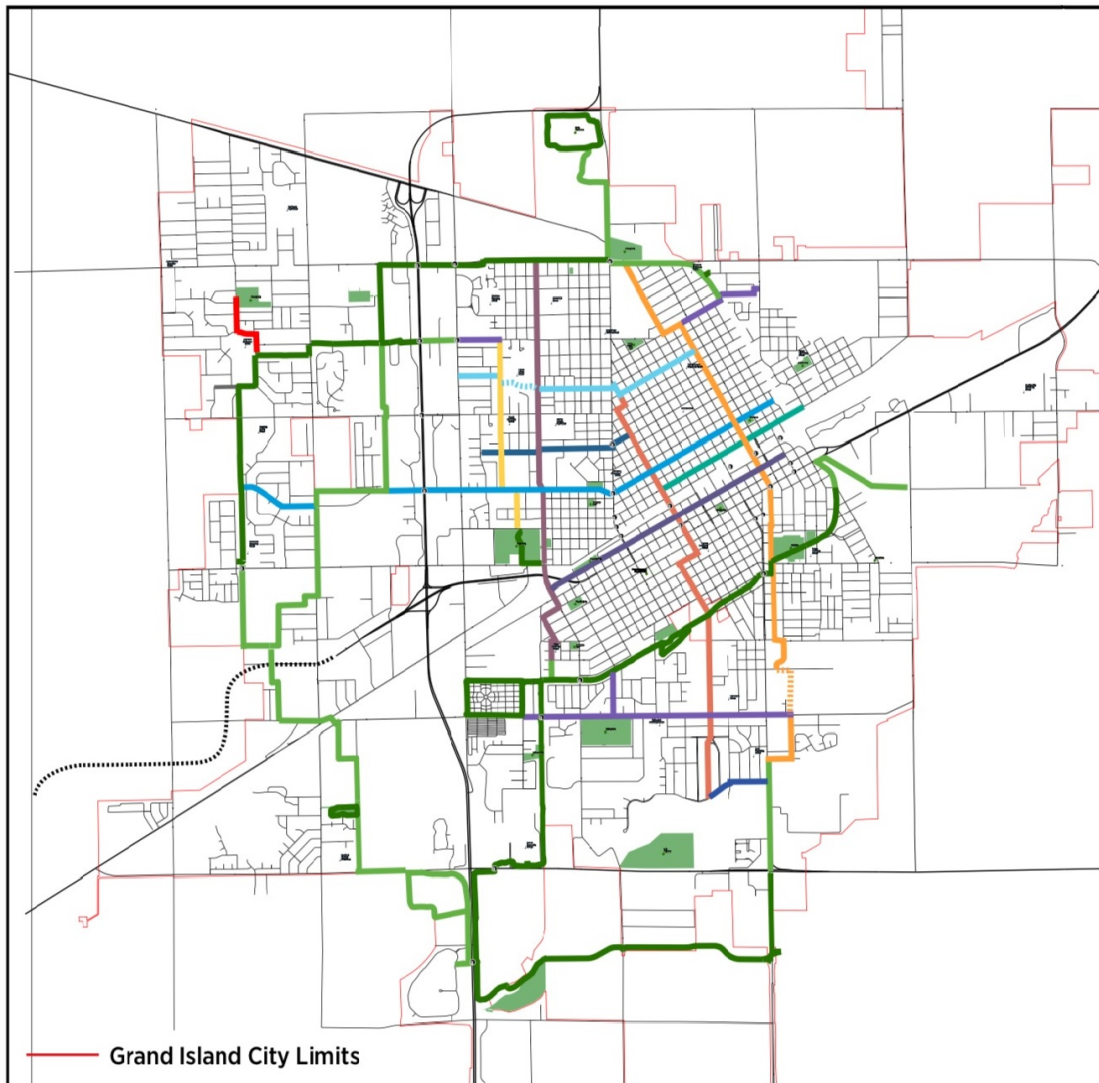
The image below illustrates the first phase of recommended projects. The below arrow indicates the barrier project under Hwy 281 south of town.

Figure 7.4: Basic Network: Phase 1 Diagram



The connection under Hwy 281 is valuable because it not only provides access across a major pedestrian barrier but is also a critical component of the overall connectivity of the network illustrated below.

Figure 7.6: Completed Basic Network



The timing of the proposed project is good because of the work currently underway to build the new hospital located at the corner of Husker Highway and Hwy 281. Private construction of a 10' trail in conjunction with the hospital development project is nearly complete.

Discussion

The first step for completing the Hwy 281 trail connection is to receive approval from the Nebraska Department of Transportation (NDOT) to complete the work under Hwy 281. An agreement between the NDOT and City of Grand Island is required for the approval.

A future City funded construction project of approximately \$20,000 will be the second step to connect the existing City trail east of Hwy 281 with the privately constructed trail to the west. If approved, Food and Beverage funds will be used for the project.

Alternatives

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

1. Approve the application.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approves the agreement with the Nebraska Department of Transportation (NDOT) to construct a trail connection under Highway 281.

Sample Motion

Move to approve the agreement with NDOT.

TRAIL AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
PONDEROSA TRAIL CONNECTION

THIS AGREEMENT is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Municipality plans to construct a hike-bike trail underneath Highway US-34, which will be constructed on State's right-of-way, at the location shown on Exhibit "A"; and

WHEREAS, the hike-bike trail is described generally as follows:

The work for the proposed Ponderosa Trail Connection will include grading and surfacing of a new trail that will be located under existing bridges located along Highway US-34 at State R.P. 230+55, at the location shown on the attached Exhibit "A". References in this Agreement to "Trail" or "Trail Project" include the trail and all associated appurtenances.

WHEREAS, Neb. Rev. Stat. § 39-1359 requires State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Trail will be located underneath US-34 within the right-of-way, therefore Municipality is required to obtain a permit to occupy the right-of-way for Trail; and

WHEREAS, pursuant to Neb. Rev. Stat. § 39-1339 Municipality shall be responsible for the maintenance of the Trail; and

WHEREAS, Municipality is willing to obtain and maintain in force insurance in the amounts required herein by State, or at least prove to State that Trail has been added to the areas covered by Municipality existing liability insurance coverage, for at least the part of the Trail located on or over the State highways; and

WHEREAS, Municipality is agreeable to being solely responsible for all costs and liability for the design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, or removal of the Trail; and

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Template T-AGR-14 (dated 1-18-17)

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, Municipality is agreeable to being solely responsible for all costs and liability for the design, construction, maintenance, operation, reconstruction, or removal of the Trail, and

WHEREAS, State is willing to permit the Municipality's work on and occupation of State's property so long as that work is completed at no cost or liability to State, and

WHEREAS, Municipality concurs that the future State roadway improvements and maintenance activities may adversely impact Trail and that all work to design, remove, relocate, construct, reconstruct, inspect, operate, repair or maintain Trail to accommodate State's work shall be accomplished solely at Municipality's cost; and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B".

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** -This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B" and incorporated herein by this reference
- 1.2 Renewal, Extension or Amendment** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 Duration** – The duration of this Agreement and the State's Permit to Occupy the State's right-of-way shall be twenty five years from the date of execution of the Agreement. At the completion of the twenty five year term, renewal for an additional twenty five year term shall be automatic unless the State notifies the Municipality one calendar year in advance of the end of the initial twenty five year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty five year term, this Agreement will terminate unless extended by supplemental agreement. The duration of

this agreement is subject to the State's right to reconstruct US-34 as described elsewhere in this Agreement.

1.5 Termination - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

Municipality plans to construct a hike-bike trail, a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A", attached and incorporated herein by this reference. The project includes grading and surfacing of a new trail that will be located under existing bridges located along Highway US-34 at State R.P. 230+55. References in this Agreement to "Trail" or "Trail Project" include the trail and all associated appurtenances.

SECTION 3. NO COST TO STATE

Parties expressly agree that this Agreement is executed for the benefit of Municipality and that the parties intend that all costs and liability for the design, construction, inspection, maintenance, operation, repair, reconstruction, and for the removal of the Trail and restoration of State property will be the sole responsibility of Municipality; and, except as expressly provided herein; shall be accomplished at no cost to State.

SECTION 4. FUNDING FOR TRAIL

Parties agree Municipality may seek Federal funding for the Trail. Nothing in this Agreement is intended to make the Municipality ineligible for such funding.

SECTION 5. PLANS PREPARATION

Municipality will prepare, or cause plans to be prepared for Municipality's Trail project. Municipality will design Trail to accommodate the existing highway drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State's highway drainage facilities. Municipality will, at Municipality's sole expense, design, construct and inspect the construction of Trail. Further, Municipality will design, construct, operate, inspect, repair and maintain Trail to conform to federal and state law and rule and regulation concerning accommodation of the disabled. Municipality will, at Municipality's sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Trail and restore State's property. When the plans for Trail are completed, Municipality will submit final plans and specifications to State for State's review. These plans shall include, but not be limited to, work zone traffic control, grading, structures, surfacing, drainage and erosion control work.

SECTION 6. PERMIT TO OCCUPY STATE'S RIGHT-OF-WAY

Municipality will submit to State an application for a permit to perform work on State's right-of-way and to occupy State's right-of-way including final plans for the Trail to State for review through State's right-of-way permit process prior to work occurring on State's right of way. Municipality will conduct no construction work on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this Agreement conflict with provisions of State's permit to occupy the State's right-of-way, the provisions of this Agreement shall govern. Terms of the permit(s) that are not affected by the terms of this Agreement will remain in full force and effect.

SECTION 7. CONTRACT LETTING AND CONTRACTOR INSURANCE

The Municipality will use a competitive bidding process to let to contract the work contemplated under this Agreement. Municipality shall require a performance and payment bond of its contractor in the amount of the bid and in the form set out on Exhibit "C" attached and hereby incorporated in this Agreement. The construction contract will be between Municipality and its selected construction contractor. State requires that Municipality contractor obtain and maintain in force for the life of Municipality contract insurance coverage meeting the requirements of Exhibit "D" attached and hereby incorporated in this Agreement. Contract bids from contractors who do not provide evidence of meeting the requirements of Exhibit "D" shall not be considered.

SECTION 8. CONSTRUCTION

Municipality will complete all aspects of Trail construction at its sole cost. State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State's cost. A decision on the part of State to inspect or not to inspect Municipality's work during the course of construction does not relieve Municipality of the responsibility to complete the work in accordance with the agreements of the Parties. Municipality shall blend the Trail project into State's existing highway property, as shown in the final plans. Municipality shall require its contractor to finish, restore, seed and properly finish the project so that the disturbed areas are restored consistent with the rest of the State's property.

SECTION 9. PROFESSIONAL SERVICES

The professional **design** services for work to be constructed on State's right-of-way under this Agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the plans and specifications and the issuing of a permit to construct the Trail does not constitute a waiver of liability. In the event the

professional **construction engineering** services for work to be constructed on State's right-of-way under this Agreement are not completed by State on behalf of Municipality, Municipality shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Trail does not constitute a waiver of liability.

SECTION 10. PROFESSIONAL PERFORMANCE

State will rely on the professional performance and ability of Municipality. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve Municipality from any liability or expense that would be connected with Municipality's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Municipality pursuant to this Agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from Municipality, damages that are caused by the Municipality due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Municipality the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, Municipality shall make such revisions without expense to State. The Municipality's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the Municipality will be borne by Municipality without liability or expense to State.

SECTION 11. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA

The Parties understand that portions of the Trail will be located on State's highway right-of-way and that the highways are subject to future roadway work which may adversely impact Trail. This Agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State.

- 11.1 The Parties further agree that all Trail work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of State's highway will be accomplished at Municipality's sole expense. Municipality is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. Municipality agrees that any work

required to satisfy the requirements of NEPA related to Trail on State's right-of-way will be accomplished at the sole financial responsibility of Municipality.

SECTION 12. INDEMNIFICATION AND MUNICIPALITY INSURANCE

12.1 INDEMNIFICATION

- 12.1.1 Municipality shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement.
- 12.1.2 State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting therefrom, that is caused in whole or in part, either directly or indirectly, by Municipality or any Municipality agents or representatives.
- 12.1.3 Municipality further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by Municipality or its agent, or anyone contracting with Municipality for such hereunder. State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Trail or the security of persons using the Trail and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by LPA or any LPA agents or representatives.

12.2 MUNICIPALITY INSURANCE

For the duration of this Agreement, Municipality shall carry at least the insurance required on Exhibit "E", attached and incorporated herein by this reference.

Municipality's insurance must specifically provide coverage for the Trail and the area of State property occupied by the Trail.

SECTION 13. TRAIL OWNERSHIP AND OPERATION RESPONSIBILITIES

- 13.1 Municipality shall be the owner of the part of the Trail that is located on State's property. State grants to Municipality, upon the issuance of a State permit, the right to construct, occupy, operate, inspect, repair, reconstruct (when necessary) and maintain its' Trail on State's property. Municipality agrees, at no cost to the State, to be solely responsible for the operation (including security of Trail users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Trail to its as-constructed condition.
- 13.2 Municipality is also responsible for damage to Trail caused by vehicle crashes, vandalism, or other acts or omissions. Municipality further agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Trail. Municipality shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Trail. Permission to use State's right-of-way to perform maintenance of the Trail is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

SECTION 14. PROTECTION OF UTILITIES

Municipality will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of Municipality under this Agreement.

SECTION 15. NOTICE TO STATE

The Municipality will notify the Office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- 15.1 Forty eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- 15.2 Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- 15.3 Upon completion of the construction.

SECTION 16. ADDITIONAL MUNICIPALITY DUTIES

The Municipality further agrees:

- 16.1 To complete the construction of the Trail according to the plans and specifications reviewed by State.
- 16.2 To present for review by State any changes to the reviewed construction plans prior to initiating the change.
- 16.3 To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- 16.4 To notify in writing State's Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- 16.5 That State retains the authority to make future changes to State's highway including changes to Municipality's Trail as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate State's highway, must change the Trail, Municipality shall be solely responsible for the design, modification or reconstruction of Municipality's Trail, or the cost thereof, to accommodate State's highway changes and for temporary construction to allow the State's work to progress. The Municipality will be responsible for any damages to State resulting from the delay in completing a highway improvement, including but not limited to:
 - (i) further deterioration of the roadway or its appurtenances, and
 - (ii) inflation in the cost of a highway improvement, and
 - (iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for Municipality to relocate Trail, Municipality will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of State's highway. The Municipality will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Trail.

- 16.6 To be solely responsible for any claims, damages, or lawsuits related to the operation of the Trail constructed as a part of Municipality's project.
- 16.7 Municipality shall be responsible for the part of the Trail crossing at grade, over and along the Highway as if Municipality owned the land on which Trail is located.

SECTION 17. ADDITIONAL STATE DUTIES

State agrees:

- 17.1 To retain responsibility for the future design, construction, reconstruction, maintenance and operation of the State's highway.
- 17.2 To review the plans and permit application and, if appropriate, to issue a permit to construct, operate, repair, maintain, reconstruct and, if necessary, remove the Trail along State's highway.
- 17.3 To respond in a timely manner to requests for review of plan changes and reviews of the work.
- 17.4 To notify Municipality one year in advance of construction of a project that may require reconstruction of a part or whole of Trail.

SECTION 18. TERMINATION OF AGREEMENT

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- 18.1 Municipality abandons Trail. For the purpose of this Agreement, "Abandon" shall be considered to occur in the event of any of the following:
 - 18.1.1 Municipality notifies State that it is abandoning Trail.
 - 18.1.2 Municipality fails to maintain in effect the insurance required by this Agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
 - 18.1.3 Municipality fails to design and construct Trail within three (3) years of the execution of this Agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day

period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.

- 18.1.4 Municipality fails to maintain, operate, repair, or restore Trail and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.5 Municipality fails to, if necessary, reconstruct Trail within three (3) years following the removal of the Trail or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.6 Other than specifically provided in this section, Municipality fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.7 Municipality fails to make adjustments to Trail as necessary to provide for State's design, operation, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance

or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.

- 18.2 Municipality's Trail adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and appurtenances thereto.
- 18.3 Municipality fails to construct Trail in accordance with the approved plans and State's permit.
- 18.4 Municipality fails to follow the contracting provisions required by this Agreement.
- 18.5 State or Federal law, rule or regulation effects a change in the statutory environment which renders this Agreement or parts thereof void.
- 18.6 State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this Agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to Municipality a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, Municipality will within 180 days perform the duties and responsibilities under SECTION 20, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and peaceably surrender the premises to State.

In the event Municipality does not so surrender the premises, State may enter upon the same by due process of law and expel Municipality and repossess and enjoy the premises as though the Term had expired; provided, however, that nothing in this Agreement shall preclude Municipality from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event, Municipality shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply and State will be entitled to the possession of the premises when the reconstruction of State's highway requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, Municipality may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and Municipality will within 180 days perform the

duties and responsibilities under SECTION 20, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and then peaceably surrender the premises to State.

SECTION 19. COMPLIANCE WITH LAW

The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this Agreement or not disclosed or addressed in this Agreement shall be the responsibility of the Municipality and such compliance shall be accomplished at no cost to the State.

SECTION 20. NOT A JOINT VENTURE

The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

SECTION 21. RESTORATION OF STATE'S RIGHT-OF-WAY

Municipality shall remove Trail and restore State's right-of-way to its pre-existing condition (1) at the end of the term of the Agreement, (2) in the event the Trail is abandoned by Municipality or, (3) State or Municipality terminates this Agreement. In the event Municipality fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at Municipality's sole expense. Municipality shall reimburse State for all costs associated with the performance of this work.

SECTION 22. NOT A WAIVER OF IMMUNITY.

The parties intend that, to the maximum extent permitted by law, this Agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. § 13-910) or the State Tort Claims Act (Neb. Rev. Stat. § 81-8,219).

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 24. ENTIRE AGREEMENT

This Agreement, supplements hereto, and any permit to occupy State's right-of-way constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained in these instruments, and these instruments supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 2019.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer

Date

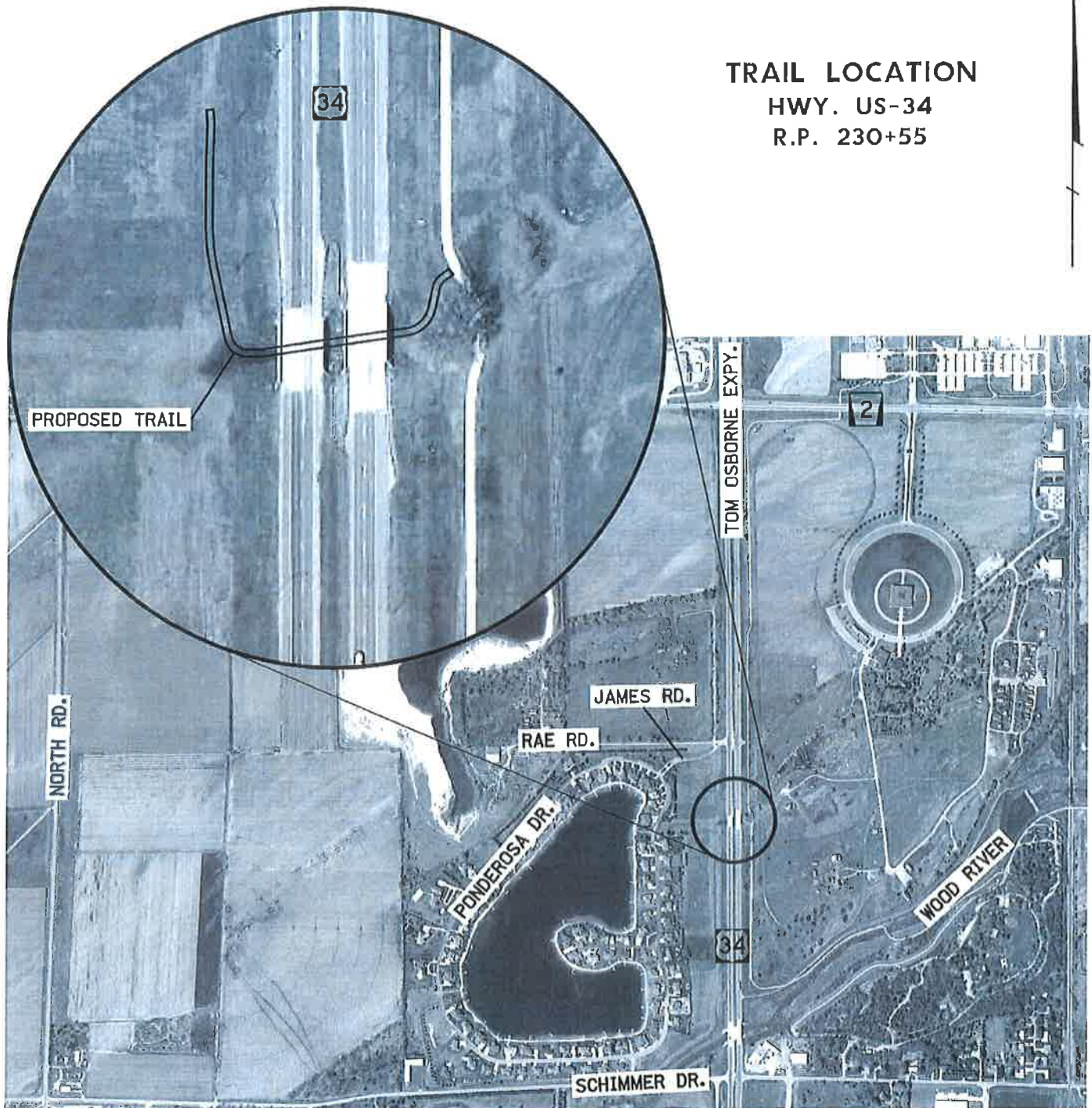
Ponderosa Trail Connection

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Agreement No. XL1918

PONDEROSA TRAIL CONNECTION

HALL COUNTY
NEBRASKA

TRAIL LOCATION
HWY. US-34
R.P. 230+55



GRAND ISLAND, NE
UNDERCROSS FOR HIKE/BIKE TRAIL

EXHIBIT "A"

Letting:
Call:
Contract ID:

Project No.:

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as principal,

and _____ as sureties, are held and firmly bound unto the Department of Transportation of the State of Nebraska, in the penal sum of \$ _____ dollars and for the payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date _____, A.D. 20 _____

The condition of the obligations is such that whereas, the above bounden _____ of _____, has been awarded by the Department of Transportation of the State of Nebraska, the various groups of work, including all items contained in each specified group of work being groups numbered: _____ on Project No. _____ in _____ County(ies), Nebraska copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said _____ as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden _____ of all overpayments made to said principal by the Department of Transportation, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, on wages paid to individuals employed in the performance of the contract including those performing under subcontract which may accrue, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this _____ day of _____, 20 _____

Surety

Attorney-in-Fact (Signature)

Principal (Signature)

Attorney-in-Fact (Printed Name)

Principal (Printed Name)

Agency Business Name

Title

Agency Business Address

Phone Number

107.15 -- Liability Insurance

1. Prior to execution of the contract, the Contractor shall obtain insurance coverage to fully protect it from loss associated with the work, and have at a minimum the insurance described below:
 - a. General Liability:
 - (1) Limits of at least:
 - (i) \$ 1,000,000 per Occurrence
 - (ii) \$ 2,000,000 General Aggregate
 - (iii) \$ 2,000,000 Completed Operations Aggregate
 - (iv) \$ 1,000,000 Personal and Advertising Injury
 - (2) Contractor shall be responsible for the payment of any deductibles.
 - (3) Coverage shall be provided by a standard form Commercial General Liability Policy (CG0001 or equivalent) covering bodily injury, property damage including loss of use, and personal injury.
 - (4) The General Aggregate shall apply on a Per Project Basis.
 - (5) The State of Nebraska, Department of Transportation, shall be named as an Additional Insured on a primary and non-contributory basis including completed operations for three (3) years after final acceptance and payment.
 - (6) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
 - (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - (8) If work is being performed near a railroad track, the 50' railroad right-of-way exclusion must be deleted.
 - (9) Products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of three years after final acceptance and payment.
 - (10) Coverage shall be included for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
 - (11) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from

EXHIBIT "D"
Sheet 1 of 5

products and completed operations as per standard CG0001 Pollution Exclusion or equivalent. If the standard pollution exclusion as provided by CG0001 has been amended, coverage must be substituted with a separate Pollution Liability policy of \$1.0 million per occurrence and \$2.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Contractor.

b. Automobile Liability:

- (1) Limits of at least:
 - (i) \$ 1,000,000 CSL per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non Owned Autos.
- (3) If work is being performed near a railroad track, the 50-foot railroad right-of-way exclusion must be deleted.
- (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation, shall be added to the policy.
- (5) Automobile liability coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.

c. Workers' Compensation:

- (1) Limit: Statutory coverage for Nebraska and for any other State in which the project is located.
- (2) Employer's Liability limits:
 - (i) \$500,000 Each Accident
 - (ii) \$500,000 Disease – Per Person
 - (iii) \$500,000 Disease – Policy Limit
- (3) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to the policy.
- (4) Workers' compensation coverage shall be obtained from an insurance carrier who is licensed in Nebraska and any other State in which the project is located.
- (5) Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

EXHIBIT "D"
Sheet 2 of 5

- d. Umbrella/Excess:
- (1) Limits of at least:
 - (i) \$1,000,000 per Occurrence
 - (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Automobile Liability.
 - (3) The State of Nebraska, Department of Transportation, shall be an "Additional Insured."
 - (4) Contractor agrees to waive its rights of recovery against the State of Nebraska, Department of Transportation. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.
- e. Pollution Liability:
- (1) When "hazardous wastes" or contaminated or polluted materials must be handled and/or moved, the Contractor shall obtain Pollution Liability Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - (2) If, during the course of construction, hazardous wastes, contaminated or polluted material are discovered on the project, the Contractor shall immediately cease any operation that may disturb these materials, and shall immediately notify the Engineer of all facts related to the discovery of these materials.
 - (3) Unforeseen work related to the discovery of hazardous, contaminated or polluted materials on the project, and the extra cost, if any, of pollution liability coverage will be handled as "extra work."
- f. Additional Requirements:
- (1) The Contractor shall provide and carry any additional insurance required by the Special Provisions.
 - (2) Except as otherwise provided herein, all insurance shall be kept in full force and effect until after the State releases the Contractor from all obligations under the contract.
 - (3)
 - (i) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor or subcontractors (at any tier) to cover all operations.
 - (ii) Approved trucking subcontractors (at any tier) who are being utilized only for the purpose of hauling materials shall be exempt from the requirements of Paragraphs 1.a., 1.d. and 1.e. of Subsection 107.15.

EXHIBIT "D"
Sheet 3 of 5

- (iii)
 - (a) When a Contractor or subcontractor chooses to employ a trucker by carrying the driver on his or her payroll and entering into a lease agreement for the truck, the owner-operator of the truck shall be required to comply with the Automobile Liability provisions of Paragraph 1.b. of Subsection 107.15
 - (b) Furthermore, it shall be the duty of the Prime Contractor to ensure that the owner-operator of the truck has such insurance in effect. The Prime Contractor shall maintain evidence that any truckers so utilized (at any tier) are insured to the minimum limits specified and be able to furnish documentation of the same on demand.
 - (c) Failure to ensure that insurance coverage exists and failure to maintain evidence thereof shall be considered a breach of the contract.
- (4) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (5) Prior to execution of the contract, Contractor shall provide the State of Nebraska, Department of Transportation evidence of such insurance coverage in effect in the form of an ACORD® (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance shall show the Nebraska Department of Transportation as the certificate holders.
- (6) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- (7) The limits of coverage set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Contractor, subcontractor, or tier subcontractors of any responsibility or liability under the contract.
- (8) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

EXHIBIT "D"
Sheet 4 of 5

- (9) For so long as insurance coverage is required under this agreement, the Contractor shall have a duty to notify the State of Nebraska Department of Transportation (State) when the Contractor knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be cancelled or terminated. The Contractor must forward any pertinent notice of cancellation or termination to the State by mail (return receipt requested), hand-delivery, email, or facsimile transmission within 2 business days of receipt by Contractor of any such notice by an insurance carrier. Notice shall be sent to the State at the following address:

Nebraska Department of Transportation
Construction Division -- Insurance Section
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854
NDOT.ConstructionInsurance@nebraska.gov

EXHIBIT "D"
Sheet 5 of 5

INSURANCE REQUIREMENTS FOR TRAILS ON STATE PROPERTY

Trail Owner agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to Trail Owner's duties under this Agreement to construct, operate, maintain, inspect, repair and reconstruct a trail on State highway right-of-way,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Trail Owner from loss associated with the Trail Owner's duties. Also, Trail Owner shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 2,000,000 Per Occurrence
- \$ 4,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Trail Owner shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply only to the subject trail.
- The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any part of Trail is located near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for Trail Owner to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall

Exhibit "E"
Sheet 1 of 3

be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Trail Owner.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is

located. Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to, or included in, the policy

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

Exhibit "E"
Sheet 2 of 3

- The State of Nebraska, Department of Roads, shall be an "Additional Insured".
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the State in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s), to be issued at least annually.
- For so long as insurance coverage is required under this agreement, the Trail Owner shall have a duty to notify the State when the Trail Owner knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Trail Owner must forward any pertinent notice of cancellation or termination to the State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Trail Owner of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Transportation
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Trail Owner or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Trail Owner or its subcontractors, or tier subcontractors of any responsibility or liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification applicable to this work or contract, the greater limit or coverage requirement shall prevail.

Exhibit "E"
Sheet 3 of 3

RESOLUTION 2020-107

WHEREAS, one of the main goals of the Grand Island Bike/Ped Master Plan is to remove or improve barriers that discourage people from walking or biking for transportation and recreation; and

WHEREAS, the first step for completing the Hwy 281 trail connection is to receive approval from the Nebraska Department of Transportation (NDOT) to complete work under Hwy 281; and

WHEREAS, the City of Grand Island and the Nebraska Department of Transportation (NDOT) wish to enter into a Trail Agreement to connect the Stuhr Trail to a new privately constructed hospital development trail using an existing bridge over a drainage swale; and

WHEREAS, future City funding costs will be paid with Food and Beverage funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to sign the attached Trail Agreement between the City of Grand Island and the Nebraska Department of Transportation (NDOT).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item I-1

#2020-108 - Consideration of Payment to Jackrabbit Run Golf Pro and Concessionaire during the Golf Course Closure

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: April 28, 2020

Subject: Payment to Jackrabbit Run Golf Pro and Concessionaire during Golf Course Closure

Presenter(s): Jerry Janulewicz, City Administrator

Background

Due to Coronavirus Transmission concerns, Jackrabbit Run Municipal Golf Course was closed to the public effective March 31, 2020. Mr. Don Kruse, the golf pro and concessionaire at the golf course, is requesting that he be paid by the City \$1,250 per week retroactive to March 31, 2020 and continuing until such time as the golf course is reopened to the public.

Discussion

Mr. Kruse and the City entered into a Golf License Agreement effective March 29, 2017 (the Agreement) for a period of one year with automatic renewals on an annual basis unless notice of non-renewal is given at least 120 days prior to the end of the then current term. Kruse was granted an exclusive license to operate business concessions and rendering professional golf services including sales of alcohol, public relations, teaching, coaching, promotion of golf play, leagues and tournaments, pull carts, sales and rental of equipment from the pro shop, and operation of the driving range and facilities. He receives commissions and/or bonuses from operation of the snack bar, pro shop, alcohol sales, golf lessons, green fees, driving range, and golf cart rental. Kruse is responsible for hiring and paying necessary personnel. The City is responsible for maintenance of the course and other facilities. To compensate him for his lost income, Mr. Kruse is asking the City to pay him \$1,250 per week which is about 25% of what he estimates would be his net income if the course was open.

Due to Coronavirus related directed health measures, City Administration is anticipating tax receipts will fall short of budgeted revenues. Due to the expected revenue shortfall, Department Directors were instructed to reduce expenses. On April 3, 2020, 23 full time and part time library employees were separated from employment through a reduction of force resulting in a vacancy savings of approximately \$17,700 per week. There have also been reductions in seasonal employees and reassignment of others in an effort to reduce

personnel expenses. Administration does not recommend approval of the request from Mr. Kruse.

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 does not recommend approval.

Sample Motion

No motion.

RESOLUTION 2020-108

WHEREAS, the City of Grand Island operates Jackrabbit Run Municipal Golf Course utilizing, in part, the services of Don Kruse as golf pro and concessionaire; and

WHEREAS, Jackrabbit Run was closed to public access on March 31, 2020 due to Coronavirus transmission concerns; and

WHEREAS, a date for reopening Jackrabbit Run has not been determined as the closure period is dependent upon the spread and course of the Coronavirus pandemic in the community; and

WHEREAS, closure of Jackrabbit Run is resulting in economic hardship and uncertainty for the golf pro concessionaire who receives income from commissions and sales of concessions at the golf course.

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

The City shall pay Don Kruse, golf pro and concessionaire at Jackrabbit Run Municipal Golf Course, \$1,250 per week retroactively commencing March 31, 2020 and continuing until the Jackrabbit Run Municipal Golf Course is reopened to the public or until further action of the City Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item I-2

**#2020-109 - Consideration of Approving the City Applying for
2020 Build Grant in Partnership with the State of Nebraska
Department of Transportation and Central Nebraska Transload**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Planning/Community Development/GIAMPO
Meeting: April 28, 2020
Subject: 2020 Build Grant Application
Presenter(s): Chad Nabity, AICP

Background

The Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94, December 20, 2019) ("FY 2020 Appropriations Act") appropriated \$1 billion to be awarded by the Department of Transportation ("DOT") for National Infrastructure Investments. This appropriation stems from the program funded and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") and is known as the Better Utilizing Investments to Leverage Development, or "BUILD Transportation Grants," program. Funds for the FY 2020 BUILD Transportation grants program are to be awarded on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact.

Discussion

The Nebraska Department of Transportation (NDOT) in collaboration with Quetica, is in the final stages of completing a Freight Plan for the State of Nebraska. As part of that planning process they have identified an opportunity to expand multi-modal freight opportunities in Grand Island and the surrounding region with the expansion of Central Nebraska Transload (CNT) located at 1213 and 1215 E. U.S. Highway 30. The State, NDOT, has requested that the City consider submitting an application for a 2020 Build Transportation Grant. Quetica and NDOT will write the grant application but have requested that the City submit the application. The application as proposed will not require any matching funds and applicants may apply for up to \$25,000,000. Based on the current estimate the improvements to CNT would cost approximately \$15,000,000. Administrative costs for the grant are reimbursable through the grant.

Quetica and NDOT have determined that with this investment in CNT is likely that businesses within 200 miles of Grand Island could conservatively save up to \$41.3 million per year in transportation costs by utilizing a combination of cargo consolidation and transload from rail to trucks. This could also reduce the number of long haul trucks within that same 100 mile radius. It would, however, likely increase the number of short

haul trucks to and from the CNT site. This would also create additional short haul trucking jobs most likely based in Grand Island or nearby.

Alternatives

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

1. Accept the Intent to apply for Grant funds from the United States Department of Transportation “BUILD” Grant
2. Do not accept the Intent to apply for Grant funds from the United States Department of Transportation “BUILD” Grant

Recommendation

City Administration recommends that the Council accept the Intent to apply for Grant funds from the United States Department of Transportation “BUILD” Grant

Sample Motion

Move to accept Intent to apply for Grant funds from the United States Department of Transportation “BUILD” Grant and authorize the Mayor to sign any necessary documentation to support the application.

RESOLUTION 2020-109

WHEREAS, The Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94, December 20, 2019) (“FY 2020 Appropriations Act”) appropriated \$1 billion to be awarded by the Department of Transportation (“DOT”) for National Infrastructure Investments.; and

WHEREAS, This appropriation stems from the program funded and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”) and is known as the Better Utilizing Investments to Leverage Development, or “BUILD Transportation Grants,” program.; and

WHEREAS, on March 03, 2020 a Notice of funding Opportunity was posted by the Department of Transportation (“DOT”) for infrastructure projects; and

WHEREAS, the Nebraska Department of Transportation has identified a Grant opportunity in Grand Island through their State Freight Plan and requested that the City participate in the application process; and

WHEREAS, there is no anticipated cost to the City of making the grant application; and

WHEREAS, the Nebraska Department of Transportation and their consultant Quetica will complete the grant application; and

WHEREAS, the United States Department of Transportation requires approval of City Council before submission of the final version of Application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves the intent to submit an application to the United States Department of Transportation; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, April 28, 2020

Council Session

Item J-1

Approving Payment of Claims for the Period of April 15, 2020 through April 28, 2020

*The Claims for the period of April 15, 2020 through April 28, 2020 for a total amount of \$6,184,700.00.
A MOTION is in order.*

Staff Contact: Patrick Brown