
City of Grand Island



Tuesday, May 12, 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 - Hall County
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, May 12, 2020

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - Intersection of Jessie and Ellie Drive - Dana Point Development Corp.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 12, 2020

Subject: Acquisition of Utility Easement – Intersection of Jessie and Ellie Drive – Dana Point Development Corp.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire a fifteen (15) foot utility easement relative to the property of Dana Point Development Corporation, located through a part of Lot Four (4) and Lot Five (5), all in Block Two (2), McCoy Meadows Subdivision (the intersection of Jessie and Ellie Drive), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair water infrastructure.

Discussion

Dana Point Development Corporation is developing the new McCoy Meadows Subdivision and has requested an easement for the water main infrastructure. A new 8" ductile iron water main will be installed east and north of the intersection of Jessie and Ellie Drive to serve as a tie connection to an existing 8" water main. The proposed easement tract will allow the Utilities Department to access, operate, and maintain the water infrastructure at this location.

Alternatives

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

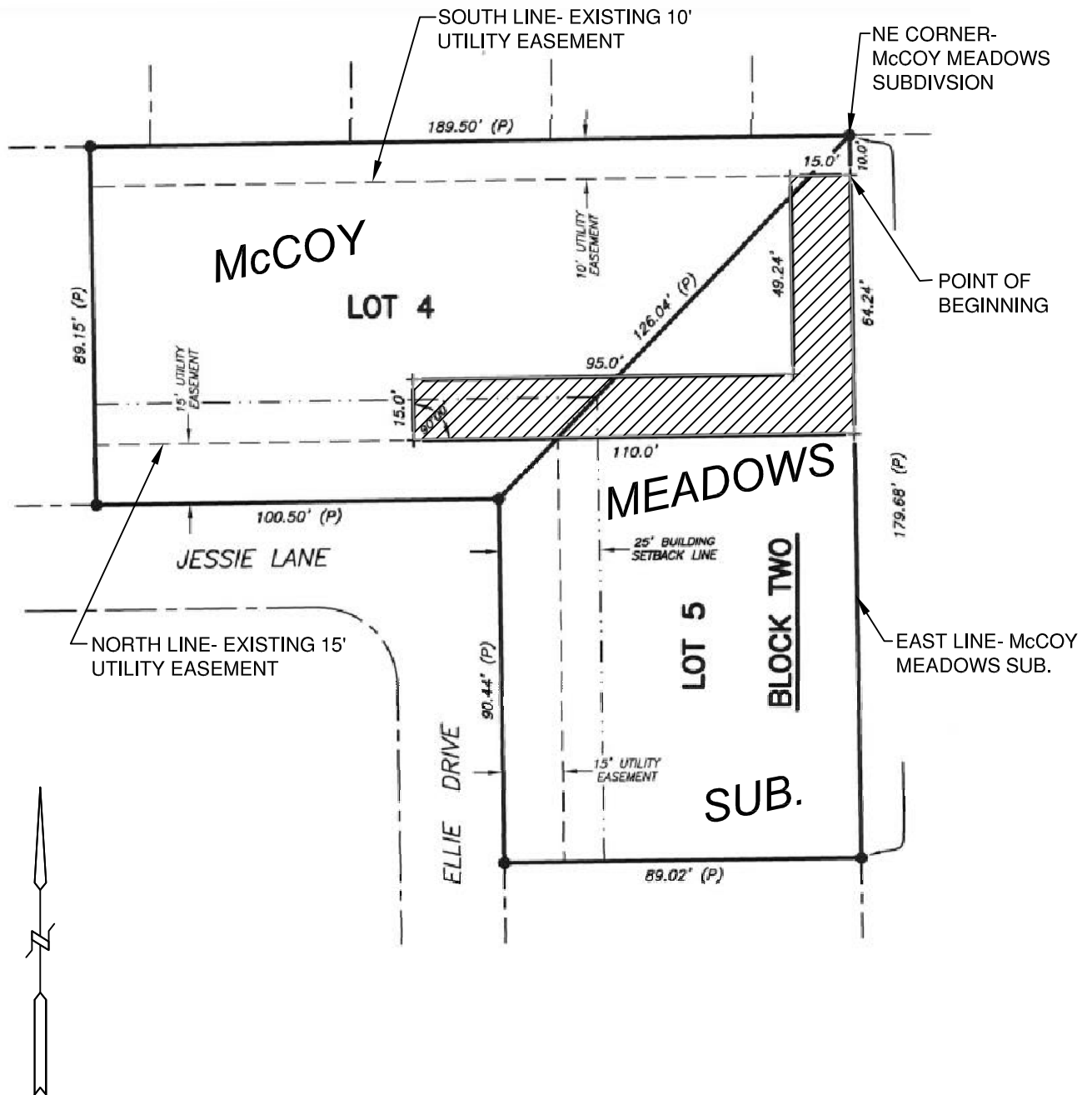
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DATE: 4/2/2020 FILE: McCoy



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item E-2

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (City of Grand Island Utilities Roger's Reservoir- 3990 W Old Potash Highway & Substation B- South of Faidley Avenue, West of Diers Avenue)

Council action will take place under Consent Agenda item G-6.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 12, 2020

Subject: Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (City of Grand Island Utilities Roger's Reservoir- 3990 W Old Potash Highway & Substation B- South of Faidley Avenue, West of Diers Avenue)

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

Public right-of-way 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 with the property owner for such acquisitions, at no cost to the City.

<i>Property Owner</i>	<i>Legal Description</i>
City of Grand Island Utilities Roger's Reservoir	<p>A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼, SW ¼) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHWEST CORNER (SW) CORNER OF SECTION 13, POINT ALSO BEING THE SOUTHWEST CORNER OF PART OF SW 1/4 SW 1/4 OF SECTION 13 T11N R10W OF THE 6TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING N01°40'18"W ALONG THE WEST LINE OF SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 13, A DISTANCE OF 433.00 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 153, PAGE 366, DATED MARCH 25, 1867 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE; THENCE N88°43'42"E ALONG THE NORTH LINE OF SAID DEEDED TRACT, A DISTANCE OF 45.00 FEET; THENCE S01°40'18"E PARALLEL TO AND 45.00 FEET EAST OF THE WEST LINE OF SAID SW 1/4 OF SEC. 13, A DISTANCE OF 177.70 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 015°16'08", A RADIUS OF 708.00 FEET, A CHORD BEARING OF S09°18'22"E WITH A CHORD DISTANCE OF 188.12 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 037°14'25", A RADIUS OF 55.00 FEET, A CHORD BEARING OF S35°33'38"E WITH A CHORD DISTANCE OF 35.12 FEET; THENCE N88°43'42"E PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SW 1/4 OF SEC. 13, A DISTANCE OF 343.78 FEET TO A POINT ON THE EAST LINE OF SAID DEEDED TRACT; THENCE S01°43'28"E ALONG THE EAST LINE OF SAID DEEDED TRACT, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SW 1 / 4 OF SEC. 13, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID DEEDED TRACT, THENCE S88°43' 42"W ALONG THE SOUTH LINE OF SAID SW 1/4 OF SEC. 13, SAID LINE ALSO BEING THE SOUTH LINE OF SAID DEEDED TRACT, A DISTANCE OF 433.40 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 37,501 SF, OF WHICH 27,502 SF ARE EXISTING AND 9,999 SF ARE NEW.</p>
City of Grand Island Utilities Roger's Reservoir	<p>A TRACT OF LAND CONSISTING OF AN UNPLATTED PARCEL AS DESCRIBED IN BOOK 112, PAGES 111 THROUGH 126, LOCATED IN THE SW ¼ OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE</p>

	<p>TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION THIRTEEN (13) RANGE ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., THENCE ON AN ASSUMED BEARING OF S01°37'46"E ALONG THE EAST LINE OF THE SW ¼ OF SEC. 13, A DISTANCE OF 199.64 FEET; THENCE S89°10'24"W A DISTANCE OF 200.07 FEET; THENCE N01°34'45"W A DISTANCE OF 200.12 FEET; THENCE N89°18'42"E A DISTANCE OF 199.91 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 39,970 SF.</p>
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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 acquisitions of the public right-of-way from the affected property owner, at no cost to the City.

Sample Motion

Move to approve the acquisitions.



RIGHT-OF-WAY ACQUISITIONS

2019-P-1 OLD POTASH HIGHWAY & CLAUDE ROAD PAVING IMPROVMENTS
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item E-3

Public Hearing on Dedication of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Kaufman Retention Cell- North of Old Potash Highway, West of Diers Avenue)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 12, 2020

Subject: Public Hearing on Dedication of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Kaufman Retention Cell- North of Old Potash Highway, West of Diers Avenue)

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.

The City of Grand Island is dedicating property as right-of-way to be used for connection from Claude Road to Kaufman Avenue, which will accommodate improvements connected to the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 and the Kaufman Retention Cell.

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

To allow for the connection from Claude Road to Kaufman Avenue, which will accommodate improvements to both Old Potash Highway and the Kaufman Retention Cell it is required that current City property be dedicated by the City of Grand Island as right-of-way. This area is north of Old Potash Highway, west of Diers Avenue as shown on the attached exhibit.

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 the dedication of public right-of-way.

Sample Motion

Move to approve the dedication of public right-of-way.



RIGHT-OF-WAY ACQUISITION

2019-P-1 OLD POTASH HIGHWAY & CLAUDE ROAD PAVING IMPROVMENTS
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-1

Approving Minutes of April 28, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 28, 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 28, 2020. Notice of the meeting was given in *The Grand Island Independent* on April 22, 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 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). Public Works Director John Collins reported that acquisition of public right-of-way was needed for the North Road – 13th Street to Highway 2 Roadway Improvements Project No. 2019-P-5 in an amount of \$150.00. No public testimony was heard.

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). Public Works Director John Collins reported that acquisition of a public utility easement was needed for the Old Potash Highway Roadway Improvements Project No. 2019-P-1. No public testimony was heard.

ORDINANCE:

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

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

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 this ordinance 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.

Public Works Director John Collins reported that 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. With no City use for this parcel the sale would eliminate

maintenance costs and liability for the City. Two offers had been received on the property with Midwest Waste Trucks, LLC with an offer of \$136,001.00. Staff recommended approval.

Motion by Minton, second by Jones to approve Ordinance #9765.

Mr. Collins read an email from Roger Bullington opposing this item. Discussion was held regarding zoning and the type of business that would locate here.

Motion by Schutz, second by Jones to postpone this item to the May 26, 2020 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-7 (Resolution #2020-107) was removed for further discussion. Motion by Paulick, second by Nickerson to approve the Consent Agenda excluding item G-7. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 14, 2020 City Council Regular Meeting.

#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).

#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).

#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).

#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).

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

#2020-107 - Approving Trail Agreement with the Nebraska Department of Transportation. Parks & Recreation Director Todd McCoy reported that this was an agreement with the Nebraska Department of Transportation to construct a future trail under Highway 281 connecting the Stuhr Trail with a private trail through a drainage ditch. Discussion was held regarding water issues under Highway 281. Mr. McCoy stated this would be blocked off if it floods so there would be no safety concerns.

Motion by Paulick, second by Nickerson to approve Resolution #2020-107. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2020-108 - Consideration of Payment to Jackrabbit Run Golf Pro and Concessionaire during the Golf Course Closure. City Administrator Jerry Janulewicz reported that 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, was 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. City Administration does not recommend approval.

Motion by Haase, second by Minton to approve Resolution #2020-108 starting March 31, 2020 and to offset any of this with any unemployment compensation that is received by the Golf Pro during the term of the closure.

Discussion was held regarding the sustainability of the golf course, when it would open, unemployment benefits, and the golf pro contract.

Motion by Nickerson, second by Minton to pay \$1,250 per week as an advance. Upon roll call vote, Councilmembers Jones, Minton, Nickerson, and Schutz voted aye. Councilmembers Conley, Haase, Hehnke, Paulick, Scott, and Stelk voted no. Motion failed.

Upon roll call vote of the main motion, Councilmembers Conley, Haase, Hehnke, Paulick, Scott, and Stelk voted aye. Councilmembers Jones, Minton, Nickerson, and Schutz voted no. Motion adopted.

#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. Regional Planning Director Chad Nabity reported that The Nebraska Department of Transportation (NDOT) in collaboration with Quetica, was in the final stages of completing a Freight Plan for the State of Nebraska. As part of that planning process they had identified an opportunity to expand mutli-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, had requested that the City consider submitting an application for a 2020 Build Transportation Grant. Staff recommended approval.

Motion by Minton, second by Stelk to approve Resolution #2020-109. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Nickerson to approve the payment of claims for the period of April 15, 2020 through April 28, 2020 for a total amount of \$6,184,700.00. Councilmember Haase abstained from voting on checks made payable to him in the amounts of \$28.00, \$350.00 and \$28.35 for a total of \$406.35. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:21 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-2

**#2020-110 - Approving Acquisition of Utility Easement -
Intersection of Jessie and Ellie Drive - Dana Point Development
Corp.**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-110

WHEREAS, a public utility easement is required by the City of Grand Island from Dana Point Development Corporation, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water mains; and

WHEREAS, a public hearing was held on May 12, 2020, for the purpose of discussing the proposed acquisition of a fifteen (15.0) foot utility easement located through a part of Lot Four (4) and Lot Five (5), all in Block Two (2), McCoy Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Referring to the Northeast corner of McCoy Meadows Subdivision, in the City of Grand Island, Hall County, Nebraska; thence southerly along the East line of said McCoy Meadows Subdivision, a distance of ten (10.0) feet to the ACTUAL Point of Beginning, said point being on the southerly line of an existing ten (10.0) foot utility easement in said McCoy Meadows Subdivision; thence continuing southerly along the East line said McCoy Meadows Subdivision, a distance of sixty-four and twenty-four hundredths (64.24) feet to a point on the northerly line of the extension of an existing fifteen (15.0) foot wide utility easement in said McCoy Meadows Subdivision; thence westerly along the extension of the said northerly line of an existing fifteen (15.0) foot wide utility easement, a distance of one hundred ten (110.0) feet; thence northerly at a right angle to the said northerly line of an existing fifteen (15.0) foot wide utility easement, a distance of fifteen (15.0) feet; thence easterly and parallel with the said northerly line of an existing fifteen (15.0) foot wide utility easement, a distance of ninety-five (95.0) feet to a point fifteen (15.0) feet westerly of, as measured at right angles to, the East line of said McCoy Meadows Subdivision; thence northerly and fifteen (15.0) feet westerly and parallel to the East line of said McCoy Meadows Subdivision, a distance of forty-nine and twenty-four hundredths (49.24) feet to a point on the said southerly line of an existing ten (10.0) foot utility easement; thence easterly along the said southerly line of an existing ten (10.0) foot utility easement, a distance of fifteen (15.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of .055 acres, more or less as shown on the plat dated 4/2/2020, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Dana Point Development Corporation, on the above-described tract of land.

- - -

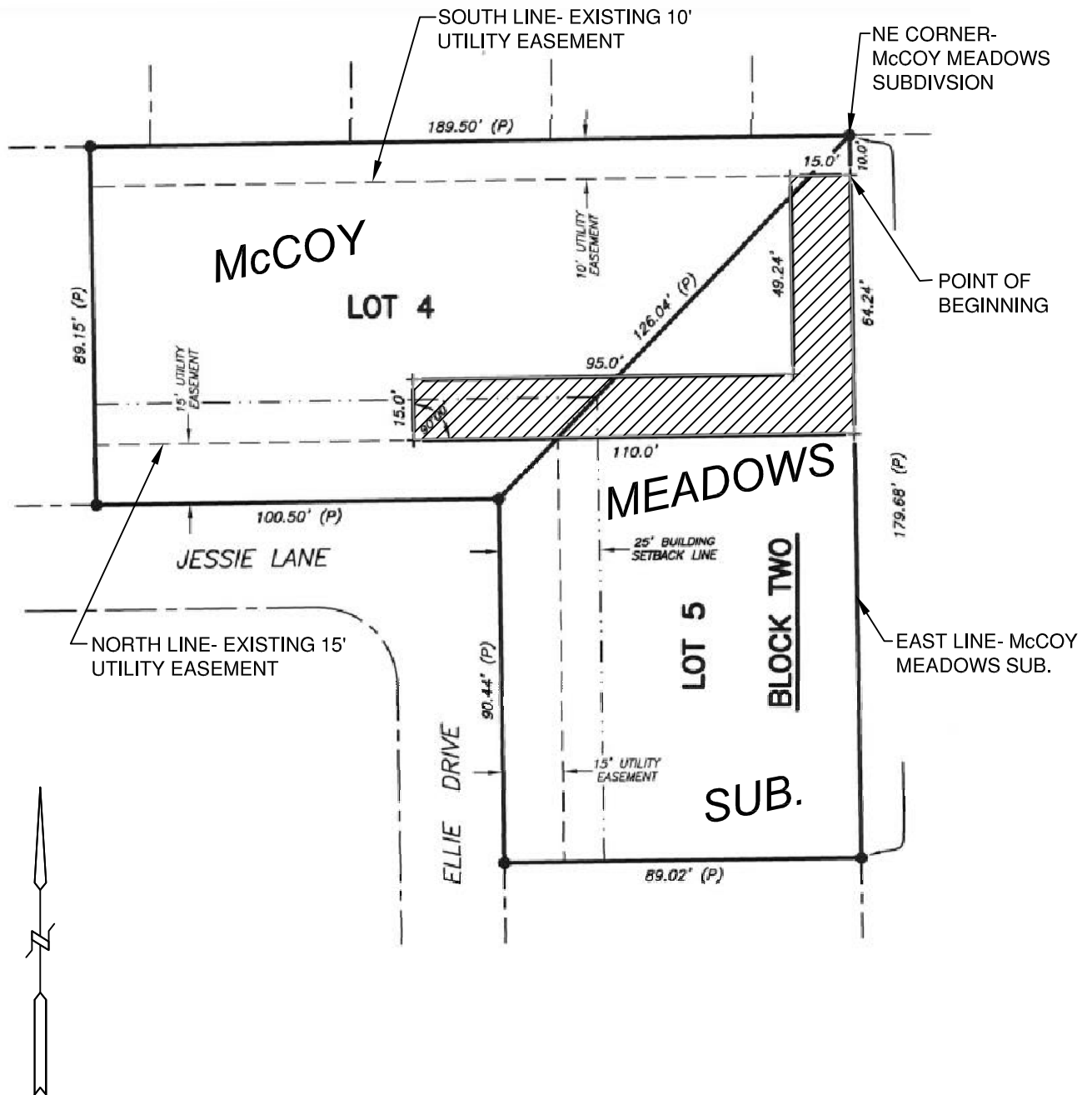
Approved as to Form	by _____
May 8, 2020	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DATE: 4/2/2020 FILE: McCoy



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-3

**#2020-111 - Approving Bid Award - 125 VDC Battery System
Replacement - Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim Attorney

Meeting Date: May 12, 2020

Subject: 125 VDC Battery System Replacement – Platte
Generating Station

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

Background

Platte Generating Station has a 125 VDC battery back-up system that provides power to critical equipment used to safely power down the power plant in case of a loss of AC power. The system is made up of 58 lead acid batteries that last 20 years. The current batteries are 20 years old and require replacement to maintain the reliability of the system.

Discussion

Specifications for the PGS 125 VDC Battery System Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on April 21, 2020. The engineer's estimate for this project was \$85,000.00.

Bidder	Bid Price	Adjusted Bid Price
HM Cragg LaVista, Nebraska	\$73,777.00	\$ 78,894.48
Storage Battery Systems, LLC Menomonee Falls, Wisconsin	\$96,000.00	\$101,475.00

Bids were reviewed by plant engineering staff. Both bids were adjusted to include sales tax. The bid from HM Cragg is compliant with specifications and less than the engineer's estimate.

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 Council award the Contract for the PGS 125 VDC Battery System Replacement to HM Cragg of LaVista, Nebraska, as the low responsive bidder, with the bid in the amount of \$78,894.48.

Sample Motion

Move to approve the bid from HM Cragg of LaVista, Nebraska, for the PGS 125VDC Battery System Replacement in the amount of \$78,894.48.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 21, 2020 at 2:00 p.m.
FOR: PGS 125VDC Battery System Replacement
DEPARTMENT: Utilities
ESTIMATE: \$85,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: April 6, 2020
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Storage Battery Systems, LLC</u> Menomonee Falls, WI	<u>HM Cragg</u> La Vista, NE
Exceptions:	None	None
Bid Price:		
Material:	\$73,000.00	\$68,233.00
Labor:	\$23,000.00	\$ 5,544.00
Sales Tax:	<u>N/A</u>	<u>N/A</u>
Total Bid:	\$96,000.00	\$73,777.00

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Pat Gericke, Admin. Asst. Utilities
Patrick Brown, Finance Director
Lynn Mayhew, Asst. Utilities Director

P2207



Working Together for a
Better Tomorrow. Today.

BID SPECIFICATION PACKAGE

for

PGS 125VDC BATTERY SYSTEM REPLACEMENT

C 128847

Bid Opening Date/Time

**Tuesday, April 21, 2020 at 2:00 p.m.
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968**

Contact Information

**Lynn Mayhew, Assistant Utilities Director-Production
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496**

Date issued: April 3, 2020

**ADVERTISEMENT TO BIDDERS
FOR
PGS 125VDC BATTERY SYSTEM REPLACEMENT
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Platte Generating Station (PGS) 125VDC Battery System Replacement will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, April 21, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a small fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** **Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

Advertised

☐ By checking this box, Bidder acknowledges the specified completion date of the project is **November 18, 2020.**

☐ By checking this box, Bidder acknowledges that Addenda Number(s) _____ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

CHECKLIST FOR BID SUBMISSION
FOR
PGS 125VDC BATTERY SYSTEM REPLACEMENT

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, April 21, 2020.

The following items must be completed for your bid to be considered.

- ☐ Submittal of bid documents:
 - ☐ **Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
 - ☐ Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
 - ☐ **Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN at their \$30.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- ☐ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☐ Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- ☐ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed detailed construction/test schedule to minimize the time the DC system is out of service.
- ☐ A description of the system proposed, including equipment, controls, alarms and operation.
- ☐ Exceptions to the specification or Owner's Contract Document.
- ☐ Acknowledgment of Addenda Number(s) _____.

Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. GRATUITIES AND KICKBACKS.

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

12. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *PGS 125VDC BATTERY SYSTEM REPLACEMENT*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

Contract #

Issued:

The total cost of the Contract includes:

Base Bid:	\$.00
Sales Tax on Materials/Equipment:	\$.00
Sales Tax on Labor:	<u>\$.00</u>
Total	\$.00

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the PGS 125VDC BATTERY SYSTEM REPLACEMENT.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **November 18, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

Attorney for the City Date _____

DRAFT



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REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **"PGS 125VDC Battery System Replacement"**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN for a small fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than **Tuesday, April 21, 2020 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk's Office located on 1st floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

PGS 125VDC BATTERY SYSTEM REPLACEMENT

DETAILED SPECIFICATION

SCOPE: The Contractor shall furnish all labor, material, tools, transportation, equipment rental, licensing, permits, fees, and tools necessary to replace the 125VDC battery bank in accordance with these specifications. This work shall include removal and disposal of existing batteries, and installation of batteries. The batteries shall be tested in the factory or after installation.

LOCATION: The Platte Generating Station is located on 1035 W. Wildwood Drive, Grand Island, NE. The battery room is on the operating floor of the plant. There is access via elevator and overhead crane. The battery room dimensions are 24'x15'-4"x10'-4" (LWH).

SYSTEM DESCRIPTION: The existing system consists of 58 flooded battery cells, C&D Technologies type LCR-23. The batteries are mounted on (2) 2-step metal racks. Fifty-eight cells are 18 years old. The last load test indicated that the batteries are at the end of life.

- (58) C&D Technologies LCR-23 1.75V VLA Batteries
- System Float Voltage – 129 VDC
- Equalization Voltage – 136 VDC

SCHEDULE: Battery replacement must occur during the plant's fall outage currently scheduled for October 19th through November 18th, 2020. (Please note that shutdown dates are tentative and may be subject to change.) The contractor shall devise a schedule that minimizes the time the DC system is out of service. The Contractor shall submit a detailed schedule as part of his proposal.

DETAILED SPECIFICATIONS

DEMOLITION: The Contractor shall dismantle and remove the existing battery cells, bus bars, racks and fastening hardware. The Contractor shall provide a line item for the cost for proper disposal/recycling of these items. The existing wire jumper assemblies used to interconnect the battery banks are to be inspected and included in bid if needed to be replaced.

BATTERIES: Batteries shall be of the flooded lead calcium or lead selenium type, designed for control/switchgear applications. Each battery cell shall have a nominal 1650 ampere-hour rating, based on a 1.75 volt per cell final voltage, at 25°C, 8-hour rate. Batteries shall be C&D Technologies LCR-23 or approved equivalent. If C&D LCR-23 cells are provided, the Contractor shall supply 58 new cells. Batteries shall be electrically interconnected by solid copper bus bars, except where wire jumper assemblies connect the rows of batteries. The bus bars shall be specifically designed to mate with the model of battery supplied. The bus bars shall be properly sized for dimensional spacing and electrical capacity of the batteries supplied. The bus bars should be dipped in an antioxidant wax coating before being attached to the battery terminals. All bolting hardware shall be stainless steel and include washers and lock washers as necessary.

RACKS: Existing racks shall be inspected prior to bid; if repairs are required, it shall be included in the bid. The lower tiers hold 15 cells each and the upper tiers hold 14 cells each.

CONTAINMENT SYSTEM: The containment system shall be inspected and determined if replacement is needed. If replacement is needed, then it shall be included in the bid. The containment system shall contain, absorb, and neutralize the sulfuric acid electrolyte from the batteries in the event of a leak or spill. The system shall be sized to completely surround the battery racks. The walls should be a minimum of 4" high. When installation is complete, the system shall be filled with acid neutralizing and absorbent pillows. The pillows are only two years old and are to be reused. The containment system may be one of 2 types:

1. The containment system may be fabricated from PVC coated metal walls attached to the floor of the battery room. The entire floor area within the walls is then sealed with a chemical resistant epoxy coating. Containment system shall be Enviroguard EGS48-176 or approved equivalent.
2. The containment system may be a one-piece stainless steel or chemical resistant pan.

INSTALLATION: The Contractor shall install the containment system, racks, batteries, and bus bars. All bolted connections shall be torqued to the manufacturer's specifications.

TESTING: After being properly float charged, the Contractor shall perform an electronic impedance/load test on each new cell to provide a baseline to which future tests can be compared. The test can be performed at the factory or at the site. The contractor will provide the Owner with the results of these tests in a Microsoft Excel spreadsheet format in electronic format.

SPARE PARTS: The contractor shall provide 30 spare bus bars and bolting hardware of the types supplied with the batteries.

SERVICE RATES: The Contractor shall include in the Bid a firm lump sum price, including expenses, and all other standard terms and conditions which will be in effect during the project. The Bid shall also include firm unit pricing for adjustments that may be required for work outside of the specified scope of services.

The Platte Generating Station is NOT tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at www.revenue.state.ne.us for contractor's tax information.

ORDINANCES: The Contractor shall comply with local, state, and federal building and health ordinances and codes, including OSHA. The Contractor shall comply with the Owner's safety policies and equipment tag-out procedures. The Contractor shall obtain and pay for all permits.

CONTRACTOR PERSONNEL: Every public contractor and his, her or its subcontractors who are awarded a contract by the City of the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

BIDDING: The Bid shall include all applicable material, labor, travel, living expenses, taxes, permits, and/or delivery charges to Grand Island, Nebraska. Bids will be evaluated by the Owner based on price, schedule, quality, economy of operation, experience of the manufacturer, availability of service for repair and maintenance, adherence to specifications, and adaptability of the particular equipment for the specific use intended. Owner reserves the right to reject any or all bids or waive informalities and to accept whichever bid that may be in the best interest of Owner, at its sole discretion.

GUARANTEE: All material must be new and of best quality. All work shall be executed by competent workmen. The Contractor shall guarantee in writing that all work will be free from defects in material and workmanship, provided any such defect is brought to his attention within two (2) years after completion of the work. Exception: The batteries shall carry a 20-year prorated warranty.

PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this/her Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

INSURANCE: The Contractor shall comply with the attached Insurance Requirements.



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REQUEST FOR BIDS - SITE CONDITIONS

PGS 125VDC BATTERY SYSTEM REPLACEMENT

Site Visit: *Bidders shall visit the site in order to inform themselves of the existing racks conditions. If repairs are required, it shall be included in the bid. If inspection show racks should be replaced, the replacement cost shall be included in the bid. The containment system shall be inspected and determined if replacement is needed. If replacement is needed, then it shall be included in the bid.*

Bidders shall also visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Lynn Mayhew at (308) 385-5496 or via email lmayhew@giud.com.

Platte Generating Station is located at 1035 W. Wildwood Drive, Grand Island, Nebraska.

Date of Site Visit _____

Person/Company visiting site: _____

Grand Island Utilities Engineer _____

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

RESOLUTION 2020-111

WHEREAS, the City of Grand Island invited sealed bids for 125 VDC Battery System Replacement at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on April 21, 2020, bids were received, opened and reviewed; and

WHEREAS, HM Cragg of LaVista, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$78,894.48; and

WHEREAS, the bid of HM Cragg is less than the estimate for 125 VDC Battery System Replacement at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HM Cragg, in the amount of \$78,894.48, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 8, 2020	▣ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-4

#2020-112 - Approving Platte Generating Station Boiler Safety Repair

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting Date: May 12, 2020

Subject: Platte Generating Station Boiler Safety Repair

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

Background

Platte Generating Station is required to test and inspect the main boiler safeties every three years. The safeties protect the components of the boiler from over pressurization. In December plant maintenance staff wrote a specification to have a contractor test the safeties and sent the specification out to four potential bidders. Only one bid was received by the bidding deadline for \$23,374.71, from Pioneer Industrial Corporation from Hastings, Nebraska.

In accordance with the procurement code a purchase order was written for this work. While inspecting the valves, it was found that additional work will be required to repair the valves to get them back to operational condition.

Discussion

To restore the boilers safeties and provide for safe operation of Platte Generating Station, the Utilities Department request to use Section 27-13 Emergency Procurements of the Procurement Code. The repairs to the safeties were quoted to be \$57,040.72, along with the original bid to test the safeties of \$23,374.71, would bring the total contract to \$80,415.43.

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 Council approve the use of Section 27-13 Emergency Procurement, to test and repair the Platte Generating Station boiler safety valves, to Pioneer Industrial Corporation for a total cost of \$80,415.43.

Sample Motion

Move to approve the use of section 27-13 Emergency Procurement, to repair the Platte Generating Station boiler safety valves to Pioneer Industrial Corporation for a total cost of \$80,415.43.

RESOLUTION 2020-112

WHEREAS, in December of 2019, Utility Plant Maintenance Staff wrote a specification to have a contractor test the main boiler safeties and sent the specification to four potential bidders, and one bid was received from Pioneer Industrial Corporation of Hastings, Nebraska, in the amount of \$23,374.71; and

WHEREAS, while inspecting the valves, it was found that additional work is required to repair the valves to get them back to operational condition; and

WHEREAS, to restore the boilers safeties and provide for safe operation of Platte Generating Station, the Utilities Department requests to use Section 27-13 – Emergency Procurements, for repair of the safeties that were quoted to be \$57,040.72, for a total contract price of \$80,415.43.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the use of Section 27-13 - Emergency Procurement, to test and repair the Platte Generating Station boiler safety valves for a total cost of \$80,415.43 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 8, 2020	▣ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-5

#2020-113 - Approving Change Order #1 for the Transformer Maintenance Project with Transfluid Service, Inc.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting Date: May 12, 2020

Subject: Transformer Maintenance Project - Change Order #1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On February 25, 2020, City Council approved a maintenance project for the substation transformers that provide power to our community to Transfluid Services, Inc., of Houston, Texas, in the amount of \$261,762.50. This periodic maintenance included inspection of the voltage regulators on each transformer and electrical testing of both the transformer and the regulators. This project was completed on April 22, 2020.

Discussion

During the project, the contractor discovered rust inside one of the regulator cabinets that needed to be cleaned and sealed. Additionally, one transformer at Platte Generating Station had a faulty pressure sensor that was allowing moisture into the transformer. Neither of these items were included in the scope of the bid package but both items were significantly easier to perform while the transformers were already out of service. The total for this Change Order is \$7,879.70 and increases the contract by approximately 3% to \$269,642.20.

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 Council approve Change Order #1 to the Contract for the Substation Transformer Maintenance Package to Transfluid Services, Inc., in the amount of \$7,879.70, for a final contract amount of \$269,642.20.

Sample Motion

Move to approve Change Order #1 for the Substation Transformer Maintenance Package to Transfluid Services, Inc., in the amount of \$7,879.70, for a final contract amount of \$269,642.20.

TO: TransFluid Services, Inc.
113 Archimedes Street
New Glasgow, Nova Scotia B2H 2T3
Canada

PROJECT: Contract for "Substation Transformer Maintenance Project"

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADDITION \$7,879.70

The original Contract Sum	<u>\$261,762.50</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 7,879.70</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 269,642.20</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: TransFluid Services, Inc.

By: 

Date April 29, 2020.

RESOLUTION 2020-113

WHEREAS, at the February 25, 2020 meeting, Council approved a maintenance project for the substation transformers that provide power to the City to Transfluid Services, Inc., of Houston, Texas; and

WHEREAS, during the project, the contractor, Transfluid Services, Inc., discovered rust inside of one regulator cabinet that needed to be cleaned and sealed; and one of the transformers at Platte Generating Station had a faulty pressure sensor that was allowing moisture into the transformer; and

WHEREAS, neither of these items were included in the scope of the bid package, but both items needed to be addressed while the transformers were already out of service; and

WHEREAS, the original amount of the contract was \$261,762.50, and this Change Order is for \$7,879.70 which increases the total contract by approximately 3% to \$269,642.20.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 to the Transformer Maintenance Project is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 8, 2020	▣ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-6

#2020-114 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (City of Grand Island Utilities Roger's Reservoir- 3990 W Old Potash Highway & Substation B- South of Faidley Avenue, West of Diers Avenue)

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

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

RESOLUTION 2020-114

WHEREAS, public right-of-way is required by the City of Grand Island, from City of Grand Island Utilities Roger's Reservoir at 3990 W Old Potash Highway, Grand Island, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼, SW ¼) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER (SW) CORNER OF SECTION 13, POINT ALSO BEING THE SOUTHWEST CORNER OF PART OF SW 1/4 SW 1/4 OF SECTION 13 T11N R10W OF THE 6TH P.M., HALL COUNTY, NEBRASKA; THENCE ON AN ASSUMED BEARING N01°40'18"W ALONG THE WEST LINE OF SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 13, A DISTANCE OF 433.00 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 153, PAGE 366, DATED MARCH 25, 1867 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE; THENCE N88°43'42"E ALONG THE NORTH LINE OF SAID DEEDED TRACT, A DISTANCE OF 45.00 FEET; THENCE S01°40'18"E PARALLEL TO AND 45.00 FEET EAST OF THE WEST LINE OF SAID SW 1/4 OF SEC. 13, A DISTANCE OF 177.70 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 015°16'08", A RADIUS OF 708.00 FEET, A CHORD BEARING OF S09°18'22"E WITH A CHORD DISTANCE OF 188.12 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 037°14'25", A RADIUS OF 55.00 FEET, A CHORD BEARING OF S35°33'38"E WITH A CHORD DISTANCE OF 35.12 FEET; THENCE N88°43'42"E PARALLEL TO AND 40.00 FEET NORTH OF THE SOUTH LINE OF SAID SW 1/4 OF SEC. 13, A DISTANCE OF 343.78 FEET TO A POINT ON THE EAST LINE OF SAID DEEDED TRACT; THENCE S01°43'28"E ALONG THE EAST LINE OF SAID DEEDED TRACT, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SW 1 / 4 OF SEC. 13, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID DEEDED TRACT, THENCE S88°43' 42"W ALONG THE SOUTH LINE OF SAID SW 1/4 OF SEC. 13, SAID LINE ALSO BEING THE SOUTH LINE OF SAID DEEDED TRACT, A DISTANCE OF 433.40 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 37,501 SF, OF WHICH 27,502 SF ARE EXISTING AND 9,999 SF ARE NEW.

and

A TRACT OF LAND CONSISTING OF AN UNPLATTED PARCEL AS DESCRIBED IN BOOK 112, PAGES 111 THROUGH 126, LOCATED IN THE SW ¼ OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION THIRTEEN (13) RANGE ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., THENCE ON AN ASSUMED BEARING OF S01°37'46"E ALONG THE EAST LINE OF THE SW ¼ OF SEC. 13, A DISTANCE OF 199.64 FEET; THENCE S89°10'24"W A DISTANCE OF 200.07 FEET; THENCE N01°34'45"W A DISTANCE OF 200.12 FEET; THENCE N89°18'42"E A DISTANCE OF 199.91 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 39,970 SF.

Approved as to Form	by _____
May 8, 2020	City Attorney

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, at no cost to the City.

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, May 12, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



RIGHT-OF-WAY ACQUISITIONS

2019-P-1 OLD POTASH HIGHWAY & CLAUDE ROAD PAVING IMPROVMENTS
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-7

#2020-115 - Approving Dedication of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Kaufman Retention Cell- North of Old Potash Highway, West of Diers Avenue)

This item relates to the aforementioned Public Hearing item E-3.

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

RESOLUTION 2020-115

WHEREAS, current City property is being dedicated by the City of Grand Island as right-of-way to accommodate improvements connected to the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 and the Kaufman Retention Cell, Grand Island, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND LOCATED IN LOT 6, COMMONWEALTH BUSINESS PARK THIRD SUBDIVISION, AN ADDITION TO THE CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ON AN ASSUMED BEARING OF N01°36'44"W ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 85.01 FEET; THENCE S46°09'47"E A DISTANCE OF 21.39 FEET; THENCE N89°19'29"E A DISTANCE OF 145.88 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 7°54'07", A RADIUS OF 715.00 FEET, A CHORD BEARING OF N85°22'25"E, A CHORD DISTANCE OF 98.53 FEET, AN ARC LENGTH OF 98.61 FEET; THENCE N81°25'22"E A DISTANCE OF 77.15 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S01°32'13"E ALONG SAID EAST LINE OF LOT 6, A DISTANCE OF 26.45 FEET TO THE EAST-SOUTHEAST CORNER OF LOT 6, POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF KAUFMAN AVENUE, POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 20°28'09", A RADIUS OF 270.00 FEET, A CHORD BEARING OF S49°53'14"W, A CHORD DISTANCE OF 95.95 FEET, AN ARC LENGTH OF 96.46 FEET TO THE SOUTH-SOUTHEAST CORNER OF LOT 6; THENCE S89°19'29"W ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 260.76 FEET TO A POINT OF BEGINNING; SAID TRACT CONTAINS 22,207 SF MORE OR LESS.

WHEREAS, the above described tract is hereby dedicated for use as public street right-of-way to be used for connection from Claude Road to Kaufman Avenue and such road shall be named "Kaufman Access Road"; and

WHEREAS, such dedication of 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 dedicate said right-of-way on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 8, 2020	☐ City Attorney



RIGHT-OF-WAY ACQUISITION

2019-P-1 OLD POTASH HIGHWAY & CLAUDE ROAD PAVING IMPROVMENTS
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-8

**#2020-116 - Approving Bid Award for Diffuser Replacement;
Project No. 2020-WWTP-3**

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: May 12, 2020

Subject: Approving Bid Award for Diffuser Replacement; Project No. 2020-WWTP-3

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

Background

On April 17, 2020 the Engineering Division of the Public Works Department advertised for bids for Diffuser Replacement; Project No. 2020-WWTP-3, for Basin No. 2.

This project will replace the existing ethylene propylene diene terpolymer (EPDM) membrane component within the diffuser assemblies in the oxic zones of one (1) of the four (4) aeration basins with a 9-inch membrane diffuser at the Wastewater Treatment Plant. The original membranes were installed in 2012 and require replacement on a seven (7) year cycle.

On June 25, 2019, via Resolution No. 2019-199, City Council approved the first replacement of the original membranes of the diffuser in Basin No. 2, in the amount of \$25,913.00. However, Basin No. 2 was forced into continuous service due to unusually high groundwater and heavy precipitation Grand Island experienced during the summer of 2019, making the diffuser replacement unfeasible. As a result, the diffusers in Basin No. 4 were replaced and refurbished instead.



Aeration Basin



Diffuser

Discussion

Two (2) bids were received and opened on April 30, 2020. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
JCI Industries, Inc. of Lincoln, NE	None	\$25,295.00
Fab Tech Wastewater Solutions, LLC, Warrenton, MO	None	\$54,000.00

There are sufficient funds in the approved 2019/2020 budget to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, JCI Industries, Inc. of Lincoln, Nebraska in the amount of \$25,295.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 30, 2020 at 2:00 p.m.
FOR: Diffuser Replacement; Project No. 2020-WWTP-3
DEPARTMENT: Public Works
ESTIMATE: \$70,000.00
FUND/ACCOUNT: 53030054-85213-53557
PUBLICATION DATE: April 17, 2020
NO. POTENTIAL BIDDERS: 16

SUMMARY

Bidder:	<u>Fab Tech Wastewater Solutions, LLC</u> Warrenton, MO	<u>JCI Industries</u> Lincoln, NE
Bid Security:	Employers Mutual Casualty Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$54,000.00	\$25,295.00

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Robert Greenberg, WW Engineer I

P2209

RESOLUTION 2020-116

WHEREAS, the City of Grand Island invited sealed bids for Diffuser Replacement; Project No. 2020-WWTP-3, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on April 30, 2020 bids were received, opened, and reviewed; and

WHEREAS, JCI Industries, Inc. of Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$25,295.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of JCI Industries, Inc. of Lincoln, Nebraska in the amount of \$25,295.00 for Diffuser Replacement; Project No. 2020-WWTP-3 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 8, 2020	▣ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-9

#2020-117 - Approving Amendment No. 1 to Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 12, 2020

Subject: Approving Amendment No. 1 to Engineering Consulting Services Related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Background

The Central Nebraska Regional Airport Collection System originated with the Army Air Corp Base built during World War II. It consists of approximately 24,900 linear feet of sanitary sewer.

On February 14, 2017, via Resolution No. 2017-33, City Council approved an agreement with HDR Engineering, Inc. of Omaha, Nebraska in the amount of \$35,550.00 for engineering services related to the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4. This first phase of services included infrastructure evaluation, environmental records review, interviews, and development of a master plan.

Discussion

The original agreement with HDR Engineering, Inc. requires an amendment to address design of a new lift station, collection system, force main, rehabilitation of a portion of the existing gravity sewer, and abandonment of the existing system. Amendment No. 1 is in the amount of \$267,000.00, for a revised agreement of \$302,550.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with HDR Engineering, Inc. of Omaha, Nebraska, in the amount of \$267,000.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2020-117

WHEREAS, on February 14, 2017, via Resolution No. 2017-33, the Grand Island City Council approved entering into an agreement with HDR Engineering, Inc. of Omaha, Nebraska in the amount of \$35,550.00 for engineering consulting services related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4; and

WHEREAS, the original agreement is now being amended to address final design of a new lift station, collection system, force main, rehabilitation of a portion of the existing gravity sewer, as well as the abandonment of the existing system; and

WHEREAS, such amendment is in the amount of \$267,000.00, for a revised agreement amount of \$302,550.00; and

WHEREAS, Amendment No. 1 to the original agreement with HDR Engineering, Inc. of Omaha, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with HDR Engineering, Inc. of Omaha, Nebraska for engineering consulting services related to Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4, in the amount of \$267,000.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 8, 2020	☐ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-10

#2020-118 - Approving Public Transit Vehicle User Agreement

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: May 12, 2020

Subject: Approving Public Transit Vehicle User Agreement

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

Background

On May 28, 2019, via Resolution No. 2019-178, City Council approved a Section 5339 Capital Grant Application and the subsequent agreement, which allowed for the purchase of two (2) Small Bus-Ford chassis to be used within the public transit service. The grant application provided for 80% or \$96,000.00 of such purchases to be paid by Federal funds and 20% or \$24,000.00 to be paid by the City.

On June 25, 2019, via Resolution No. 2019-197, City Council approved an agreement with Senior Citizens Industries, Inc. of Grand Island, Nebraska to provide public transit services in the urbanized area of Grand Island and the remainder of Hall County. Such agreement was for a period beginning July 1, 2019, with an option to extend through June 30, 2024; the referenced resolution is attached for detail.

Discussion

With the acquisition of the two (2) Ford E450 buses it is necessary for the City of Grand Island to enter into a lease agreement for such vehicles with Senior Citizens Industries, Inc. The agreement is at a cost of \$1.00 per year; with all maintenance, repairs, registration, license, taxes, inspection, fees, and expenses being the responsibility of Senior Citizens Industries, Inc.

The negotiated agreement is attached for review and approval.

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 Transit Vehicle User agreement with Senior Citizens Industries, Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.

TRANSIT VEHICLE USER AGREEMENT

This User Agreement is entered into this _____ day of _____, by and between, the City of Grand Island, hereinafter referred to as, CITY, and Senior Citizens Industries, Inc, hereinafter referred to as the TRANSIT PROVIDER.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **USER AGREEMENT.** The CITY hereby provides to the TRANSIT PROVIDER the transit vehicles as listed on Attachment 1. Attachment 1 will be modified as new vehicles are purchased and taken out of service.

2. **TERM.** The term of this User Agreement shall commence on the above stated date and run in concurrence with the Transit Provider Agreement dated the 25th of June, 2019, subject however, to any prior termination as hereinafter provided.

3. **LEASE.** The TRANSIT PROVIDER agrees to pay One Dollar and Zero Cents (\$1.00) per year for the use of the transit vehicles, the said lease amount being due upon effective date of this User Agreement, and annually on said calendar day thereafter.

4. **MAINTENANCE AND REPAIRS.** The TRANSIT PROVIDER shall pay for and furnish all maintenance and repairs to keep transit vehicles in good working order and condition. All maintenance shall be in accordance with the City of Grand Island's Transit Division Vehicle & Equipment Maintenance Plan (Attachment 2.) At the expiration or termination of this Lease, the property will be returned to the CITY in good condition, allowing for normal wear and tear excepted.

5. **REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES.** The TRANSIT PROVIDER shall pay all expenses incurred in the use and operation of the transit vehicles, including but not limited to, registration fees, insurance, cleaning, maintenance, fines, inspections, assessments, sales or use taxes, if any, and all other taxes which may be imposed by law from time to time arising from TRANSIT PROVIDER'S use and operation of the transit vehicles. The CITY will reimburse the TRANSIT PROVIDER in accordance with the Transit Provider Agreement, dated June 25, 2019.

6. **USE AND OPERATION.** The TRANSIT PROVIDER acknowledges receipt of the transit vehicles, and that the same is in condition satisfactory to TRANSIT PROVIDER'S purposes. The transit vehicles shall not be altered, marked or additional equipment installed without the prior documented consent of the CITY in which case the TRANSIT PROVIDER will bear the expense thereof as well as the restoration expenses. The TRANSIT PROVIDER shall keep the transit vehicles free of all taxes, liens, and encumbrances. The TRANSIT PROVIDER shall not use or permit the use of transit vehicles in violation of any City, County, State or Federal laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. The TRANSIT PROVIDER, by acceptance of this User Agreement, agrees to abide by the terms hereof and to indemnify the CITY for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances.

7. **INDEMNIFICATION AND INSURANCE.** The TRANSIT PROVIDER agrees and will protect, indemnify and hold harmless the CITY and its assignees and agents from and against any and all losses, damages, injuries, claims, demands and expenses occasioned by, or arising out of, the condition, maintenance, use or operation of the transit vehicles including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or due directly or indirectly to this Lease, or the condition, maintenance, use or operation of the transit vehicles by the TRANSIT PROVIDER or any person claiming through or under the TRANSIT PROVIDER.

TRANSIT PROVIDER shall, obtain and maintain for the applicable agreement term, comprehensive liability insurance covering personal injury of at least \$1,500,000 per person and property damage of at least \$1,500,000 per occurrence, and such insurance shall otherwise be in a form and with companies reasonably satisfactory to City. Transit Provider shall designate City as additional insured on liability insurance. The policy shall provide that the insurer shall not cancel or change the insurance without giving the thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to the CITY.

The TRANSIT PROVIDER agrees that it shall at all times and at its own expense pay for any deductibles. Insurance Deductibles will not be reimbursed by the City of Grand Island.

The TRANSIT PROVIDER shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, the TRANSIT PROVIDER'S use of the transit vehicles.

In the event the transit vehicles are involved in an crime, accident, or damaged, the TRANSIT PROVIDER shall promptly notify CITY, in writing, within twenty-four (24) hours and will also comply with all terms and condition entered in the insurance policies. The TRANSIT PROVIDER agrees to cooperate with the CITY, and the insurance companies in defending against any claims or actions resulting from the TRANSIT PROVIDER'S operation or use of the transit vehicles.

The transit vehicles shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

8. DAMAGE TO TRANSIT VEHICLES. Should the transit vehicles or any part thereof be so damaged as to preclude usage for the purpose intended and should the TRANSIT PROVIDER be indemnified therefor pursuant to any insurance coverage required pursuant to paragraph 7 hereof in an amount not less than the full amount of the insurance coverage provided by a City approved insurance agency, this User Agreement shall terminate. However, should the TRANSIT PROVIDER be indemnified in an amount less than the full amount of the insurance coverage provided by the CITY, the TRANSIT PROVIDER will repair or replace the transit vehicle/s or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair or replacement. Should the transit vehicles or any part thereof be damaged by any cause for which the TRANSIT PROVIDER makes no insurance recovery and should the transit vehicles or the damaged part thereof be capable of repairs, this User Agreement shall terminate and the TRANSIT PROVIDER shall immediately pay the CITY the reasonable value of the repairs to the property damaged, regardless of rentals paid or accrued.

9. TITLE. The TRANSIT PROVIDER acknowledges that this is an agreement to use the transit vehicles only and that the TRANSIT PROVIDER does not in any way acquire leasing or decision rights to the transit vehicles, under this agreement. Without the prior written consent of the CITY, the TRANSIT PROVIDER agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or modify the transit vehicles.

10. WARRANTIES AND WAIVER. The TRANSIT PROVIDER uses the transit vehicles herein described in "as is" condition and agrees that the CITY had not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the transit vehicles or against any patent or latent defects therein. The TRANSIT PROVIDER agrees that the CITY shall not be liable to the TRANSIT PROVIDER for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the transit vehicles or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use or maintenance thereof, or for any repairs, servicing, adjustments, or expenses thereto or for any loss of business or for any damage whatsoever and howsoever caused.

11. ASSIGNMENT. Without the prior written consent of the CITY or any assignee of the CITY, the TRANSIT PROVIDER agrees not to sublet, mortgage, pledge, sell, assign or otherwise transfer or dispose of this User Agreement. The TRANSIT PROVIDER acknowledges and understands that the CITY may assign this User Agreement and that such assignee shall be entitled to all of the benefits of this User Agreement in the place of the TRANSIT PROVIDER. In connection therewith, the TRANSIT PROVIDER agrees this User Agreement and transit vehicles used there under will be subjected to any rights and interest in and to said transit vehicles under any contract the CITY has with another regarding title or interests in title; to accept the directions, demands or consents of such assignee in place of those of the CITY; to surrender transit vehicles only to such assignee; to abide by all sections hereunder as directed by such assignee.

12. DEFAULT. In any of the following default events:

- 1) Failure to pay any lease or sum herein provided when the same are due and payable and such default continues for a period of thirty (30) days after receipt of notice thereof of TRANSIT PROVIDER;
- 2) Failure to comply with any terms or conditions hereof;
- 3) A proceeding in insolvency or receivership by or against the TRANSIT PROVIDER or its property, or in the event lessee suspends business, makes an assignment for the benefit of creditors, or if an attachment be levied or tax lien filed against the transit vehicles, or
- 4) The CITY may, at its option and without prejudice to any other rights it may:
 - a) Take possession of and/or use transit vehicles and for the purpose thereof may enter the premises on which transit vehicles are located. Damages occasioned by such taking being expressly waived by the TRANSIT PROVIDER;
 - b) May (but need not) use transit vehicles or any portion thereof for such period, and to such persons or entities as the CITY shall elect and shall not affect in payment of the lease and other obligations due from TRANSIT PROVIDER hereunder by acceleration or otherwise;
 - c) May (but need not) relocate transit vehicle storage or any part thereof without demand or notice of intention;
 - d) May deduct all costs and expenses in connection with such retaking, including insurance, repairs, storage, renting or sale of transit vehicles from the proceeds derived from such leasing or sale;
 - e) Terminate TRANSIT PROVIDER'S rights hereunder as to transit vehicles;

No right or remedy conferred upon or reserved to the CITY by this User Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon the CITY by this User Agreement or by law shall be cumulative and in addition to every other right and remedy to.

13. CONSTRUCTION. This User Agreement shall be construed and determined in accordance with the laws of the State of Nebraska. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of the User Agreement. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neutral gender according to the context.

14. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. However, the CITY's failure at any time to require strict performance by the TRANSIT PROVIDER of any provisions herein shall not waive or diminish CITY's right to thereafter demand strict compliance therewith or with other provisions of this User Agreement and written waiver by the CITY of any default hereunder shall not constitute a waiver of any other default.

15. ENTIRE AGREEMENT. This User Agreement contains the whole agreement of the parties. None of the covenants, provisions, terms or conditions of this User Agreement shall be in any manner modified, waived, abandoned or amended except by a written instrument duly signed by the parties or their assignee and delivered to the CITY and the TRANSIT PROVIDER or their assignee.

16. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto except as may be modified in paragraph 11 or 17 hereof.

17. NOTICE. Notices as provided for in this User Agreement shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.

City of Grand Island
Transit Program Manager
1016 Diers Avenue, Suite 119
Grand Island, Nebraska 68803
308-646-6571

Senior Citizens Industries, Inc.
Executive Director
304 3rd Street
Grand Island, Nebraska 68801
308-385-5308

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Grand Island, Nebraska

Date _____ By _____
Roger G. Steele, Mayor, City of Grand Island

Attest:

RaNae Edwards, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Transit Provider: **Senior Citizens Industries, Inc**

Date _____ By _____
Theresa Engelhardt, Executive Director

Date _____ By _____
Karl Hughes, Board President

RESOLUTION 2020-118

WHEREAS, On May 28, 2019, via Resolution No. 2019-178, City Council approved a Section 5339 Capital Grant Application and the subsequent agreement, which allowed for the purchase of two (2) Small Bus-Ford chassis to be used within the public transit service; and

WHEREAS, the grant application provided for 80% or \$96,000.00 of such purchases to be paid by Federal funds and 20% or \$24,000.00 to be paid by the City; and

WHEREAS, on January 17, 2019 three (3) vendors submitted proposals for such services; and

WHEREAS, On June 25, 2019, via Resolution No. 2019-197, City Council approved an agreement with Senior Citizens Industries, Inc. of Grand Island, Nebraska to provide public transit services in the urbanized area of Grand Island and the remainder of Hall County; and

WHEREAS, such agreement was for a period beginning July 1, 2019, with an option to extend through June 30, 2024; the referenced resolution is attached for detail; and

WHEREAS, with the acquisition of the two (2) Ford E450 buses it is necessary for the City of Grand Island to enter into a lease agreement for such vehicles with Senior Citizens Industries, Inc.; and

WHEREAS, the agreement is at a cost of \$1.00 per year; with all maintenance, repairs, registration, license, taxes, inspection, fees, and expenses being the responsibility of Senior Citizens Industries, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Transit Vehicle User Agreement by and between the City and Senior Citizens Industries, Inc. for the provision of public transit services should be, and hereby is, approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 8, 2020	☐ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item G-11

#2020-119 - Approving Amendment to CDBG Revolving Loan Fund

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: May 12, 2020

Subject: Approving Changes to Guidelines for CDBG Program Revolving Loan Funds

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

The United States Department of Housing and Urban Development (HUD) allows local governments to retain program income from eligible Community Development Block Grant activities. The current City of Grand Island Program Income Revolving Loan Fund were adopted by Council on the following date:

Economic Development Revolving Loan Fund (ED RLF) – 4/14/2017

Discussion

The Program Income Revolving Loan Fund is representative of the monitoring requirements of the State of Nebraska. Since the City of Grand Island has become an Entitlement Community under CDBG Guidelines. The City coordinated with the State of Nebraska to transition Program Income Funds into a HUD approved Revolving Loan Fund. Due to the recent COVID-19 pandemic many local small businesses owners in Grand Island are facing challenges in retaining low to moderate income positions. At this time the Community Development Division would propose to make the following changes to the Revolving Loan Fund which currently has a balance of \$225,976. RLF could then potentially provide financial assistance to businesses that retain jobs for low-to-moderate income (LMI) individuals. The RLF is currently structured to provide loans at a slightly larger scale and the following changes are recommended.

- Businesses who request funding must be able to document that 51% of FTEs created/retained are held by LMI persons. One goal of the Revolving loan fund is to help individuals overcome their LMI situation. This proposed change would apply to new FTEs and existing FTE's. Only those positions currently held by LMI individuals would be eligible for the retention provisions of this program. The end result is saving those positions even if the primary goal of the CDBG Program has not been met. This allows employees to keep their LMI position. The

CDD recognizes that job retention is critical at this time and it is better to leave both created and/or retained FTEs within the program.

- Currently a business can request up to \$35,000.00 per FTE retained or created- recommend to change this to \$3,000 limit per FTE. Businesses would not be able to request more than \$15,000 (5 FTES created/retained)
- At this time entitlement stakeholders group decides on the interest rate and amount to be repaid based on the applicant's ability of repayment – recommend to change all projects to being only 50% forgivable with a zero percent interest rate.
- The repayment to the Revolving Loan Fund starts 30 days after contract signing- CDD recommends to change postponing repayments to begin 24 months after agreement begins.

Alternatives

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

1. Move to approve the Changes to Guidelines for CDBG Revolving Loan Fund
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 Changes to Guidelines for CDBG Revolving Loan Fund.

Sample Motion

Move to approve the Changes to Guidelines for CDBG Revolving Loan Fund and authorize the Mayor to sign all appropriate documents.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this **date** day of **Month**, 2020 by and between the City of Grand Island ("City/Grantee,") and **Business name** ("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 the retention of LMI jobs with the use of CDBG Revolving Loan Fund 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 Sub Recipient shall use **amount awarded thousand and Hundred dollars and 00/100 (\$XX,XXX.00)** of Community Development Block Grant funds for the retention of Low to Moderate income jobs, toward the goal of serving a low to moderate income persons within the city limits of Grand.

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

- a. Retain Low- to- Moderate income Jobs within the City of Grand Island for 3 years.
- b. Complete all necessary reporting including quarterly reporting, income surveys, and on site monitoring, and submitting any requested documentation by the Community Development Division.

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. Sub Recipient is to provide quarterly reports on achievements and program impact to include
 - a. Number of Jobs retained
 - b. A summary of project progress
 - c. Employee Demographics
 - d. Income surveys
 - e. Payroll Documentation

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of units served, each unit being one Full time equivalent job. The Sub-recipient will benefit a minimum of **Number of jobs** persons, each FTE being a low to moderate income job

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: Revolving Loan Fund
Basic Eligibility Citation: 24 CFR 570
Amount Funded: \$

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

Sub Recipient shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between **date signed**, 2020 and **end date**, 2023. 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

Sub Recipient shall use **Amount Thousand Dollars &00/100 (\$XX,000.00)** of Community Development Block Grant funds provided for Job retention within the City limits of Grand Island.

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 **(Amount)Thousand and 00/100 Dollars (\$XX,XXX.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.

J. DISBURSEMENTS

After execution of contract between the City/Grantee and Sub Recipient, payment will only be made to the Sub Recipient upon submittal of a request for payment/invoice for the full amount of the grant award.

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

K. Forgiveness

The interest rate shall be at zero percent and 50% of funds granted are to be repaid back to the revolving loan fund. The term of note shall be 3 years, 50% of note will be forgiven 12 months (1 year) after creation of note if all goals are in place to be met. At 12 months a 24 month repayment plan will begin for the remaining 50% of funds in need of repayment to the Revolving Loan Fund.

L. Breach of Agreement

In the event Grantee fails to comply with any of the terms as set forth in this Agreement, the City/Grantee may declare Sub Recipient in breach and shall follow the procedure set for below:

- a. Any such declaration shall be given in writing, clearly stating the nature of the breach, signed by such person duly authorized to make such declaration, and delivered to Sub-Recipient by Certified U.S. Mail, return receipt requested to the Sub-Recipient at Sub Recipient's last known address.
- b. Sub Recipient shall respond, in writing, to such declaration within fifteen (15) days of receipt of declaration.
- c. Sub recipient shall be given thirty (30) days from date of receipt of said declaration to cure the breach.
- d. Upon agreement of the Entitlement stakeholders and City/Grantee, the Sub Recipient may be granted additional time to cure said breach.
- e. Should the breach not be cured, any monies disbursed by the City/Grantee are not forgiven pursuant to the terms of this Agreement shall become immediately due and owing by Sub Recipient to the City/Grantee.

COMMUNICATION. Grantee agrees to fully respond within fifteen (15) calendar days to any request for information from the City/Grantee related to the Sub Recipient's compliance with the terms of this Agreement. Sub Recipient further agrees to inform the City/Grantee of any changes in address, telephone number, or email address within three (3) business days of such change.

M. 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.

N. 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)

O. Implementation Schedule

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

P. Sources and Uses of Funds (if applicable)

Q. Other Special Conditions

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

R. 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			
ATTN: Community Development Division			
100 East First Street			
Grand Island NE, 68801-1968			
Telephone:	(308)385-5444 ext. 212	Telephone:	
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 2 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 Business name of Grand Island

Date _____ By _____
Owner

RESOLUTION 2020-119

WHEREAS, the City of Grand Island, Nebraska has become an Entitlement Community 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 use of Community Development Block Grant Program Income Funds in the form of a Revolving Loan Fund for economic development projects; and

WHEREAS, Revolving Loan funds will continue to be used for the goal of Job retention; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each Business awarded funds from the Revolving Loan Fund.

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 awarded Businesses and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 8, 2020	▣ City Attorney



City of Grand Island

Tuesday, May 12, 2020

Council Session

Item J-1

Approving Payment of Claims for the Period of April 29, 2020 through May 12, 2020

*The Claims for the period of April 29, 2020 through May 12, 2020 for a total amount of \$3,223,930.73.
A MOTION is in order.*

Staff Contact: Patrick Brown