

Tuesday, October 13, 2020 Council Session Agenda

City Council:

Jason Conley

Chuck Haase

Julie Hehnke

Jeremy Jones

Vaughn Minton

Mitchell Nickerson

Mike Paulick

Clay Schutz

Justin Scott Mark Stelk Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM Council Chambers - City Hall 100 East 1st Street, Grand Island, NE 68801

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



Tuesday, October 13, 2020 Council Session

Item E-1

Public Hearing on Request from JR Enterprises, LLC dba JR Liquor, 624 West 4th Street for an Addition to their Class "D-079068" Liquor License

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

Staff Contact: RaNae Edwards

From: RaNae Edwards, City Clerk

Meeting: October 13, 2020

Subject: Public Hearing on Request from JR Enterprises, LLC dba

JR Liquor, 624 West 4th Street for an Addition to their

Class "D-079068" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

JR Enterprises, LLC dba JR Liquor, 624 West 4th Street has submitted an application for an addition to their Class "D-079068" Liquor License. The request is to add a storage warehouse area of approximately 20' x 40' to the north side of their current license.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments.

The request is to add a storage warehouse area of approximately 20' x 40' to the north side of their current license. Staff is recommending approval contingent upon final inspections.

Alternatives

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

- 1. Approve the application.
- 2. Forward to the Nebraska Liquor Control Commission with no recommendation.
- 3. Forward to the Nebraska Liquor Control Commission with recommendations.
- 4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the application contingent upon final inspections.

Sample Motion

Move to approve the application for an addition to JR Enterprises, LLC dba JR Liquor, 624 West 4th Street Liquor License "D-079068" for a storage warehouse area of approximately 20' x 40' to the north side of their current liquor license contingent upon final inspections.



Tuesday, October 13, 2020 Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 3935 S. Locust Street (Deep Water Developments, LLC)

Council action will take place under Consent Agenda item G-9.

Staff Contact: Tim Luchsinger, Stacy Nonhof

From: Tim Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: October 13, 2020

Subject: Acquisition of Utility Easement – 3935 S. Locust Street

Deep Water Developments, LLC

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 ten (10) foot utility easement relative to the property of Deep Water Developments, LLC located through a part of the North Half of the Southwest Quarter (N½, SW¼), of Section Thirty-Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska (3935 South Locust Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Hooker Brothers Sand & Gravel, Inc., is relocating their office building and main pump staging area located at 3935 South Locust Street; 3,000 feet of 4" PVC conduit, 2,800 feet of 2" PVC conduit, 3,250 feet of 1/0 cable, three high voltage terminals and two transformers will be installed to accommodate the relocation. The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

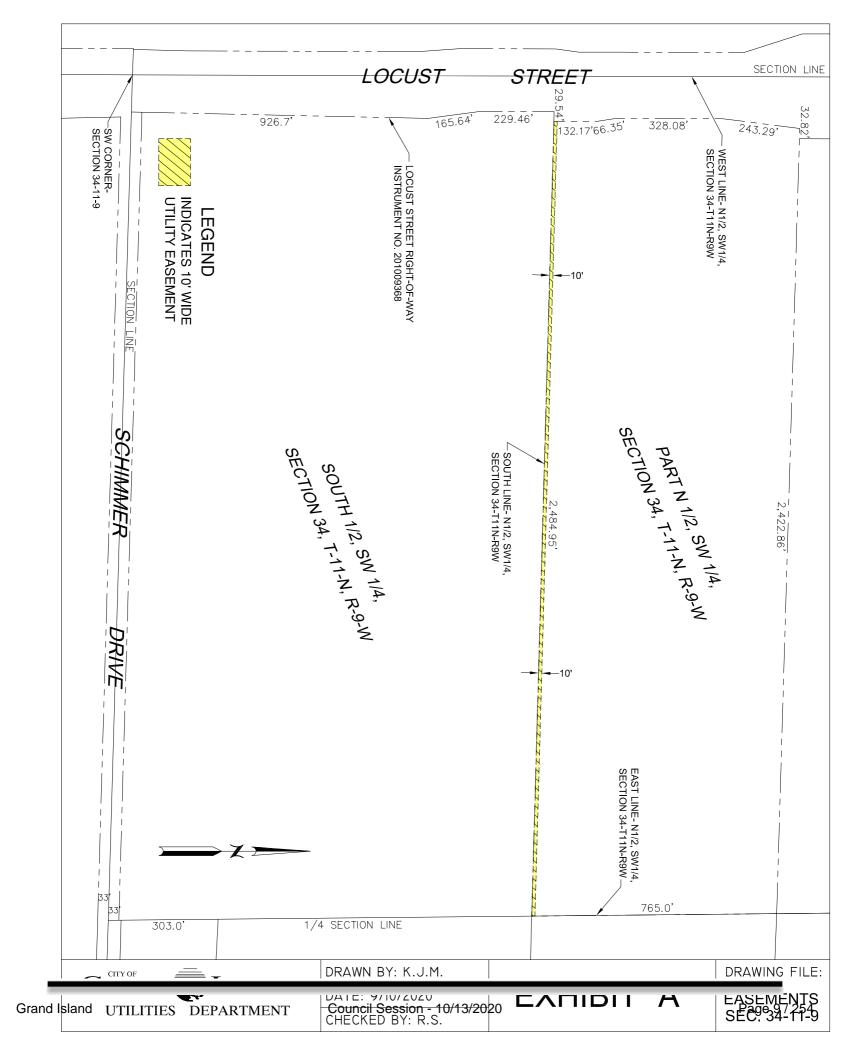
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4 Take no action on the issue

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.





Tuesday, October 13, 2020 Council Session

Item F-1

#9791 - Consideration of Approving Annexation of Property Located at Capital Avenue and Engleman Road NWE North Subdivision (Second Reading)

Staff Contact: Chad Nabity

From: Regional Planning Commission

Meeting: September 22, 2020

Subject: An Ordinance to include NWE North Subdivision as an

Addition to the City of Grand Island, Nebraska and the

adjoining right-of -way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Mettenbrink Family Investments L.LC. as owner of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 2, 2020.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One lot to be used for a Northwestern Energy Substations would be added to the City as a result of this annexation. This property is located north of west of Engleman Road and north of Capital Avenue.

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

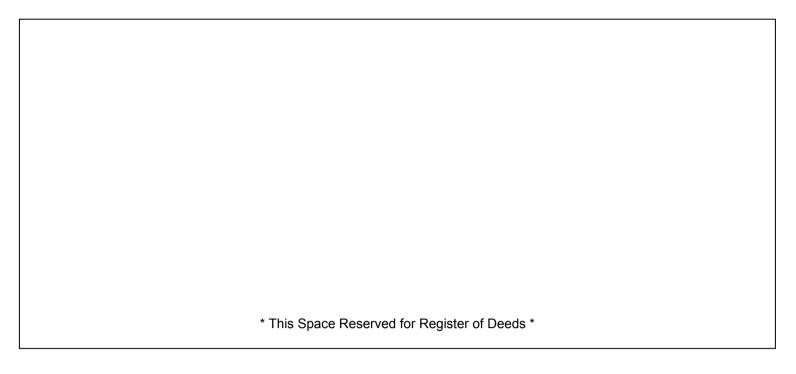
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.





ORDINANCE NO. 9791

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of NWE North and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Mettenbrink Family Investments L.L.C., as owner of the property submitted a plat of NWE North Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

> Approved as to Form ¤ _____ October 23, 2020 ¤ City Attorney

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on September 22, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on October 13, 2020 approved such annexation on second reading and on October 27, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

- (A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.
- (B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.
- (C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.
- (D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

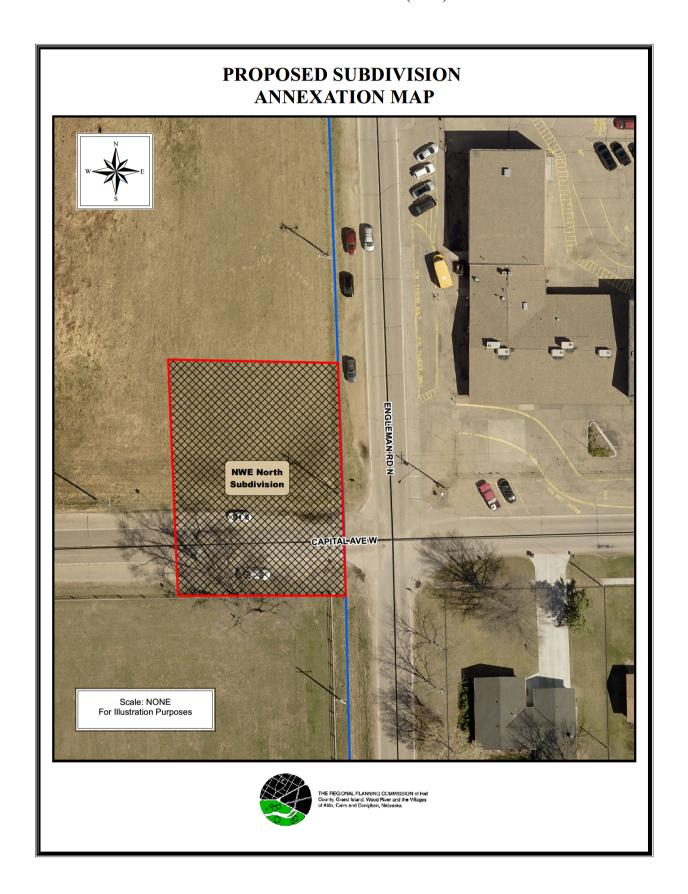
SECTION 8. This ordinance shall be in full force and effect on November 15,
2020 after its approval and passage on October 27, 2020 and publication, in pamphlet form, as
provided by law.
Enacted: October 13, 2020.
Roger G. Steele, Mayor
Attest:
DaNias Edwards City Clark
RaNae Edwards, City Clerk

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION THREE (3), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 3-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°49'01"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 110.00 FEET; THENCE N01°04'05"W A DISTANCE OF 90.00 FEET; THENCE N89°49'01"E A DISTANCE OF 110.00 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4; THENCE S01°04'05"E, ALONG THE EAST LINE OF SAID SE1/4, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 9898.83 SQUARE FEET OR 0.227 ACRES MORE OR LESS OF WHICH 0.147 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY ALONG WITH ALL ADJECENT AND CONTINGUOUS ROAD RIGHT-WAY AND EASEMENTS FOR ROAD PURPOSES.





Tuesday, October 13, 2020 Council Session

Item F-2

#9792 - Consideration of Approving Annexation of Property Located at Husker Highway and Engleman Road NWE South Subdivision (Second Reading)

Staff Contact: Chad Nabity

From: Regional Planning Commission

Meeting: October 13, 2020

Subject: An Ordinance to include NWE South Subdivision as an

Addition to the City of Grand Island, Nebraska and the

adjoining right-of -way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Steven D. Hostler and Elaine S. Hostler., as owners of the property submitted a plat of NWE South Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 2, 2020.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One lot to be used for a Northwestern Energy Substations would be added to the City as a result of this annexation. This property is located north of west of Engleman Road and south of Husker Highway.

Alternatives

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

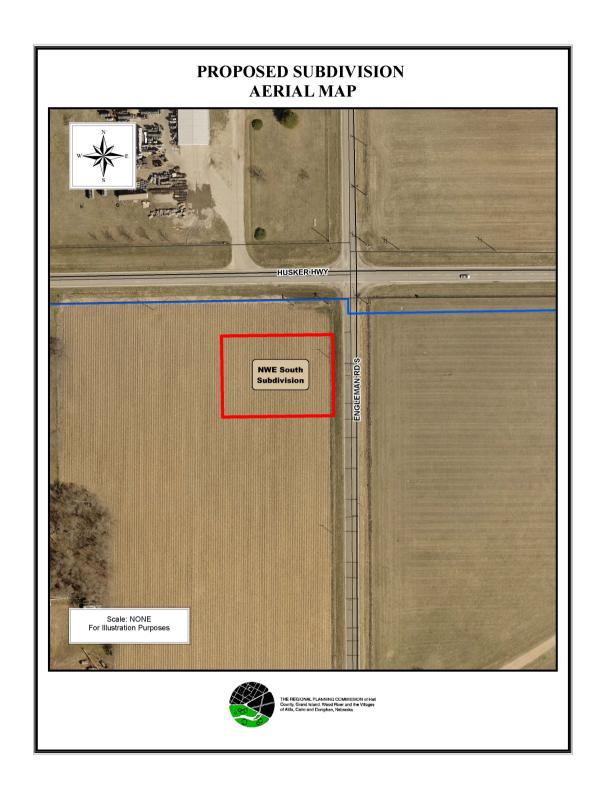
- 1. Move to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

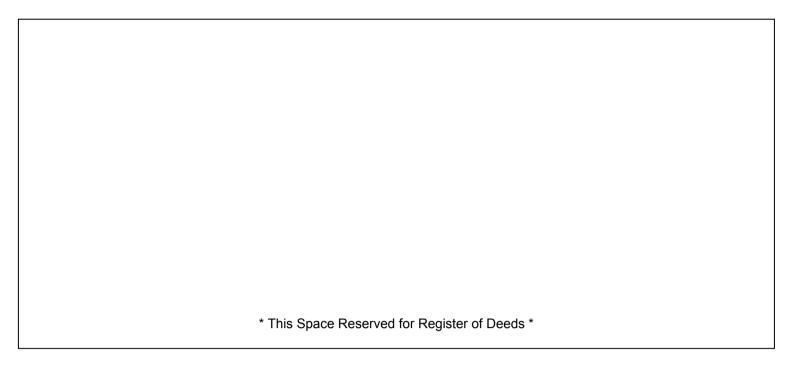
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.





ORDINANCE NO. 9792

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of NWE South and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Steven D. Hostler and Elaine S. Hostler., as owners of the property submitted a plat of NWE South Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

> Approved as to Form ¤ _____ October 23, 2020 ¤ City Attorney

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on September 22, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on October 13, 2020 approved such annexation on second reading and on October 27, 2020 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

- (A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.
- (B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.
- (C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.
- (D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

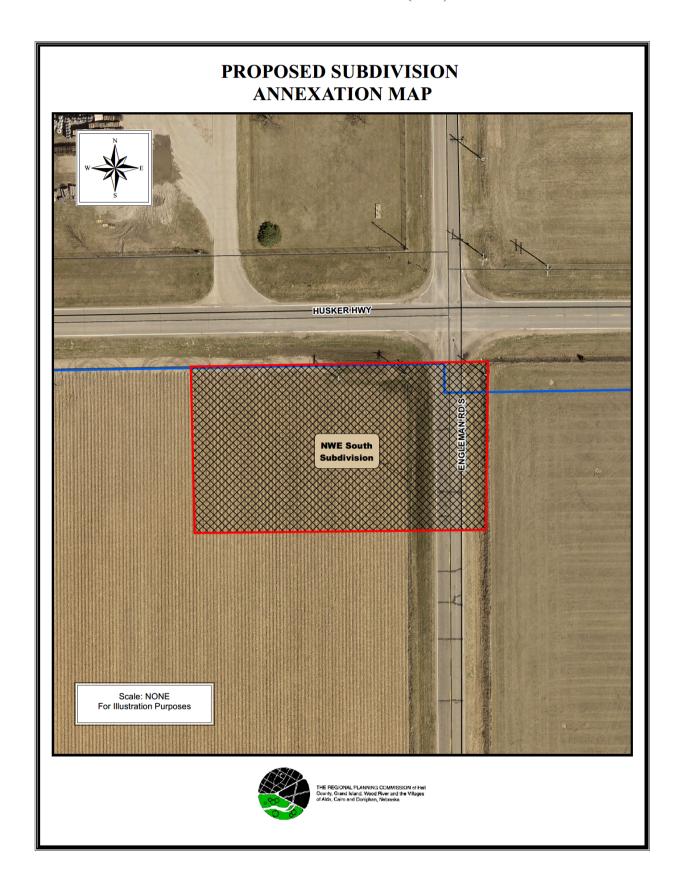
SECTION 8. This ordinance shall be in full force and effect on November 5,
2020 after its approval and passage on October 27, 2020 and publication, in pamphlet form, as
provided by law.
Enacted: October 13, 2020.
Roger G. Steele, Mayor
Attest:
RaNae Edwards, City Clerk

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S00°39'31"W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°39'31"W, ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET; THENCE N89°59'18"W A DISTANCE OF 110.00 FEET; THENCE N00°39'31"E A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°59'18"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2800.00 SQUARE FEET OR 0.064 ACRES MORE OR LESS OF WHICH 0.037 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY ALONG WITH ALL ADJECENT AND CONTINGUOUS ROAD RIGHT-WAY AND EASEMENTS FOR ROAD PURPOSES.





Tuesday, October 13, 2020 Council Session

Item F-3

#9793 - Consideration of Vacation of Utility Easement - 3539 S. Locust Street - Hooker Brothers

Staff Contact: Tim Luchsinger, Stacy Nonhof

From: Timothy Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: October 13, 2020

Subject: Ordinance # 9793 - Consideration of Vacation of Utility

Easement – Hooker Bros. Sand & Gravel, Inc. – 3539 S.

Locust Street

Presenter(s): Timothy Luchsinger, Utilities Director

Background

There is a (20) foot wide utility easement located in part of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section Thirty Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska that needs to be vacated.

Discussion

The current office located at 3539 S. Locust Street is being relocated and the electrical service inside the easement has been abandoned. The vacation of this easement will allow the lessee and lessor to proceed with future development.

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 Ordinance, and that the described easement be vacated.

Sample Motion

Move to approve the Ordinance and vacate the utility easement as described in Document No. 200301598 (Exhibit A).

ORDINANCE No. 9793

An ordinance to vacate an existing acquired twenty (20.0) foot wide Utility Easement recorded in Instrument Number 200301598, as recorded in the Hall County, Nebraska Register of Deeds Office, and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for the publication and the effective date of this ordinance.

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

SECTION 1. That the twenty (20.0) foot wide utility easement and right-of-way tract located in part of the Southwest Quarter of the Southwest Quarter (SW1/4,SW1/4) of Section Thirty Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska to be vacated being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter (SW1/4) of Section Thirty Four (34), Township Eleven (11) North, Range Nine (9) West; thence northerly, along the westerly line of the Southwest Quarter of the Southwest Quarter (SW1.4,SW1/4) of said Section Thirty Four (34), a distance of one thousand seventy-six and thirty hundredths (1,076.30) feet; thence deflecting right 94°19'21" and running southeasterly, a distance of one hundred sixteen and ninety-seven hundredths (116.97) feet to a point on the easterly right-of-way line of Locust Street, being the ACTUAL Point of Beginning; thence deflecting left 36°24'05" and running northeasterly, a distance of one hundred five (105.0) feet; thence deflecting left 46°57'09" and running northeasterly, a distance of seventy (70.0) feet to the point of termination.

Approved as to Form ¤
October 23, 2020 ¤ City Attorney

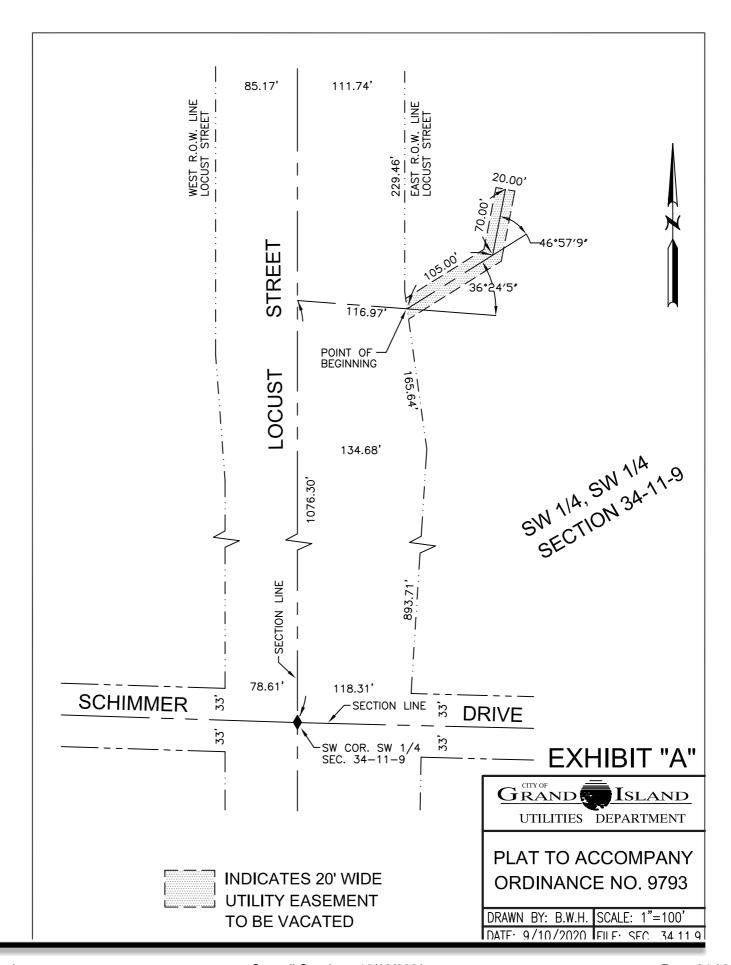
Such Utility Easement to be vacated as shown on Exhibit "A" attached hereto dated 9/10/2020 and incorporated herein by reference.

SECTION 2. This Ordinance is hereby directed to be recorded in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: October 13, 2020.	
	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	





Tuesday, October 13, 2020 Council Session

Item F-4

#9794 - Consideration of Creation of Sanitary Sewer District No. 545; Parkview Subdivision

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

From: Keith Kurz, Assistant Public Works Director

Meeting: October 13, 2020

Subject: Consideration of Creation of Sanitary Sewer District No.

545; Parkview Subdivision

Presenter(s): John Collins, Public Works Director

Background

The Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to provide sanitary sewer service to an unserved area in the existing Parkview Subdivision.

The boundary for the proposed Sanitary Sewer District No. 545; Parkview Subdivision was selected in order to serve an area previously unserved that is located north of Mill River Road, east of South Blaine Street. The proposed district boundary would eliminate approximately eight (8) septic tanks and provide sanitary sewer service to sixteen (16) lots. There is a portion of this area with multiple lots, parcels, and vacated streets inclusive to a community building that will be served as one (1) lot.

Discussion

If the district is created, a notice will be mailed to all affected property owners, a 30-day protest period allowed and an open house meeting held to review the project with property owners. The Public Works Department recommends that the assessments for the district be on a ten (10) year repayment schedule.

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 creation of Sanitary Sewer District No. 545.

Sample Motion

Move to approve the resolution.

ORDINANCE NO. 9794

An ordinance creating Sanitary Sewer District No. 545 of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; assessing the costs of such improvements; providing for certification to the Register of Deeds; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 545 is hereby created for the construction of an 8" inch gravity sanitary sewer system within a portion of Parkview and Olde Mill Subdivisions all within the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

A SANITARY SEWER DISTRICT BOUNDARY COMPRISING ALL OF LOT 3, BONNEY SUBDIVISION; ALL OF LOTS 1 THRU 15, BLOCK E, PARK-VIEW SUBDIVISION, ALL OF LOTS 1 THRU 12, BLOCK 1, OLDE MILL SUBDIVISION; AND ALL OF LOTS 3 THRU 24, BLOCK 2, OLDE MILL SUBDIVISION; LOCATED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK E, PARK-VIEW SUBDIVISION, SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE EASTERLY ON THE SOUTH RIGHT OF WAY LINE OF PIONEER BOULEVARD TO THE NORTHEAST CORNER OF LOT 1, BLOCK E, PARK-VIEW SUBIDIVISION; THENCE

Approved as to Form

Cotober 23, 2020

City Attorney

ORDINANCE NO. 9794 (Cont.)

CONTINUING EASTERLY ON THE SOUTH RIGHT OF WAY LINE OF SAID PIONEER BOULEVARD FOR A DISTANCE OF 79.18 FEET; THENCE NORTHEASTERLY ON THE SOUTH RIGHT OF WAY LINE OF SAID PIONEER BOULEVARD TO THE NORTHEAST CORNER OF LOT 3, BONNEY SUBDIVISION; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 3, BONNEY SUBDIVISION TO THE SOUTHEAST CORNER OF SAID LOT 3, BONNEY SUBDIVISION; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 3. BONNEY SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 3. BONNEY SUBDIVISION; THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARK-VIEW SUBDIVISION TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, OLDE MILL SUBDIVISION; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 12, BLOCK 1, OLDE MILL SUBDIVISION FOR A DISTANCE OF 100.0 FEET; THENCE EASTERLY ON THE NORTHERN LINE OF SAID LOT 12, BLOCK 1, OLDE MILL SUBDIVISION TO THE NORTHWEST CORNER OF LOT 13, BLOCK 1, OLDE MILL SUBDIVISION; THENCE SOUTHWESTERLY ON THE EASTERN LINE OF SAID LOT 12. BLOCK 1, OLDE MILL SUBDIVISION TO THE SOUTHEAST CORNER OF SAID LOT 12, BLOCK 1, OLDE MILL SUBDIVISION; THENCE SOUTHERLY ON THE WEST LINE OF BLOCK 1, OLDE MILL SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 1, OLDE MILL SUBDIVISION; THENCE WESTERLY ON THE NORTH LINE OF LOT 1, OLDE MILL SECOND SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 1, OLDE MILL SECOND SUBDIVISION; THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 1. OLDE MILL SECOND SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 1, OLDE MILL SECOND SUBDIVISION; THENCE WESTERLY ON THE NORTH RIGHT OF WAY LINE OF MILL RIVER ROAD TO THE SOUTHWEST CORNER OF LOT 24. BLOCK 2. OLDE MILL SUBDIVISION. THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 24 AND THE WEST LINE OF LOT 3, BLOCK 2, OLDE MILL SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 2, OLDE MILL SUBDIVISION; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, OLDE MILL SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 1, BLOCK 1, OLDE MILL SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, OLDE MILL SUBDIVISION; THENCE EASTERLY ON THE NORTH LINE OF OLDE MILL SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 15, BLOCK E, PARK-VIEW SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 15, BLOCK E, PARK-VIEW SUBDIVISION TO THE POINT OF BEGINNING.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the costs thereof. Bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

ORDINANCE NO. 9794 (Cont.)

SECTION 4. All improvements shall be made at public cost, but the cost thereof

shall be assessed upon the lots and lands in the district specially benefited thereby as provided by

law.

SECTION 5. This ordinance shall be in force and take effect from and after its

passage, approval and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the

office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the

creation of said district shall be published in the Grand Island Independent, a legal newspaper

published and of general circulation in said City, as provided by law, and shall be provided by

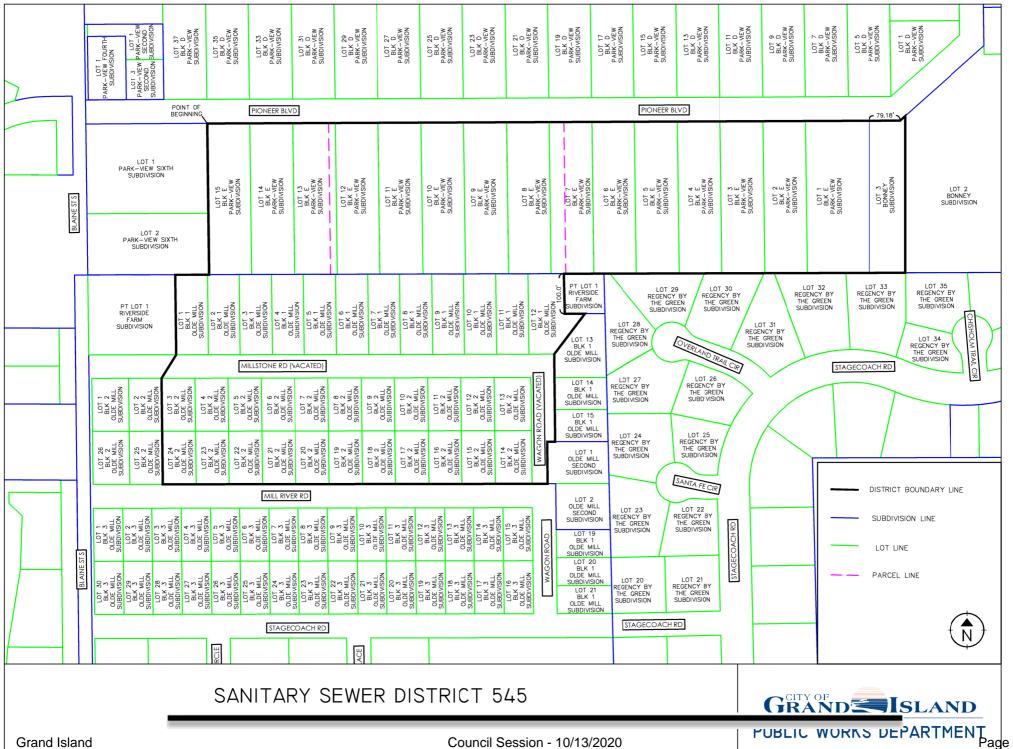
mailed notice to the affected property owners of such district creation and that they shall have

thirty (30) days from and after such publication to file with the Grand Island City Clerk their

written protest of the creation of the district.

Enacted: October 13, 2020.

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards City Clerk		





Tuesday, October 13, 2020 Council Session

Item G-1

Approving Minutes of September 22, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING September 22, 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 September 22, 2020. Notice of the meeting was given in *The Grand Island Independent* on September 16, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmember Jeremy Jones was absent. 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.

<u>Presentation of the Food & Beverage Occupation Tax Oversight Committee 2020 Annual Report.</u> Chairman Ron Depue presented the 2020 Annual Report of the Food & Beverage Occupation Tax Oversight Committee.

PUBLIC HEARINGS:

<u>Public Hearing on Acquisition of Utility Easement - 4705 Gold Core Drive - ZITSKI, LLC.</u> Utilities Director Tim Luchsinger reported that acquisition of a utility easement was needed for property located at 4705 Gold Core Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Nova-Tech had requested an additional upgrade to their electrical service. Staff recommended approval. No public testimony was heard.

Public Hearing on Zoning Change for property located east of Engleman Road and south of Indian Grass Road (part of Copper Creek Subdivision) from R2 Low Density Residential to R-3SL Medium Density Residential Small Lot Zone (Guarantee Group LLC). Regional Planning Director Chad Nabity reported that an application had been made to rezone property at the southwest corner of Copper Creek Subdivision excluding property owned by the Grand Island Utilities Department from R2-Low Density Residential to R3-SL Medium Density Residential Small Lot Zone. The proposed 40' wide lots would accommodate both detached single family homes with a width of 30 feet or townhomes with a shared center property line and a width of up to 35 feet. Staff recommended approval. Amos Anson, 4234 Arizona Avenue; Sean O'Connor, 1912 West Anna Street; and Gordon Coble, 670 12th Avenue, St. Paul, Nebraska spoke in support. Matt Shultz, 4232 Indian Grass Road mentioned concerns of affordable housing and traffic. No further public testimony was heard.

Public Hearing on Changes to Chapter 36-61 of the Grand Island City Code Relative to (LLR) Large Lot Residential Zone. Regional Planning Director Chad Nabity reported issues had come up with larger tracts of land in the Large Lot Residential Zoning (LLR) district specifically how

to allow certain uses on tracts of more than 5 acres. The Planning Department and Building Department had recently had some issues with owners of large (more than 5 acres) properties that are zoned LLR wanting an electric service to provide a well for animals, or building a large picnic shelter of a size that would require a building permit on a lot without a house or other principal use. Nabity explained that changes to this zoning district would allow for animals on property of more than 5 acres with the use of a conditional use permit. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9788 - Consideration of Amendments to Grand Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

#9789 - Consideration of Approving Zoning Change for Property located East of Engleman Road and South of Indian Grass Road (part of Copper Creek Subdivision) from R2 Low Density Residential R-3SL Medium Density Residential Small Lot (Guarantee Group LLC)

#9790 - Consideration of Approving Changes to Chapter 36-61 of the Grand Island City Code Relative to (LLR) Large Lot Residential.

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

#9788 - Consideration of Amendments to Grand Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes.

Public Works Director John Collins reported that the last review of the Snow Emergency Routes was conducted in 2015. The current list can be found in Section 22-113 of the City Code. With the construction and opening of the new hospital located at Prairieview Street and Husker Highway, it was determined that Prairieview Street would need to be added to the Snow Emergency Routes. This was an opportune time to reevaluate the existing Snow Emergency Routes for limit changes, other additions or possible removal. Staff recommended approval.

Motion by Schutz, second by Haase to approve Ordinance #9788.

City Clerk: Ordinance #9788 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9788 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9788 is declared to be lawfully adopted upon publication as required by law

#9789 - Consideration of Approving Zoning Change for Property located East of Engleman Road and South of Indian Grass Road (part of Copper Creek Subdivision) from R2 Low Density Residential R-3SL Medium Density Residential Small Lot (Guarantee Group LLC).

This item was related to the above Public Hearing. Discussion was held regarding the size and number of lots, the final plat and a future park in this area.

Motion by Minton, second by Hehnke to approve Ordinance #9789.

City Clerk: Ordinance #9789 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Minton, Nickerson, Scott, and Stelk voted aye. Councilmembers Paulick and Schutz voted no. Motion adopted.

City Clerk: Ordinance #9789 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Minton, Nickerson, Scott, and Stelk voted aye. Councilmembers Paulick and Schutz voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9789 is declared to be lawfully adopted upon publication as required by law.

#9790 - Consideration of Approving Changes to Chapter 36-61 of the Grand Island City Code Relative to (LLR) Large Lot Residential.

This item was related to the above Public Hearing. Discussion was held regarding Conditional Use Permits and uses on the property. Building Director Craig Lewis commented on the Conditional Use Permit process allowing neighbors to give their option.

Motion by Paulick, second by Stelk to approve Ordinance #9790.

City Clerk: Ordinance #9790 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9790 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9790 is declared to be lawfully adopted upon publication as required by law.

#9791 - Consideration of Approving Annexation of Property Located at Capital Avenue and Engleman Road NWE North Subdivision (First Reading).

Regional Planning Director Chad Nabity reported that Mettenbrink Family Investments LLC, owners of the property, submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. Annexation of this property would not result in the extension of the Grand Island Zoning Jurisdiction. This property is located north of west of Engleman Road and north of Capital Avenue. Staff recommended approval.

Motion by Paulick, second by Stelk to approve Ordinance #9791.

City Clerk: Ordinance #9791 on first reading. All those in favor of the passage of the ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9792 - Consideration of Approving Annexation of Property Located at Husker Highway and Engleman Road NWE South Subdivision (First Reading).

Regional Planning Director Chad Nabity reported that Steven and Elaine Hostler, as owners of the property, submitted a plat of NWE South Subdivision an Addition to the City of Grand Island. Annexation of this property would not result in the extension of the Grand Island Zoning Jurisdiction. This property is located north of west of Engleman Road and south of Husker Highway. Staff recommended approval.

Motion by Schutz, second by Nickerson to approve Ordinance #9792.

City Clerk: Ordinance #9792 on first reading. All those in favor of the passage of the ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

<u>CONSENT AGENDA</u>: Consent Agenda item G-24 (Resolution #2020-242) was removed for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-24. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 8, 2020 City Council Regular Meeting.

Approving Request from Cody Schmick, 3460 Anaheim Drive, Lincoln, Nebraska for Liquor Manager Designation with Kinkaider Brewing Company, LLC., 316 North Pine Street.

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment, LLC.

#2020-222 - Approving Agreement with Clean Community Systems.

- #2020-223 Approving Acquisition of Utility Easement 4705 Gold Core Drive ZITSKI, LLC.
- #2020-224 Approving Bid Award Boiler Inspection & Repair at Platte Generating Station Fall 2020 Outage with Locke AMI of Olathe, Kansas in an Amount of \$199,758.00.
- #2020-225 Approving Bid Award Purchase of Sulfuric Acid with Telemetry Program with Univar USA of Omaha, Nebraska in an Amount of \$156.00 per ton and an Annual estimated Amount of \$71,557.20.
- #2020-226 Approving the Renewal of Property, Peril, Fire & Terrorism Insurance with Factory Mutual Insurance Company of St. Louis, Missouri in an Amount of \$572,114.00 and Terrorism Insurance of \$37,711.00 for 2020-2021.
- #2020-227 Approving PGS Coal Combustion Residual (CCR) Groundwater Services Task 16 with HDR Engineering in the Amount not to exceed \$13,310.00.
- #2020-228 Approving Change Order #1 for Boiler Inspection and Repair Spring, 2020 with Locke AMI of Olathe, Kansas for an Increase of \$8,027.85 and a Revised Contract Amount of \$98,064.85.
- #2020-229 Approving Final Plat and Subdivision Agreement for Copper Creek 16th Subdivision. It was noted that Guarantee Group, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Sixteenth Subdivision located east of Engleman Road and south of Old Potash Highway for the purpose of creating 27 lots on 4.086 acres.
- #2020-230 Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2021 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.
- #2020-231 Approving Change Order No. 1 for the 2020 Asphalt Resurfacing Project No. 2020-AC-1 with Gary Smith Construction Co. Inc. of Grand Island, Nebraska to Extend the Completion Date to November 15, 2020.
- #2020-232 Approving the Re-establishment of Connection Fees for Subdivided Lots in Bosselville Fourth Subdivision- Sanitary Sewer District No. 530T.
- #2020-233 Approving Amendment No. 1 to Engineering Consulting Services for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions with Alfred Benesch & Company of Lincoln, Nebraska for an Increase of \$73,592.00 and a Revised Contract Amount of \$133,020.00.
- #2020-234 Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2020-2021 to Harders Dozer and Scraper, LLC of Cairo, Nebraska.

- #2020-235 Approving Certificate of Final Completion for Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5with Ovivo USA, LLC of Salt Lake City, Utah...
- #2020-236 Approving Certificate of Final Completion for Final Clarifier No. 2 Renovation; Project No. 2020-WWTP-2 with Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri.
- #2020-237 Approving Change Order No. 1 for Moores Creek Drain Extension- North Road to Engleman Road; Project No. 2020-D-1 with Mid Nebraska Land Developers, LLC of Aurora, Nebraska to Extend the Completion Date to November 15, 2020.
- #2020-238 Approving Bid Award for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$678,366.25.
- #2020-239 Approving RFP for Design Services to Reconstruct Baffles at the Heartland Public Shooting Park Parks & Recreation Department with JEO Consulting Group of Wahoo, Nebraska in an Amount of \$44,000.00.
- #2020-240 Approving Overnight RV Parking for May 2021 Softball Tournament at Veterans Sports Complex Parks & Recreation Department.
- #2020-241 Approving CDBG Amendment No. 01 to Contract #2018-6 with Hope Harbor, Inc.
- #2020-242 Approving Grand Island Fire Departments Medical Director's Contract with Dr. Michael McGahan of Grand Island, Nebraska in an Amount of \$23,000.00 per year. Councilmember Stelk thanked Dr. McGahan for his 22 years of service to the City of Grand Island with no raise in the last 10 years.

Motion by Stelk, second by Minton to approve Resolution #2020-242. Upon roll call vote, all voted aye. Motion adopted.

RESOLUITONS:

#2020-243 - Consideration of Approving Bid Award - Construction of Pickleball Courts at Veterans Sports Complex - Parks & Recreation Department. Parks and Recreation Director Todd McCoy reported that on August 2, 2020 the Parks and Recreation Department advertised for bids to construct eight (8) new pickleball courts at the Veterans Sports Complex. Staff recommends accepting the low bid of \$457,695.00 from Multicon, Inc. of Wichita, Kansas to build the eight (8) new pickleball courts. The project is scheduled to be completed by May 31, 2021. The Parks and Recreation Department has teamed up with the Grand Island Pickleball Club in planning and support of this project. To date the Pickleball Club had formally pledged \$115,485.76 toward the project and the group was continuing fund raising efforts. Food and Beverage Tax proceeds would be utilized for expenses beyond private donations.

Nita Lechner, 215 Lakeside Drive spoke in support and mentioned the Pickleball Club had raised \$116,617.82 for this project. Comments were made by Council regarding maintenance. Parks & Recreation Director Todd McCoy answered questions concerning staffing and watering Stolley park. Mayor Steele thanks the Pickleball Club for their donation to this project.

Motion by Paulick, second by Conley to approve Resolution #2020-243. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of September 9, 2020 through September 22, 2020 for a total amount of \$7,995,661.99. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:50 p.m.

RaNae Edwards City Clerk



Tuesday, October 13, 2020 Council Session

Item G-2

Approving Re-Appointment of Glen Murray to the Community Redevelopment Authority Board

Mayor Steele has submitted the re-appointment of Glen Murray to the Community Redevelopment Board. The appointment would become effective October 1, 2020 upon approval by the City Council and would expire on September 30, 2025.



Tuesday, October 13, 2020 Council Session

Item G-3

Approving Re-Appointment of Robin Hendricksen to the Regional Planning Commission

Mayor Steele has submitted the re-appointment of Robin Hendricksen to the Regional Planning Commission. The appointment would become effective November 1, 2020 upon approval by the City Council and would expire on October 31, 2023.



Tuesday, October 13, 2020 Council Session

Item G-4

Approving Re-Appointments of Jason Morledge, Mike Schuster, and Tom O'Neill to the Citizens Advisory Review Committee

Mayor Steele has submitted the re-appointments of Jason Morledge, Mike Schuster and Tom O'Neill to the Citizens Advisory Review Committee. The appointments would become effective immediately upon approval by the City Council and would expire on September 30, 2022.



Tuesday, October 13, 2020 Council Session

Item G-5

Approving Appointment of Kelly Lemburg to the Animal Advisory Board

Mayor Steele has submitted the appointment of Kelly Lemburg to the Animal Advisory Board to replace Bob Loewenstein. The appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2023.



Tuesday, October 13, 2020 Council Session

Item G-6

#2020-244 - Approving Request from JR Enterprises, LLC dba JR Liquor, 624 West 4th Street for an Addition to their Class "D-079068" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2020-244

WHEREAS, an application was filed by JR Enterprises, LLC doing business as JR Liquor, 624 West 4^{th} Street for a 20' x 40' storage warehouse addition to their Class "D-079068" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 3, 2020; such publication cost being \$18.25; and

WHEREAS, a public hearing was held on October 13, 2020 for the purpose of discussing such liquor license application.

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

	identified liquor license application contingent upon final inspections.
	The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.
	The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:
	The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons:
Adopted by the Cit	cy Council of the City of Grand Island, Nebraska, October 13, 2020.
	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, C	ity Clerk

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{October 23, 2020} & \mbox{$\frac{\alpha$}{$}$} \\ \mbox{City Attorney} \\ \end{array}$



Tuesday, October 13, 2020 Council Session

Item G-7

#2020-245 - Approving Bid Award(s) - Tree Trimming Project 2021-TT-1

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: October 13, 2020

Subject: Tree Trimming 2021-TT-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Specifications for Contract 2021-TT-1 were prepared for trimming trees from around powerlines throughout the Utility Department's Electrical Service Area. The work by private firms helps maintain the proper clearances for safe operation of the department's electrical transmission and distribution lines.

Ten (10) individual areas were selected for inclusion in this year's project. The attached drawing shows the sections for tree trimming by outside contractors for this fiscal year.

Discussion

The contract documents for the work were publicly advertised, and notification sent to eight (8) potential firms. The project's specifications provide that the City may select any or all sections to be awarded under this contract. The project's estimate was \$225,000.00.

One bid was received and publicly opened on September 22, 2020. The bid from Leetch Tree Service, of Grand Island, Nebraska has been reviewed and evaluated. It is without exceptions and in compliance with the specifications. Their total bid for all ten (10) sections was \$189,575.00.

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 award Tree Trimming Contract 2021-TT-1 to the low responsive bidder, Leetch Tree Service, LLC, of Grand Island, Nebraska, in the amount of \$189,575.00.

Sample Motion

Move to approve Tree Trimming Contract 2021-TT-1 with Leetch Tree Service, LLC, in the amount of \$189,575.00.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE: September 22, 2020 at 2:00 p.m.

FOR: Tree Trimming Contract 2021-TT-1

DEPARTMENT: Utilities

ESTIMATE: \$225,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: August 24, 2020

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: <u>Leetch Tree Service</u>

Grand Island, NE

Bid Security: Western Surety Company

Exceptions: None

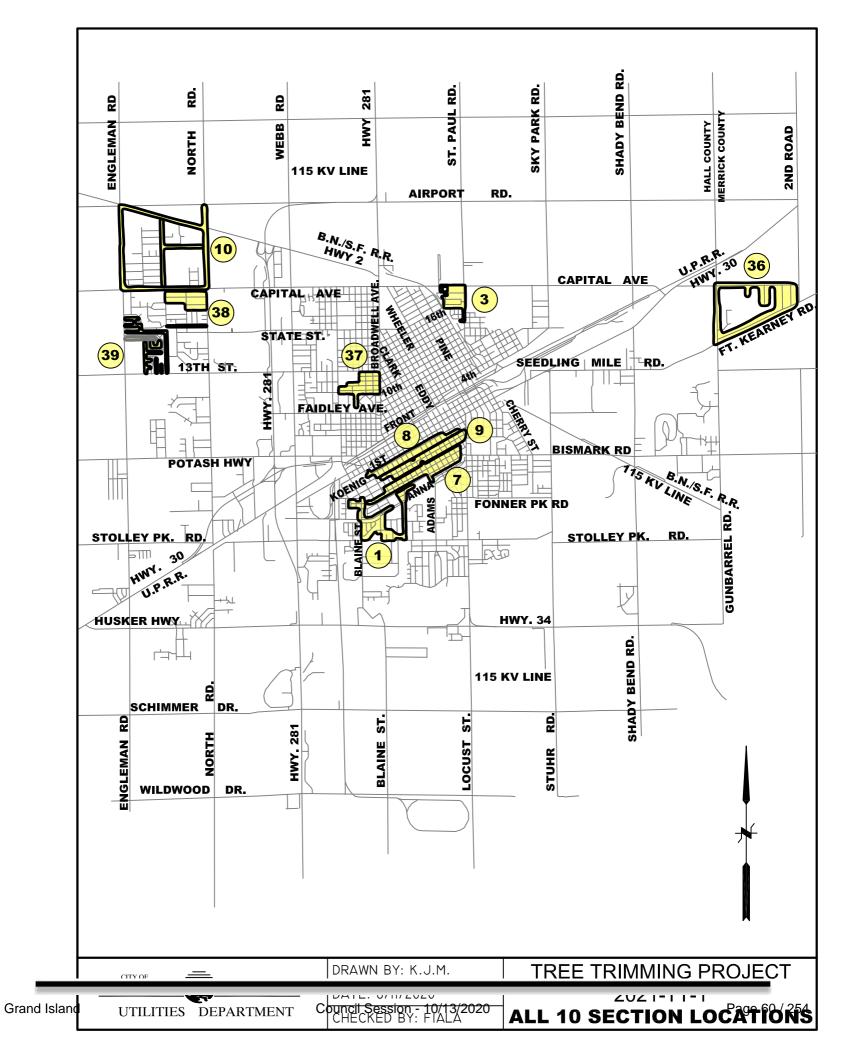
Bid Price:

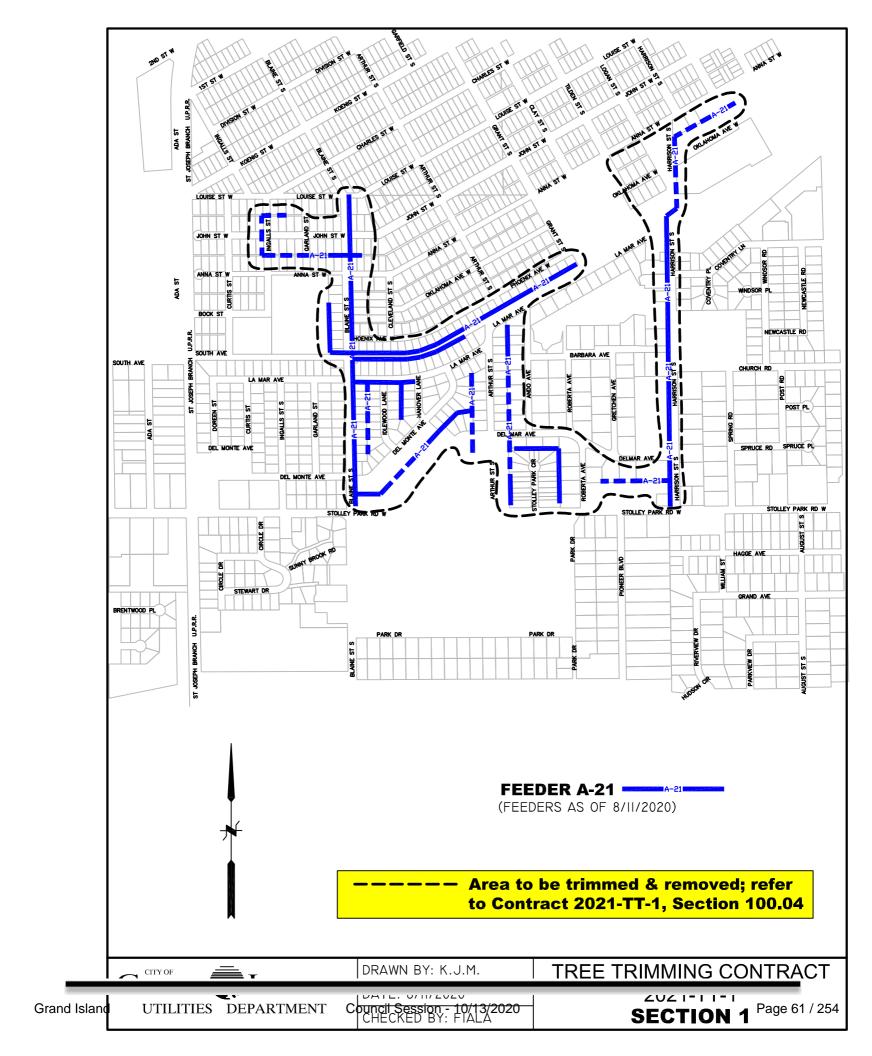
Section 01: \$28,250.00 **Section 03:** \$13,750.00 Section 07: \$28,750.00 **Section 08:** \$18,250.00 Section 09: \$18,825.00 **Section 10:** \$10,750.00 **Section 36:** \$28,000.00 Section 37: \$13,750.00 **Section 38:** \$ 9,750.00 **Section 39:** \$19,500.00 Total: \$189,575.00

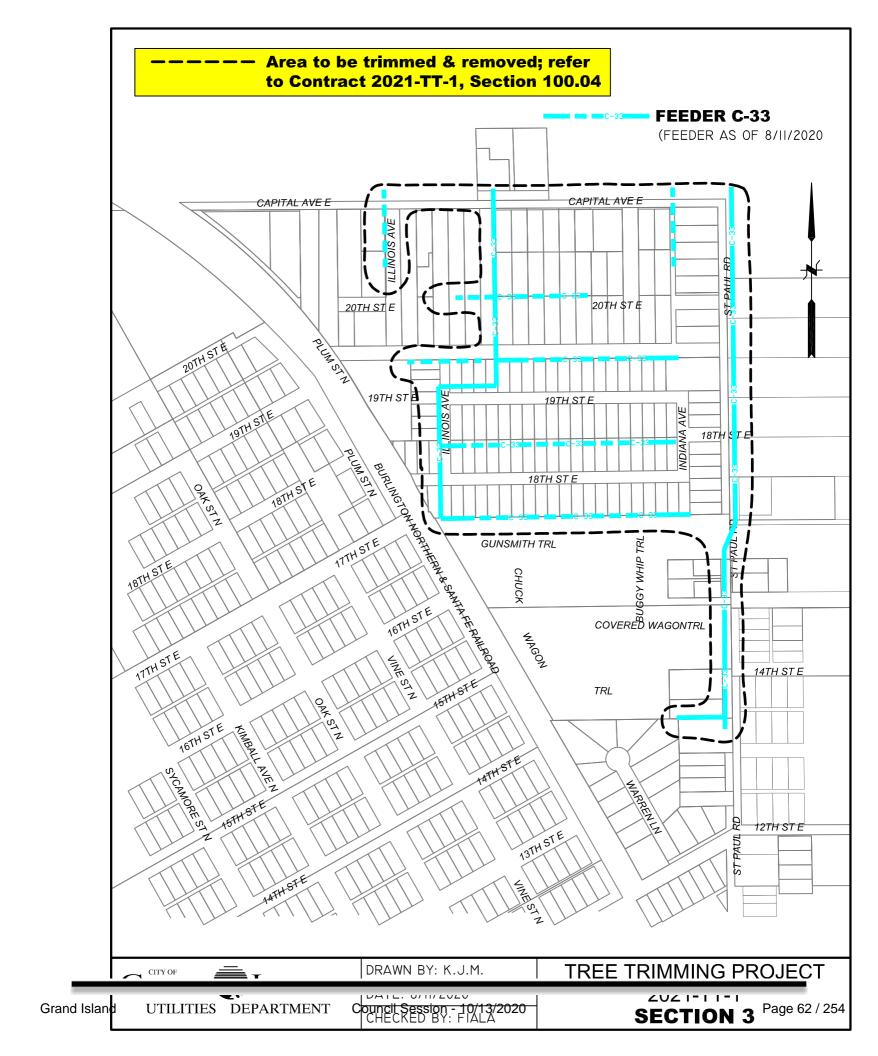
cc: Tim Luchsinger, Utilities Director

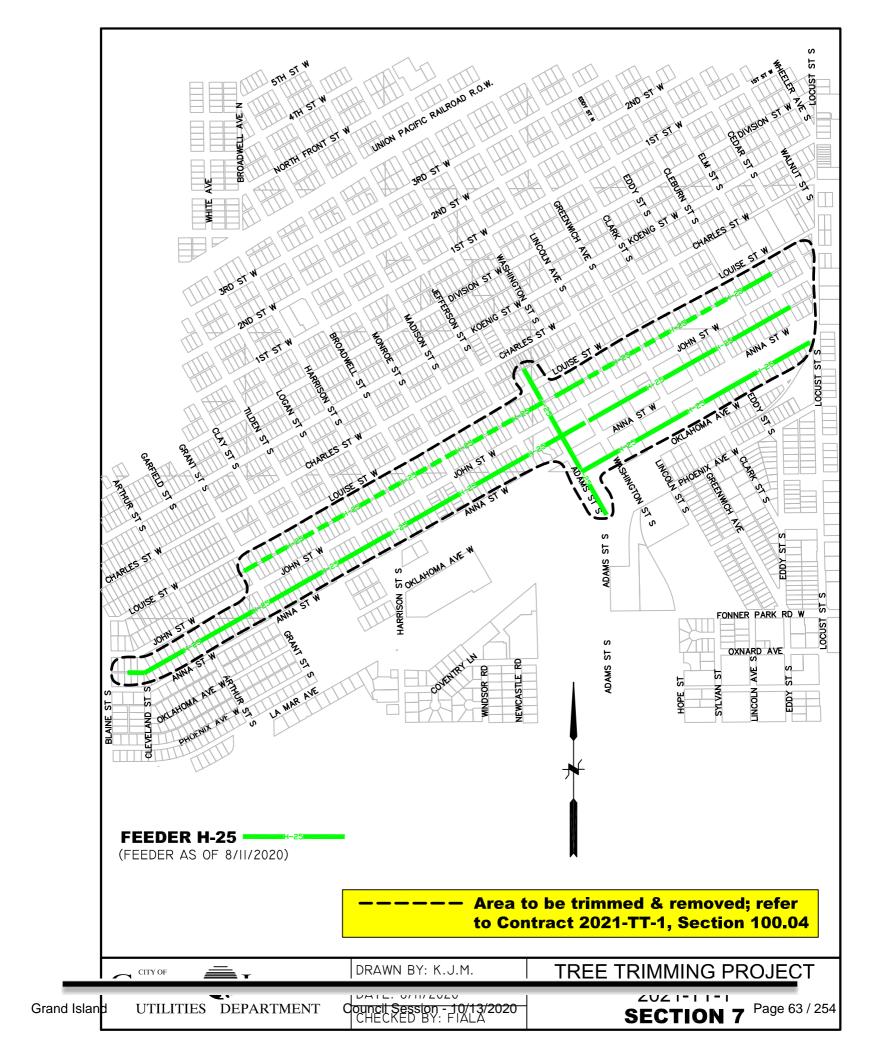
Jerry Janulewicz, City Administrator Stacy Nonhof, Purchasing Agent Pat Gericke, Utilities Admin. Assist. Patrick Brown, Finance Director Bryan Fiala, Electric Dist. Supt.

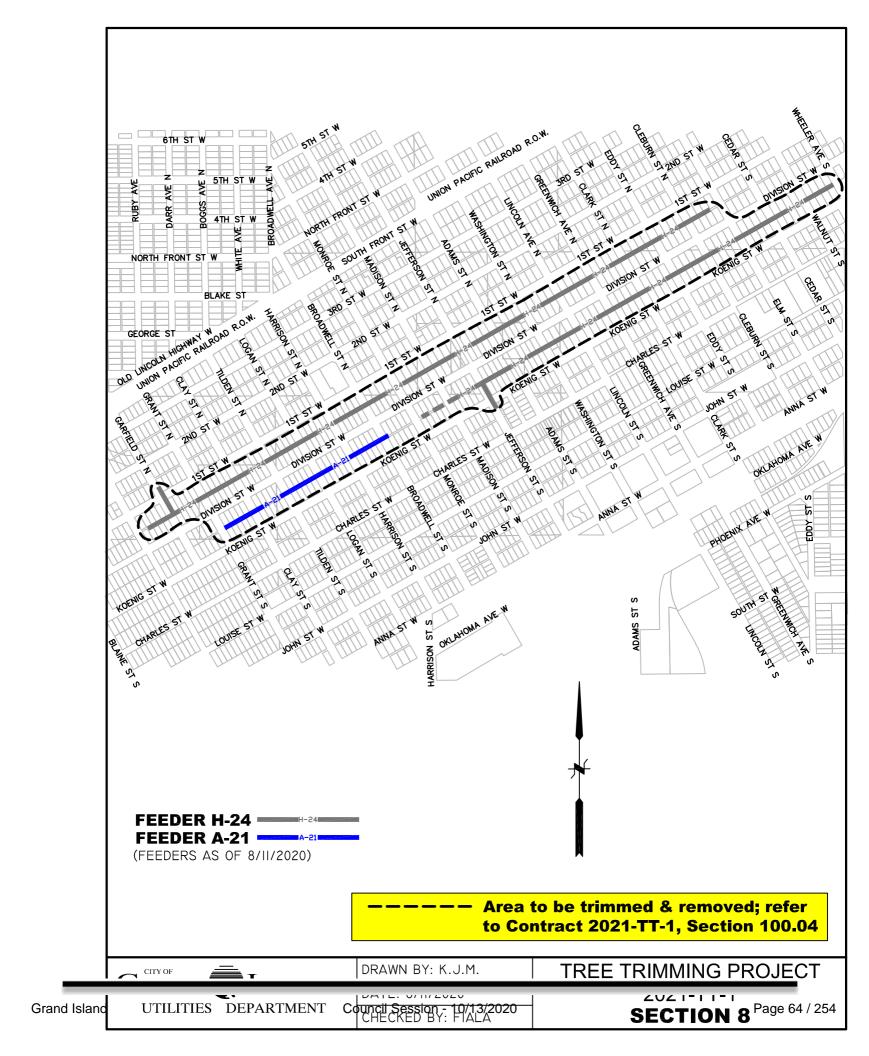
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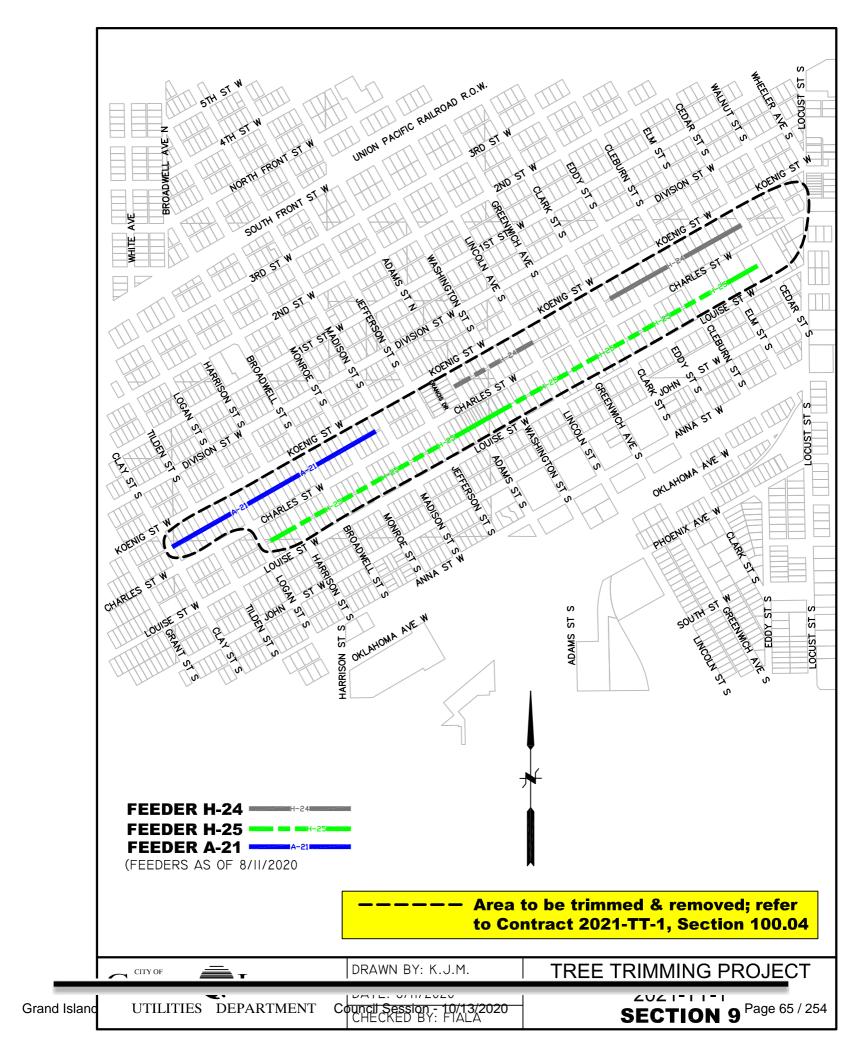


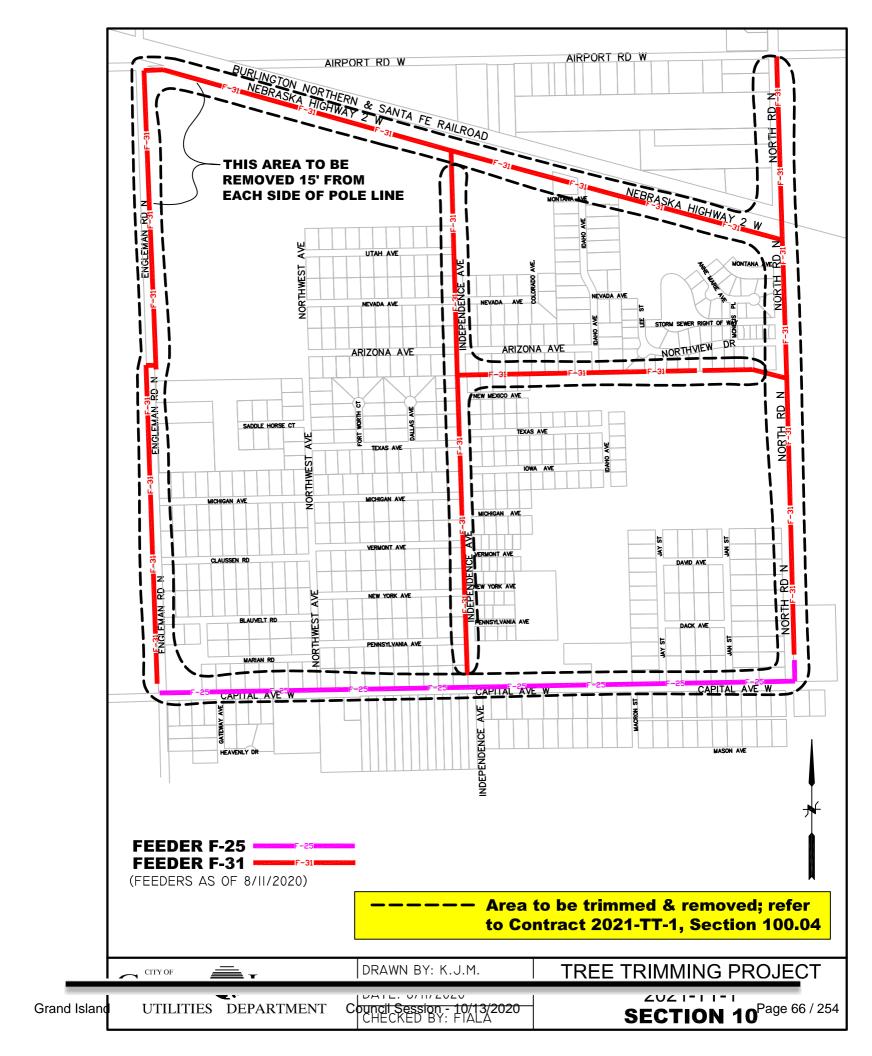




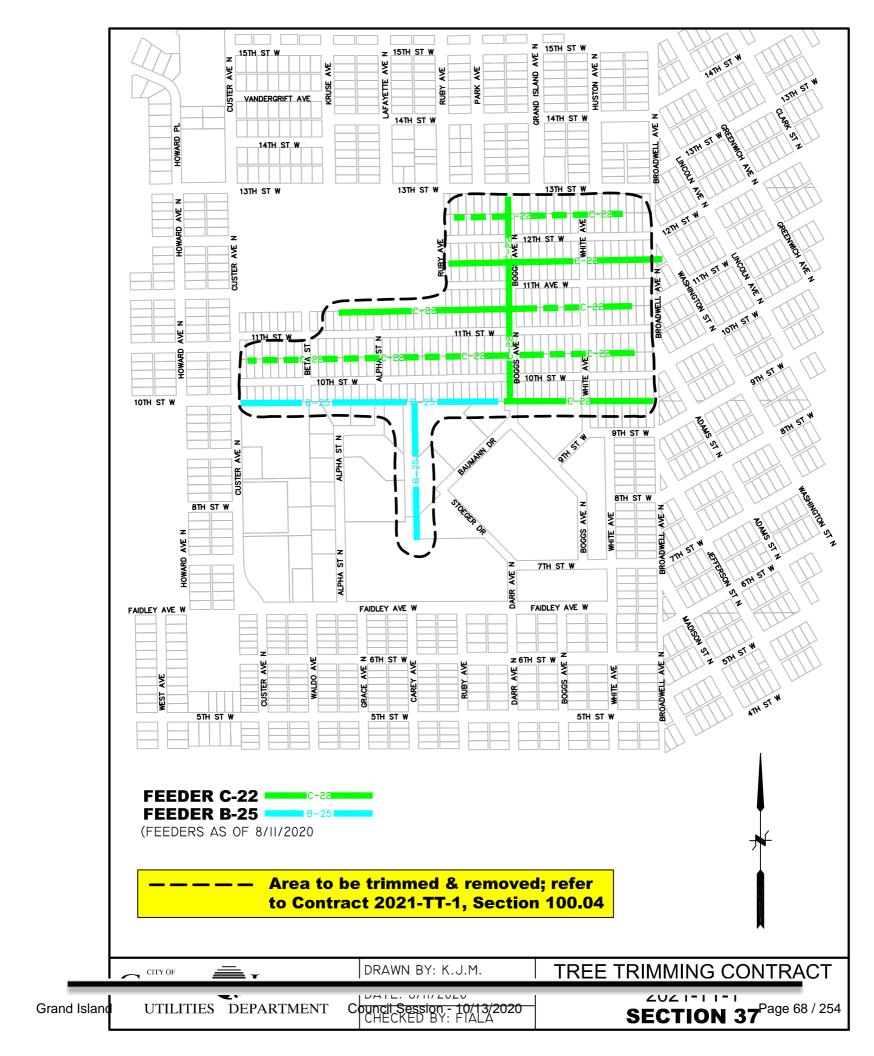


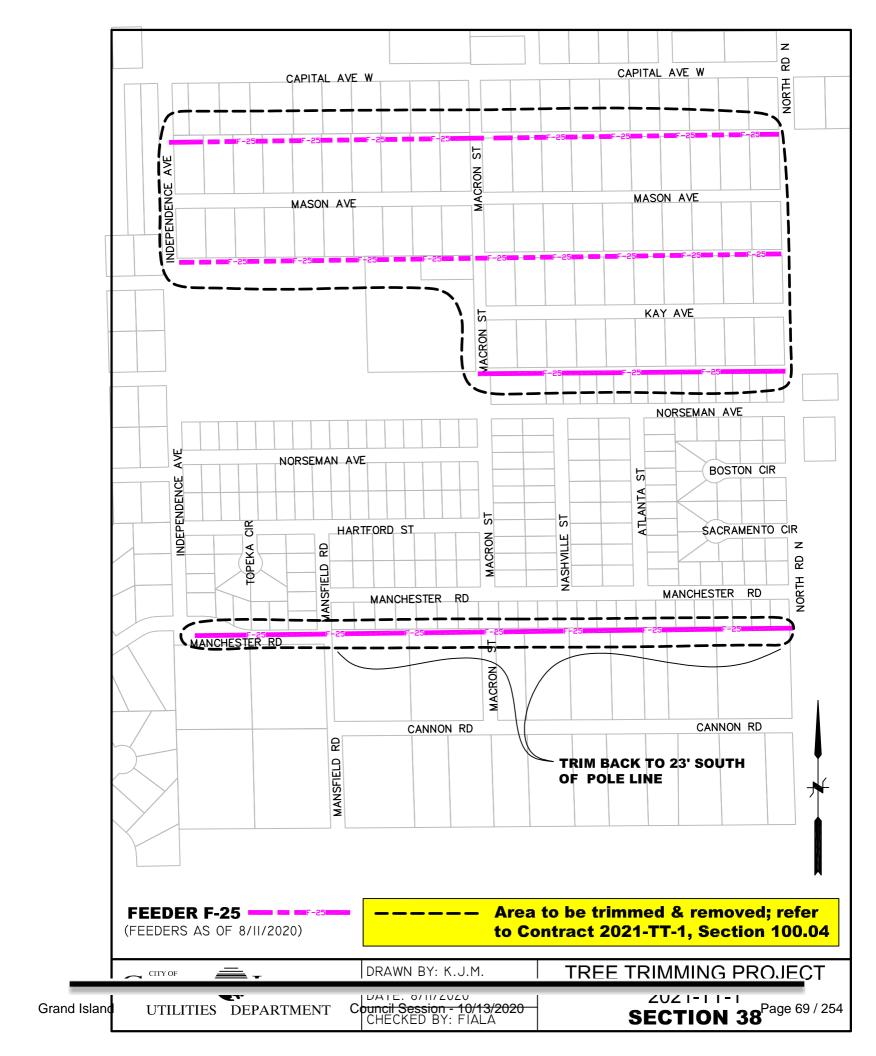


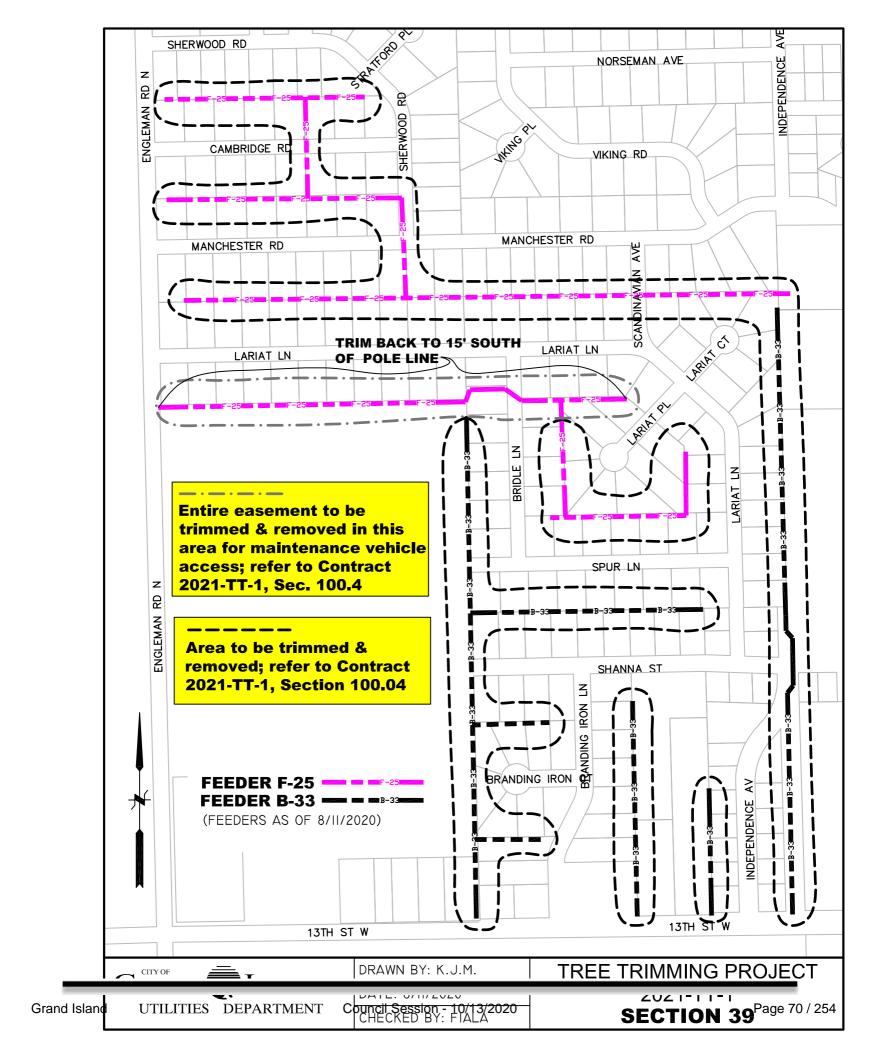












RESOLUTION 2020-245

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Contract 2021-TT-1, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 22, 2020, one bid was received, opened and reviewed; and

WHEREAS, Leetch Tree Service, LLC, of Grand Island, 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 \$189,595.00; and

WHEREAS, the bid of Leetch Tree Service, LLC, is less than the estimate for Tree Trimming 2021-TT-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Leetch Tree Service, LLC, in the amount of \$189,575.00, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020.

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	



Tuesday, October 13, 2020 Council Session

Item G-8

#2020-246 - Approving Bid Award - Water Main Project 2021-W-3 - Sycamore Street from 22nd Street to Capital Avenue

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Stacy Nonhof, Interim City Attorney

Meeting: October 13, 2020

Subject: Approving Bid Award – Water Main Project 2021-W-3

Sycamore Street from 22nd Street to Capital Avenue

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2021-W-3 will install a 6" ductile iron water main along Sycamore Street from 22nd Street to Capital Avenue through trenchless construction methods; also, water service connections, pavement removal and restoration. The work will replace the existing water main within Sycamore Street which has been subject to multiple breaks over its lifetime.

Discussion

Bidding documents were advertised in accordance with City Procurement Code. Four bids were received and publicly opened at 2:00 p.m. on September 29, 2020. The engineer's estimate for this project is \$135,000.

The bids have been reviewed and evaluated. The bid from the Diamond Engineering Company contains a miscalculation in the extension of the material quantity times the unit price. The corrections are shown on the attached spreadsheet. The evaluation decreases their bid by \$0.76 for a total evaluated bid price of \$97,522.53. The miscalculation does not affect the outcome of the bids. The other bids are without error. Tabulated below are the Evaluated Bid Prices and Completion Dates:

			Evaluated Bid	Completion
Bidder	Bid Security	Exceptions	Price	Date
Diamond Engineering Co.	Universal			
Grand Island, NE	Surety Co.	None	\$97,522.53	6/1/2021
Van Kirk Bros Const.	Universal			
Sutton, NE	Surety Co.	None	\$96,115.00	5/2021
General Excavating	Universal			
Lincoln, NE	Surety Co.	None	\$130,240.72	4/1/2021
Myers Construction, Inc.	United Fire &			
Broken Bow, NE	Casualty Co.	None	\$130,050.97	1/30/2021

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for Water Main Project 2021-W-3 to the low responsive bidder, Van Kirk Sand & Gravel, Inc., d/b/a Van Kirk Bros. Contracting, of Sutton, Nebraska in the amount of \$96,115.00.

Sample Motion

Move to approve the contract for Water Main Project 2021-W-3 to Van Kirk Sand & Gravel, Inc., in the amount of \$96,115.00.

Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE: September 29, 2020 at 2:00 p.m.

FOR: Water Main Project 2021-W-3

DEPARTMENT: Utilities

ESTIMATE: \$135,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: September 15, 2020

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	General Excavating	Myers Construction, Inc.
---------	--------------------	--------------------------

Lincoln, NE Lincoln, NE

Bid Security: Universal Surety Co. United Fire & Casualty Co.

Exceptions: None None

Bid Price:

 Sales Tax:
 \$ 2,319.00
 \$ 1,347.45

 Material:
 \$ 35,458.00
 \$ 17,965.97

 Labor:
 \$ 92,463.72
 \$110,737.55

 Total Bid:
 \$130,240.72
 \$130,050.97

 Completion Date:
 April 1, 2021
 January 30, 2021

Bidder: <u>Van Kirk Bros. Contracting</u> <u>Diamond Engineering Co.</u>

Sutton, NE Grand Island, NE

Bid Security: Universal Surety Co. Universal Surety Co.

Exceptions: None None

Bid Price:

 Sales Tax:
 \$ 2,416.12
 \$ 2,825.94

 Material:
 \$ 35,202.00
 \$ 52,546.28

 Labor:
 \$ 58,496.88
 \$ 42,151.07

 Total Bid:
 \$ 96,115.00
 \$ 97,523.29

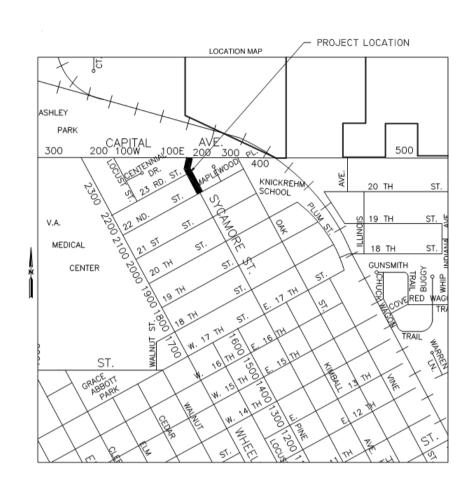
 Completion Date:
 May 2021
 June 1, 2021

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

Jamie Royer, Civil Engineer II Patrick Brown, Finance Director Pat Gericke, Admin. Asst. Utilities

P2232

Water Main Project 2021-W-3



WATER MAIN PROJECT 2021-W-3

SYCAMORE STREET FROM 22ND STREET TO CAPITAL AVENUE

Bids Received 9/29/2020

	General Excavating	
Estimated Grand Island, NE Broken Bow, NE Sutton, NE	Lincoln, NE	
<u>Item Description Quantity Unit Unit Price Total Price Unit Price Office Unit Price </u>		
)5.00 \$49,297.50	
	05.00 \$4,903.50	
	\$1.40 \$721.42	
D.1.04 6"x6" tapping sleeve 2.00 ea. \$2,378.00 \$4,756.00 \$1,196.25 \$2,392.50 \$1,500.00 \$3,000.00 \$2,80		
D.1.05 6" r.s. gate tapping valve 2.00 ea. \$1,456.00 \$2,912.00 \$1,683.35 \$3,366.70 \$1,500.00 \$3,000.00 \$3,000.00		
D.1.06 6" r.s. gate valve 2.00 ea. \$1,180.00 \$2,360.00 \$1,032.40 \$2,064.80 \$1,030.00 \$2,060.00 \$1,10		
	50.00 \$600.00	
	00.00 \$1,600.00	
	00.00 \$2,700.00	
	00.00 \$300.00	
D.1.11 6"x45° m.j. bend 6.00 ea. \$360.00 \$2,160.00 \$170.32 \$1,021.92 \$200.00 \$1,200.00 \$3	50.00 \$2,100.00	
D.1.12 6" solid sleeve 1.00 ea. \$181.00 \$181.00 \$379.36 \$379.36 \$550.00 \$550.00 \$390.0	50.00 \$350.00	
D.1.13 fire hydrant 1.00 ea. \$447.00 \$447.00 \$2,500.00 \$1,000.00 \$1,000.00 \$1,000.00 \$90	00.00 \$900.00	
D.1.14 6" retainer gland 22.00 ea. \$110.00 \$2,420.00 \$174.57 \$3,840.54 \$45.00 \$990.00 \$8	35.00 \$1,870.00	
D.1.15 6"x6" m.j. cross 1.00 ea. \$510.00 \$510.00 \$548.40 \$548.40 \$450.00 \$450.00 \$1,10	00.00 \$1,100.00	
D.1.16 6"x90° m.j. bend 2.00 ea. \$239.00 \$478.00 \$313.56 \$627.12 \$216.00 \$432.00 \$31	50.00 \$700.00	
D.1.17 6" m.j. plug 2.00 ea. \$165.00 \$330.00 \$140.30 \$280.60 \$150.00 \$300.00 \$1	50.00 \$300.00	
D.1.18 6" m.j. plug w/2" tap 1.00 ea. \$220.00 \$220.00 \$241.92 \$241.92 \$165.00 \$165.00 \$55	30.00 \$530.00	
D.1.19 remove and salvage hydrant 1.00 ea. \$300.00 \$300.00 \$1,500.00 \$1,500.00 \$285.00 \$285.00 \$80	00.00 \$800.00	
D.1.20 remove and salvage valve box 2.00 ea. \$86.00 \$172.00 \$150.00 \$300.00 \$300.00 \$600.00 \$400.00	00.00 \$800.00	
D.1.21 abandon valve 4.00 ea. \$145.00 \$580.00 \$350.00 \$1,400.00 \$100.00 \$400.00 \$4	00.00 \$1,600.00	
D.1.22 remove existing roadway 139.30 sy. \$12.00 \$1,671.60 \$3.00 \$417.90 \$10.00 \$1,393.00 \$2	22.00 \$3,064.60	
D.1.23 replace roadway (47B modified) 139.30 sy. \$69.40 \$9,667.42 \$63.50 \$8,845.55 \$60.00 \$8,358.00 \$8	35.00 \$11,840.50	
D.1.24 1" curb stop 4.00 ea. \$313.00 \$1,252.00 \$416.40 \$1,665.60 \$265.00 \$1,060.00 \$3	70.00 \$1,480.00	
D.1.25 1" curb stop box 4.00 ea. \$148.00 \$592.00 \$249.00 \$996.00 \$120.00 \$480.00 \$1	10.00 \$560.00	
	00.00 \$1,200.00	
	50.00 \$2,700.00	
	00.00 \$300.00	
	00.00 \$2,500.00	
	20.00 \$1,820.00	
	50.00 \$5,460.00	
	\$4.00 \$835.60	
	14.00 \$2,924.60	
	\$6.00 \$2,583.00	
D.1.35 traffic control 1.00 l.s. \$2,220.00 \$30,000.00 \$30,000.00 \$5,292.62 \$5,292.62 \$8,00		
\$97,522.53 \$130,050.97 \$96,115.00	\$130,240.72	
Exceptions None Exceptions None Exceptions None Exceptions		

Comp. Date 6/1/2021 Comp. Date 1/30/2021 Comp. Date May 2021 Comp. Date 4/1/2021 sod by 5/30/2020

RESOLUTION 2020-246

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2021-W-3 – Sycamore Street from 22nd Street to Capital Avenue, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 29, 2020, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Bros. Contracting of Sutton, 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 \$96,115.00; and

WHEREAS, the bid of Van Kirk Bros. Contracting is less than the estimate for construction of Water Main Project 2021-W-3.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Bros. Contracting, in the amount of \$96,115.00, for the construction of Water Main Project 2021-W-3, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 202
--

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-9

#2020-247 - Approving Acquisition of Utility Easement - 3935 S. Locust Street (Deep Water Developments, LLC)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-247

WHEREAS, a public utility easement is required by the City of Grand Island from Deep Water Developments, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines, and;

WHEREAS, a public hearing was held on October 13, 2020, for the purpose of discussing the proposed acquisition of a ten (10) foot utility easement located through a part of the North Half of the Southwest Quarter (N ½, SW ¼), of Section Thirty-Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska, and more particularly described as follows:

The southerly ten (10.0) feet of the North Half of the Southwest Quarter (N ½, SW ¼) of Section Thirty-Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska. Except that part deeded as Locust Street right-ofway as described in Instrument No. 201009368, recorded in the Hall County, Nebraska Register of Deeds Office.

The above-described easement and right-of-way containing a total of .57 acres, more or less as shown on the plat dated 9/10/2020, 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 Deep Water Developments, LLC, on the above-described tract of land

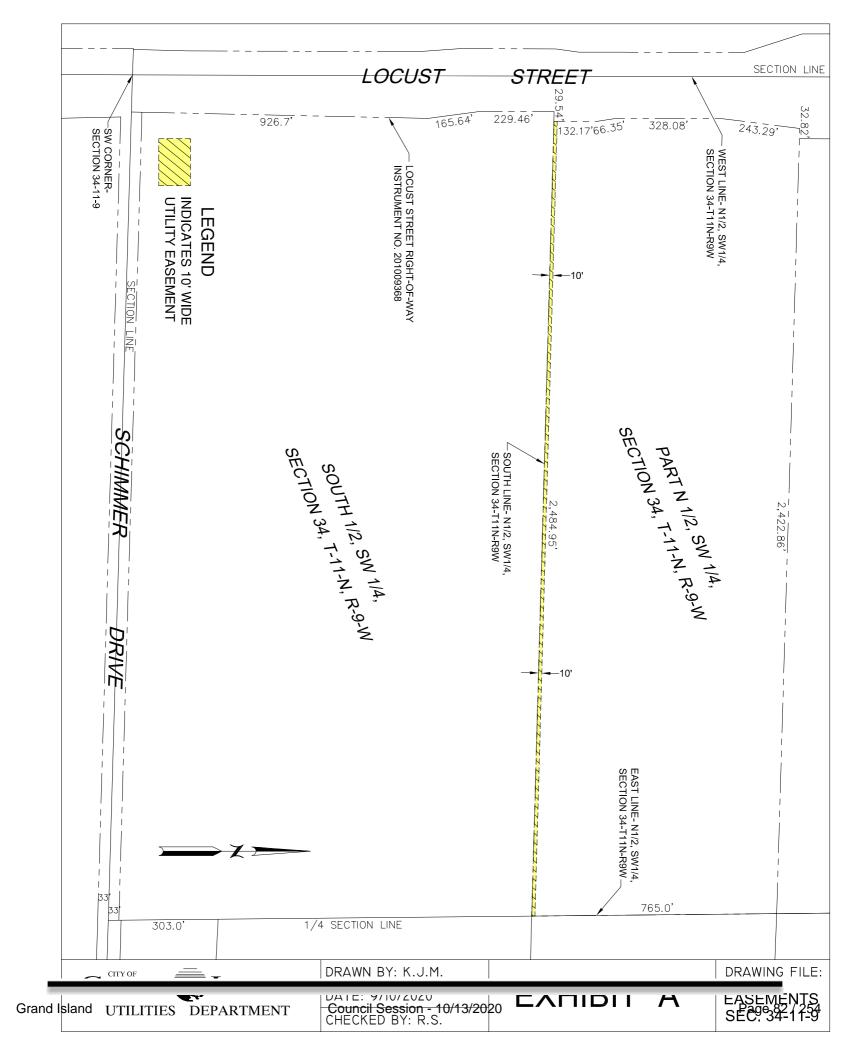
Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

 $\begin{array}{cccc} \text{Approved as to Form} & \texttt{m} & \underline{\hspace{1cm}} \\ \text{October 23, 2020} & \texttt{m} & \text{City Attorney} \end{array}$





City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-10

#2020-248 - Approving Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: October 13, 2020

Subject: Approval of Addendum to SCALES Interlocal

Agreement for Cooperative Law Enforcement Services

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has been a charter member of the South Central Area Law Enforcement Service, SCALES, since the inception of the organization. Different agencies have joined the SCALES association since the inception of the association. The Minden Police Department has been approved for membership and we are requesting approval of the addendum for their membership.

Discussion

The Police Department has been a member of SCALES since 2006. SCALES agencies support one another during special events and or criminal investigations. Grand Island has received the support of SCALES in investigating cases such as officer involved in custody deaths and when President Bush came to Grand Island. In turn, our department has supported other SCALES agencies in criminal investigations and special events.

SCALES agencies also pool funding to bring specialized training schools to the area. SCLAES has hosted several specialized courses in the area that multiple officers from the GIPD have been able to attend. Such training would be cost prohibitive for any one agency to provide.

SCALES membership includes the Grand Island Police Department and the Police Departments from Hastings, Kearney, Lexington, Aurora, Holdrege and Cozad. It also includes the Hall, Adams, Buffalo, Dawson, Merrick, Clay, and Phelps County Sheriff's Offices. The Minden Police Department has requested and has been approved by member agencies for membership into SCALES. We are requesting approval of the addendum to the Interlocal Agreement to allow the Minden Police Department to become a member agency of SCALES.

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 Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Minden Police Department to become a member of SCALES.

Sample Motion

Move to approve the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Minden Police Department to become a member of SCALES.

ADDENDUM TO <u>SCALES</u> INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES.

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson, Phelps, Merrick and Clay and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, Aurora, Lexington and Cozad have entered into an interlocal agreement dated August 14th, 2016, for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHERERAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the City of Minden desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 14th, 2016 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the City of Minden's agreement to initially contribute to the cooperative undertaking provided for in SCALES, an agreed sum not to exceed \$4,500.00 for initial payment, then annual dues as set by the governing board, currently \$1,000.00 thereafter, Adams, Buffalo, Hall, Dawson, Phelps, Merrick, and Clay Counties and the cities of Hastings Kearney, Grand Island, Holdrege, Aurora, Lexington and Cozad approve of the County of Clay's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities and the payment of the City of Minden's monetary contributions as stated above, the City of Minden in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets.

The City of Minden shall be entitled to full usage rights of all tangible property jointly owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this day of	, 2020.
City of Grand Island	
By	
Mayor	Grand Island Police Chief
(Attest)	
Grand Island City Clerk	

Executed this	day of	, 2020.
City of Hastings		
By Mayor		Hastings Police Chief
(Attest)		
Hastings City Clerk		
Executed this	day of	2020
	uuy oj	
City of Kearney		
By		Tr. D. I. Cl.: C
Mayor		Kearney Police Chief
(Attest)		
(Micsi)		
Kearney City Clerk		
Executed this	day of	, 2020.
	uuy oj	
City of Holdrege		
By		TI II D II GI A
Mayor		Holdrege Police Chief
(Attact)		
(Attest)		
Holdrege City Clerk		
Troiding City Citik		

Executed this	day of	, 2020.
City of Minden		
Ву		
Mayor		Minden Police Chief
(Attest)		
Minden City Clerk		
Executed this	day of	, 2020.
City of Cozad		
By		Cozad Police Chief
(Attest)		
Cozad City Clerk		
Executed this	day of	, 2020.
City of Aurora		
By:		
Mayor		Aurora Police Chief
(Attest)		
Aurora City Clerk		

Executed this	_day of	, 2020.
City of Lexington		
By		Lexington Police Chief
1414 01		Bearington Folice Ciner
(Attest)		
(Tittest)		
Lexington City Clerk		
Executed this	day of	2020
	_ uuy oj	
County of Adams		
ByBoard Chair		
Board Chair		Adams County Sheriff
(Attest)		
Adams County Clerk		
Engage delica	Jan. of	2020
Executed this	_ aay of	, 2020.
County of Hall		
By		
Board Chair		Hall County Sheriff
(Attest)		
Hall County Clerk		

Executed this	day of	, 2020.
County of Phelps		
By		
ByBoard Chair		Phelps County Sheriff
(Attest)		
(Aucsi)		
Phelps County Clerk		
Executed this	day of	2020
	uuy oj	
County of Buffalo		
ByBoard Chair		Buffalo County Sheriff
Board Chair		Bullulo County Shorm
(Attest)		
Buffalo County Clerk	- -	
Executed this	day of	, 2020.
County of Clay		
By		
Board Chair		Clay County Sheriff
(444)		
(Attest)		
Clay County Clerk		

Executed this day of	, 2020.
County of Merrick	
ByBoard Chair	Merrick County Sheriff
Board Chan	Merrick County Sherrif
(Attest)	
Merrick County Clerk	
Weller County Clerk	
Evented this down	2020
Executed this day of	
County of Dawson	
ByBoard Chair	Dawson County Sheriff
(Attact)	
(Attest)	
Dawson County Clerk	

RESOLUTION 2020-248

WHEREAS, the Grand Island Police Department has been a member of the South Central Area Law Enforcement Services, SCALES, interlocal since inception; and

WHEREAS, SCALES has been a benefit to the Grand Island Police Department and the City of Grand Island; and

WHEREAS, the Minden Police Department has requested and been approved to become a member agency of the SCALES Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Minden Police Department to become a member of SCALES.

- - -

Ado	pted by	y the (City (Council	of the	: City of	Grand Isl	land, N	ebraska,	October	13,	, 2020.
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	Roger G. Steele, Mayor
Attest:	
	_
RaNae Edwards, City Clerk	



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-11

#2020-249 - Approving Purchase of a New Landfill Compactor for the Solid Waste Division of the Public Works Department

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: October 13, 2020

Subject: Approving Purchase of a New Landfill Compactor for

the Solid Waste Division of the Public Works

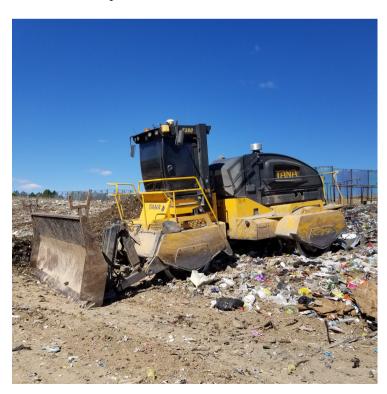
Department

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

Background

The Solid Waste Division of the Public Works Department has one landfill compactor that is used on a daily basis for spreading and compacting solid waste at the landfill. The current landfill compactor is four years old and has approximately 9,000 operating hours. This machine is a front-line piece of equipment and is vital to the daily operations at the landfill. It is very important to have this unit operating day-in and day-out to ensure continual landfill operations.

The current landfill compactor will be sold back to Humdinger Equipment, Ltd. of Lubbock, Texas for \$150,000.00 through the guaranteed repurchase agreement submitted with their bid at the time of the purchase.



Discussion

The purchase of a new landfill compactor was approved in the FY2021 budget. The Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA), now known as Sourcewell, via Resolution No. 2014-326.

To meet competitive bidding requirements, the Solid Waste Division obtained pricing for a new landfill compactor from the Sourcewell Contract No. 032119-BAI awarded to Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas.

Public Works staff is recommending the purchase of a 2021 BOMAG BC772 RS landfill compactor from Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas in the amount of \$647,160.20. This machine does have a 4-year guaranteed buy back of \$129,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a new landfill compactor from Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas in the amount of \$647,160.20.

Sample Motion

Move to approve the resolution.

RESOLUTION 2020-249

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperating purchasing group was utilized to secure competitive bids for a new landfill compactor by the Solid Waste Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 032119-BAI5 was awarded to Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas; and

WHEREAS, the Public Works Department has recommended the purchase of the new landfill compactor from Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas for a purchase price of \$647,160.20.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the new 2021 BOMAG BC772 RS landfill compactor from Road Builders Machinery and Supply Co., Inc. of Kansas City, Kansas and is hereby approved.

- - -

Ado	nted by	v the	City	/ Counc	il of	`the	City	of.	Grand	Island.	, Nebraska	October	13.	2020

	Roger G. Steele, Mayor	
Attest:		
	<u></u>	
RaNae Edwards, City Clerk		

 $\begin{array}{lll} \mbox{Approved as to Form} & \mbox{$\scriptstyle \Sigma$} \\ \mbox{October 23, 20202} & \mbox{$\scriptstyle \Xi$} & \mbox{City Attorney} \\ \end{array}$



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-12

#2020-250 - Approving Purchase of a Utility Work Machine for the Solid Waste Division of the Public Works Department

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: October 13, 2020

Subject: Approving Purchase of a Utility Work Machine for the

Solid Waste Division of the Public Works Department

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

Background

The Solid Waste Division of the Public Works Department budgeted for a utility work machine to be used in the daily operations of the Solid Waste Division. The approved FY 2021 Solid Waste Division budget includes \$75,000, for this purchase.

Discussion

The Bobcat 5600 utility work machine specifications awarded under State of Nebraska Contract No. 15336OC meet all of the requirements for the Solid Waste Division. This machine will be replace a seventeen year old utility vehicle and litter vacuum for cleaning up litter at the landfill as required by NDEE Title 132 regulations.



Central Nebraska Bobcat of Grand Island, Nebraska submitted a bid in the amount of \$61,414.70. There are sufficient funds for this purchase in Account No. 50530043-85615.

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 purchase of a Bobcat 5600 utility work machine from Central Nebraska Bobcat of Grand Island, Nebraska in the amount of \$61,414.70.

Sample Motion

Move to approve the resolution.





PICKUP TRUCK

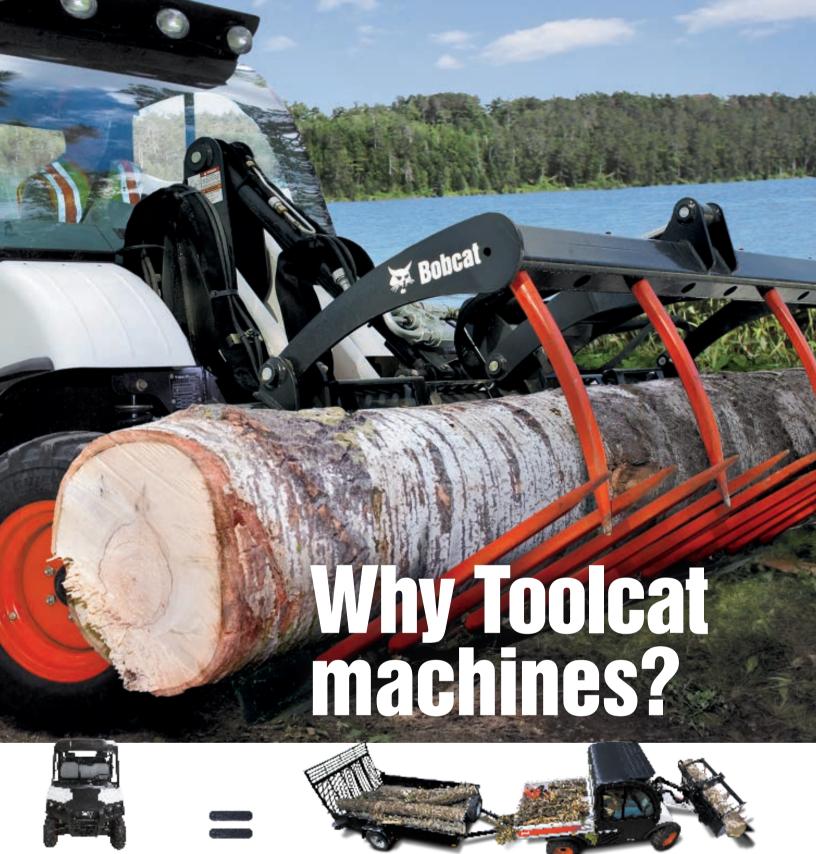
Get there in a pickup ... or get there AND get the job done with the Toolcat™ utility work machine. A pickup can transport passengers, haul cargo and tow a trailer. The Toolcat 5600 does that and more. With towing and cargo box capacities comparable to most half-ton pickups, a hydraulic dump cargo box for easy unloading and a lift arm that utilizes more than 40 easy-to-change attachments, your machine does the work – not you.

COMPACT TRACTOR

A compact tractor and a Toolcat utility work machine can both get the job done, but only one can bring everything you need for the job. Toolcat utility work machines can bring a co-worker, tools and supplies to the jobsite and operate more than 40 front-mounted attachments. The 5610 can also be equipped with optional 3-point hitch, PTO and/or rear-remote hydraulics to operate all of your Category 1 implements. Plus, both the 5610 and 5600 have a top speed of 17.5 mph and four-wheel independent suspension that provides a comfortable ride while increasing traction.

SKID-STEER LOADER

A skid-steer loader, with its numerous attachments and compact size, can do hundreds of jobs. Versatile as it is, it still can't haul material, tow a trailer or carry a passenger. With dozens of interchangeable attachments and great maneuverability, the Toolcat utility work machines have two of the best features of a skid-steer, plus room for a passenger, towing capabilities and a top travel speed of 17.5 mph to get you to and from your job faster.



UTILITY VEHICLE

A utility vehicle is a maneuverable way to get a co-worker, materials and supplies around the jobsite. They typically have an approximate 1,000 lb. payload capacity and 1,300 lb. towing capacity – great for a vehicle. But when a machine is what you need, the Toolcat utility work machine's 4,000 lb. towing capacity, lift arm for loading material and running dozens of attachments, and 2,000 lb. cargo box capacity on the 5600 will take your production to the next level and then some.

When you've got plenty to do, versatility is essential. Why slow down to start up another machine? Why take up valuable space with equipment that only gets used occasionally? Why deal with the extra maintenance and costs of multiple machines if you only need one?

The Toolcat utility work machine does many of the jobs you'd do with a pickup truck, compact tractor, utility vehicle or attachment carrier, plus a whole lot more. Add the precise maneuverability of its all-wheel steer, and you have the most versatile worker in your fleet or on your estate.

Want to learn more about the capabilities of a Toolcat utility work machine? Visit Bobcat.com/WhyToolcat







Ultimate Versatility

What kind of work do you need to do? Only the Toolcat 5610 provides the ability to add or subtract key options – so you get the right machine for the type of work you do. Many standard features offer additional flexibility for the work you do. Two cargo bins accommodate tools and supplies for the job – up to 50 pounds each. A standard 2-inch receiver hitch allows for a wide variety of towing and transport possibilities. The raised cooling package increases your cooling efficiency. Plus, the 5610 has all of the front-mounted attachment capabilities and the same comfortable cab as the

Toolcat 5600. If you want to increase your capabilities, the 5610 offers three optional rear-mounted kits that will help you utilize 3-point hitch implements and increase versatility. With the right combinations of complementary attachments and implements, you can switch instantly from one job to the next – or complete two tasks in one pass.

Use a variety of implements with the Toolcat 5610:

3-pt. angle blade
3-pt. auger
3-pt. box blade
3-pt. soil cultivator
3-pt. finish mower
3-pt. rotary cutter
3-pt. tiller
3-pt. tiller
3-pt. tiller

How cool is this?

The new, raised cooling package in the 5610 protects the life of your machine components and allows you to run longer and more efficiently. For mowing, the Toolcat 5610's raised cooling really shines. With cooling components located up and away from the

away from the mower discharge, you can work longer without stopping to clean the radiator.







Suspension

vehicles. One of the first things you'll notice is the increase in comfort. It is hard to believe that a tough Toolcat work machine can deliver such a smooth ride. But four-wheel independent suspension doesn't just offer a great ride. With the Toolcat suspension, you can travel at higher speeds in greater comfort – and get the job done faster!

Operator Comfort

- Independent suspension absorbs changes in terrain, providing a more comfortable ride.
- Increased wheel-to-ground contact reduces bounce and vibration.
- Long wheelbase lessens the impact of bumps and dips and evenly distributes the weight of the machine.

Better Attachment Performance

- Frame is isolated from the wheels, lessening movement of the attachment in bumpy terrain.
- Applications that demand steady contact with the ground, such as mowing and snow removal, are more productive.



When traveling to and from your jobsite or around your ranch, the four-wheel independent suspension provides a comfortable ride – even at the top speed of 17.5 mph.





Snow, ice, loose gravel or dirt ... bring 'em on. They can't slow you down in the Toolcat utility work machine. The Toolcat machine's one-of-a-kind drivetrain includes four-wheel drive, horsepower management and hydrostatic traction control – so you never have to back down when the road gets rough.

Disturbance.

Maximize traction with new, advanced hydrostatic traction control (HTC). The first of the many traction-enhancing innovations in Toolcat utility work machines is our exclusive four-wheel drive system. With limited-slip differentials in both the front and the rear, the Toolcat HTC drive system automatically manages the torque split between the high-traction and low-traction tires. If one wheel loses tractive effort, HTC ensures the wheel with the most traction receives the most torque — without the need to engage any locks, buttons or levers.

For the ultimate in off-road traction, an optional enhanced HTC system selectively pulses the brake on low-traction tires, preventing wheel spin and mechanically forcing torque to the tires with the most traction. This process happens automatically, moving you through slippery terrain without any operator input or effort.

Dramatically reduce ground disturbance. Not only does hydrostatic traction control optimize tractive effort, it also provides the confidence to maneuver on turf. Traditional off-road, full-time fourwheel drive systems utilize locking differentials which cause "binding" when turning. This negative feedback increases turf damage. HTC eliminates this four-wheel drive characteristic from the Toolcat drivetrain, minimizing turf tear out when working on grass. Together with four-wheel drive and all-wheel steering, the Toolcat drivetrain provides the perfect balance of excellent traction, smooth turning, minimized tire wear and outstanding turf protection.

Power through your toughest jobs with horsepower

management. During an uphill climb, or when you dig into a pile, Bobcat horsepower management automatically increases and decreases pressure in the hydrostatic transmission to sustain engine rpm and maintain optimum attachment performance. That's not all. There are plenty of other features that bring you increased traction, control and ease of operation:

- Hvdrostatic drive
- Hydrostatic braking system
- Cruise control
- Shift-on-the-fly 2-Speed option

Want to learn more about these features? Visit Bobcat.com/ToolcatDrivetrain



Hydrostatic traction control works in conjunction with 4WD and all-wheel steer, minimizing turf damage or loss of traction in soft ground conditions.

Yellow – Reduced tractive effort
Green – Tractive effort
Blue – Full tractive effort

Toolcat HTC ensures the wheel with the most traction receives the most torque – without the need to engage any locks, buttons or levers.





Comfort Coh Even people v

Even people without equipment experience are surprised to see how easy our equipment is to

operate. With automotive-style controls and an optional heated, air-conditioned cab, the Toolcat utility work machines have the fit, finish and comfort of an automobile.

Bobcat looks at comfort and ease-ofuse from your point of view and builds machines accordingly. The panoramic cab offers a clear view of your attachments and surroundings. Everything you need to operate is cleanly laid out, within easy reach and most importantly, simple to operate. The Toolcat utility work machine's simple, responsive joystick provides hassle-free attachment control. A simple switch or lever activates most features.

Want to learn more about the Toolcat comfort cab? Visit Bobcat.com/ToolcatComfortCab





Hydraulic Dump Cargo Box

With the 5600's standard hydraulic dump cargo box, you can quickly unload brush and debris without even leaving the cab.



Easy Entry/Exit

The wide, low door opening allows you to easily step in and out of the machine.



Improved Joystick Controls

The latest Toolcat work machine innovations fit right in your hand. Now you can control attachment operation without letting go of the joystick – the same goes for the windshield wiper. Important machine functions have been moved from the console to your fingertips.

Attachment Controls Convenient, intuitive and ergonomic, new attachment controls located right on the joystick allow you to operate attachments without the need to look away from the work. No searching for buttons or switches. Just use your thumb.

Wiper Button When you're doing tough, dirty jobs, the windshield wiper is a lifesaver. Now you can clear away dust, water and mud without stopping or looking away from the action.



In-Cab 3-Point Hitch Control

The 3-point PTO and rear remote hydraulics are controlled with levers mounted on the console. A smooth, easy-to-reach lever in

the cab raises and lowers the 3-point hitch on the 5610 and operates the hydraulic dump box on the 5600.



Cruise Control

Cruise control reduces fatigue during long operation and improves efficiency when spraying weeds or spreading salt

or sand. In cruise control, you can speed up or slow down with the push of a button.



Enclosed Cab with Heat/Air Conditioning Optional fully enclosed cab with heat and air conditioning keeps you comfortable during high heat or bitter

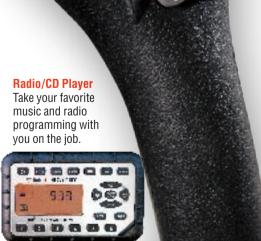
cold. The cab air filter

provides cleaner air for comfort.



Shuttle Shift

Shuttle shift makes changing travel directions a simple task: just forward and reverse; that's it!



16





More Uptime. Less Upkeep.

Thousands of people use Bobcat equipment to make their living and build their reputations. These customers expect performance — day after day in the toughest working conditions — with minimal interruptions. Compact equipment has to be tougher, stronger and easier to maintain than other vehicles. Why? Because when you're not working, you're not making money.

The Toolcat utility work machines are engineered to meet the same standards as the rest of the Bobcat equipment lineup. Many of its components – such as the engine and cooling system – are the same as those found in our legendary loaders and excavators. These components are rigorously

tested in a wide range of applications, including construction, agriculture, military and more.

Bobcat designs the durable Toolcat machines – both the 5600 and 5610 – with maintenance points that are easy to find and reach, because when upkeep is quick and easy, maintenance is more likely to get done. That means you'll get peak performance day in and day out for years to come.

Want to learn more about these features? Visit Bobcat.com/ToolcatMaintenance

Behind the side access panel:

- A Fuel primer
 B Engine oil filter
- D Engine oil fill E Starter
- **C** Engine oil dipstick
- **F** Fuel filter

Rigid Spine Frame
The innovative spine frame – the

foundation of our engineering design – tackles the toughest jobs without twisting and provides excellent balance when lifting, digging, pushing heavy snow and traveling on uneven ground. Its design protects components from dirt, debris and foreign objects, as well as delivers easy access to routine maintenance items.

Engine Type

Fuel Tank Capacity

Bobcat SmartFan

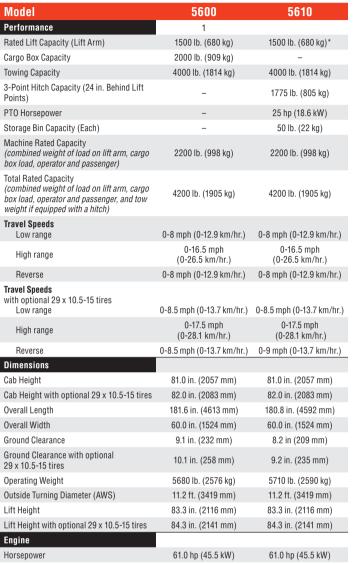
Machine Shutdown Protection Feature

Battery Rundown Protection

Horsepower Management







Diesel

20.0 gal. (76.0 L)

Std

Std

Std

Std





Model	5600	5610
Machine Features		
Comfort Features		
Cab with Heat and Air Conditioning	Opt	Std
Cruise Control	Std	Std
Radio/CD Player	Opt	Std
Driver's Side Suspension Seat	Opt	Opt
Floorboard Riser Kit	Opt	Opt
Intermittent Windshield Wipers	Std	Std
Step Kit	Opt	Opt
Front Work Lights	Std	Std
Rear Work Lights	Opt	Std
Road Light Kit	Opt	Std
Performance Features		
Four-Wheel Drive	Std	Std
Four-Wheel Independent Suspension	Std	Std
Limited Slip Differentials	Std	Std
Traction Control	Opt	Std
2-Speed Transmission	Std	Std
Hydraulic Dump Cargo Box	Std	-
Rear Window Guard	Opt	=
2 in. Rear Receiver Hitch	Std	Std
PTO	-	Std
3-pt. Hitch	-	Std
Rear Remote Hydraulics	-	Std
Machine Safety Features		
ROPS/FOPS Approved Cab Structure	Std	Std
Toolcat Interlock Control System (TICS™)	Std	Std
Back-up Alarm and Horn	Opt	Std
Keyless Start System	Opt	Std
Features for Attachments		
Auxiliary Hydraulics	Std	Std
Hydraulic Standard Flow	18.8 gpm (71.0 L/min.)	18.8 gpm (71.0 L/min.)
Hydraulic High Flow (Optional)	27.9 gpm (105.0 L/min.)	27.9 gpm (105.0 L/min.)
Hydraulic Pressure	3000 psi (207 bar)	3000 psi (207 bar)
Power Bob-Tach Mounting System	Opt	Std
Pressure Release Hydraulic Quick Couplers	Std	Std
Fingertip Auxiliary Control	Std	Std
Attachment Control Kit	Opt	Std
Lift Arm Float Functionality	Std	Std
Dual Direction Detent	Std	Std
Work Mode	Std	Std

*1,500-pound ROC if machine is equipped with 3-point PTO.
Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.



Diesel

20.0 gal. (76.0 L

Std

Std

Std

Std





Train operators and technicians in the safe operation and servicing of Bobcat equipment. Operator training courses, safety videos and other training materials are available at your Bobcat dealer's parts department or online at **Bobcat.com/Training**





Select a Bob-Tach-mounted bucket or attachment up front, pair it with an implement in back, and there's no stopping you. Finish one job. Then look behind you and do the next one. The new Toolcat 5610 can carry complementary attachments and implements for incredible efficiency, and with the right combination you can even do two tasks without switching implements.



PIONEERING MANEUVERABILITY

Bobcat introduced its first compact loader in 1958, and two years later, the world's first skid-steer loader. This created an entire industry of machines that put the power of large equipment in a compact size with unmatched maneuverability.

OFFERING MORE VERSATILITY

In 1970, Bobcat invented the first quick-change attachment system for skidsteer loaders, known as the Bob-Tach mounting system. Today we offer more compact equipment attachments than anyone in the world, empowering customers to transform all of our machines into multi-tasking attachment carriers and reach higher levels of production.

ONE TOUGH ANIMAL®

All over the world, Bobcat equipment is known for being durable and dependable. By lasting longer and minimizing downtime, we help our customers become as successful as possible.

HELP WHEN YOU NEED IT

With over 50 years of experience and more than 550 locations, we offer the best dealer network in the country for compact equipment. Our dealers offer a quality sales force, dependable parts departments and qualified service technicians, all leading to a quality customer experience.



A CONSTANT INNOVATOR

In the late 1950s, a turkey farmer needed help — so in 1958, we introduced what was to become the world's first skid-steer loader. We created an industry by listening to the needs of the customer. This focus is the same today. In 2000, a superintendent needed help — so we built the world's first Toolcat utility work machine. We continue to be a global leader in innovation by listening to our customers.

2008

2009

LEADER BY DESIGN

Listening to the customer and a pioneering spirit are why Bobcat continues to lead the evolution of compact equipment ...

1960 Invented the FIRST true skid-steer loader.

1970 Invented the FIRST attachment mounting system for skid-steer loaders.

1977 Built the FIRST skid-steer loader with no chain adjustments required. Still a Bobcat exclusive.

1981 Introduced the FIRST secondary restraint seat bar.

1983 Developed the FIRST skid-steer loader with a transversely mounted

engine. Still a Bobcat exclusive.

1990 Introduced the FIRST compact excavator manufactured in the U.S.

1999 Introduced the FIRST compact track loader with a solid-mounted undercarriage manufactured in the U.S.

2001 Invented the FIRST loader with all-wheel steer and skid-steer capabilities.
Still a Bobcat exclusive.

2003 Revolutionized the way the world works with the invention of the Toolcat™

utility work machine line, the world's FIRST utility work machines – a cross between a pickup, attachment carrier and utility vehicle. Still a Bobcat exclusive.

2006 Introduced the FIRST utility vehicle with RapidLink™ attachment mounting system.

2008 Introduced Roller Suspension™, the FIRST all-steel suspension system.

2009 Launched M-Series compact excavators and loaders.

The M-Series loader models S850 and T870 became the largest and most powerful in the Bobcat product lineup.

2012 Bobcat introduced two new sizes of extendable-arm excavator options

that are both attachment and clamp-ready.

2013 The M-Series 500 frame-size loaders replaced the popular S185 and T190 (among many others). This loader size is the most popular in the

world and has been for two decades.

2014 Bobcat launched the 400 frame-size loaders, completing the M-Series line; manufactured its one-millionth loader; introduced its own Tier 4, non-DPF engines; and opened the Bobcat Acceleration Center, a dedicated innovation, testing and technology facility.

2016 Launched the M2-Series loaders.

2017 Launched the R-Series excavators.

2019 Launch of the compact tractor.

2020 Launch of R-Series loaders.

2020 Launch of R2-Series excavators.

Today There are more Bobcat skid-steer loaders at work around the world than

all other brands combined.

Today Bobcat manufactures more attachments than anyone in the world.

Today Bobcat is the only company that offers operator training kits for compact equipment.

Today Bobcat offers a full range of extendable-arm options, three sizes fitting

five different excavator models.

2019

2020

Today Compact track loaders are rapidly becoming the product of choice in

many market segments.

2017

BOBCAT TIMFIINF Compact Wheel Loader Bob-Tach Compact Excavators Toolcat Utility Skid-Steer Compact Track Mini Track Mounting System Work Machines 1958 1960 1986 2001 1970 1999 2003 First Utility Vehicle M-Series Compact Excavators & Loaders M2-Series Loaders R-Series Excavators Millionth Compact Tractors Loader with RapidLink Loaders Excavators

2014

2006

2016

2020



ONE TOUGH ANIMAL.

Everything we put into Bobcat equipment is designed to make more of whatever you bring to the job. Whether it's strength, versatility, speed or agility, it's built around you.



Bobcat is a Doosan company. Doosan is a global leader in construction equipment, power and water solutions, engines, and engineering, proudly serving customers and communities for more than a century.

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B-1829 (03/20) Kn-6.5M-0320-63990-15-F

Bobcat Company

250 East Beaton Drive • West Fargo, ND 58078

Bobcat.com



RESOLUTION 2020-250

WHEREAS, the Solid Waste Division of the Public Works Department of the City of Grand Island budgeted for a utility work machine in the 2021 fiscal year; and

WHEREAS, said machine, Bobcat 5600, can be obtained from the State Contract Holder; and

WHEREAS, purchasing the utility work machine from the State Contract Holder meets all statutory bidding requirements; and

WHEREAS, the funding for such machine is provided in the 2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a Bobcat 5600 ToolCat Utility Work Machine, in the amount of \$61,414.70 from Central Nebraska Bobcat of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020

	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form

Cotober 23, 20202

City Attorney



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-13

#2020-251 - Approving Amendment No. 1 to Interlocal Agreement with Hall County for Roadway Snow Removal and Right-Of-Way Mowing Services in and around Grand Island

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: October 13, 2020

Subject: Approving Amendment No. 1 to Interlocal Agreement with

Hall County for Roadway Snow Removal and Right-Of-Way

Mowing Services in and around Grand Island

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

Background

In October 2017, the Grand Island City Council and Hall County Board of Supervisors approved an Interlocal Agreement for roadway snow removal and ROW mowing services in and around Grand Island.

This agreement created a partnership between The City of Grand Island Streets Division and Hall County Highway Department for providing snow removal/ice control and ROW mowing services in and around Grand Island. The agreement has three (3) main components:

- 1. Exchanging snow removal and ice control services on rural cross section roadways in and around Grand Island for an annual dollar per mile payment. This exchange provides more efficient snow plowing routes, ice control routes and "turn around" locations, addressed roadways in which jurisdiction is intermittent, and increased overall level of service by matching the roadway's traffic volume and lane configuration to the appropriate agency's operation.
- 2. Exchanging City mowing services for County snow removal and ice control services in lieu of cash payment. This formalized the previous "hand shake" agreements for mowing services and provided a cost benefit to the City by reducing the overall payment to the County for snow removal services.
- 3. Hall County providing additional equipment and operators to the City of Grand Island for residential area snow removal and, if necessary, arterial roadway snow removal. The City will reimburse the County for the services at a combined hourly rate comprised of the FEMA equipment hourly rental rate plus actual hourly operator costs. These services will be provided only when Hall County has completed their own snow removal operations for each storm.

This section of the agreement addresses the need for Hall County equipment and operators in extreme emergency situations like the blizzard in February 2016. This will also allow the City and County to partner regularly on residential area snow removal in which the City has

historically hired contract labor to assist. The partnership will provide a higher level of service for residents of Grand Island as the County owns/operates a greater amount of large equipment than the contractors that have bid on City snow removal in past years.

Discussion

The City Streets Division and Hall County Highway Department partnership has proven valuable over the last few winters and both agencies desire to continue the agreement with some minor changes. Council approval is required before amending the existing agreement.

Proposed amendment to the agreement:

- 1. Update the route breakdown with a new Exhibit A.
- 2. Update the annual payment amount referenced in Sections 1b, 1d, and 1e of the original agreement from \$500.00 per mile to \$665.00 per mile.

This will align the City/County agreement with the comparable agreement the City has with the State of Nebraska for snow removal services. It provides for personnel, equipment, road salt/gravel, and fuel cost increases over the last three years.

Per the new Exhibit A, the City's upfront cost will increase from \$7,400.00 to \$10,537.43. Overall the City will benefit by receiving a higher level of snow removal service from the Streets Division staff on higher volume roadways since the total snow route mileage will be less and the focus can remain on main arterials. The reduction in City route mileage will also correspond to a reduction in ice control material and fuel usage which will save the City money throughout the winter season.

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 amendment to the inter-local agreement with Hall County.

Sample Motion

Move to approve the amendment to the inter-local agreement with Hall County.

INTERLOCAL COOPERATIVE AGREEMENT AMENDMENT NO. 1

FOR

ROADWAY SNOW REMOVAL AND RIGHT-OF-WAY MOWING SERVICES IN AND AROUND GRAND ISLAND, NEBASKA

BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF GRAND ISLAND, NEBRASKA

The COUNTY of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "COUNTY", and the CITY of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "CITY", entered into an Agreement on the 31st of October, 2017 to utilize services within each jurisdiction for roadway snow removal and right-of-way mowing; and

WHEREAS, both parties desire to amend the original Agreement to account for updated routes and redistribution of work areas; and

WHEREAS, this Amendment only addresses what is contained herein, all other terms of the original Agreement remain unaltered; and

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1a. The CITY agrees to pay the COUNTY annually \$665.00 per mile for snow removal, ice control, and right-of-way mowing services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the COUNTY in the performance of snow removal, ice control, and right-of-way mowing services on the CITY owned roadways as listed in Exhibit "A", dated 9/30/2020.

- **1b.** The COUNTY agrees to pay the CITY annually \$665.00 per mile for snow removal, ice control, and right-of-way mowing services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the CITY in the performance of snow removal, ice control, and right-of-way mowing services on the municipal roadways as listed in Exhibit "A", dated 9/30/2020.
- **8. Term and Duration:** This Amendment shall become effective on the date that the second party executes the Amendment and shall continue in force and remain binding through completion of the project or until either party terminates the Agreement upon a 90 day written notice to the other party.

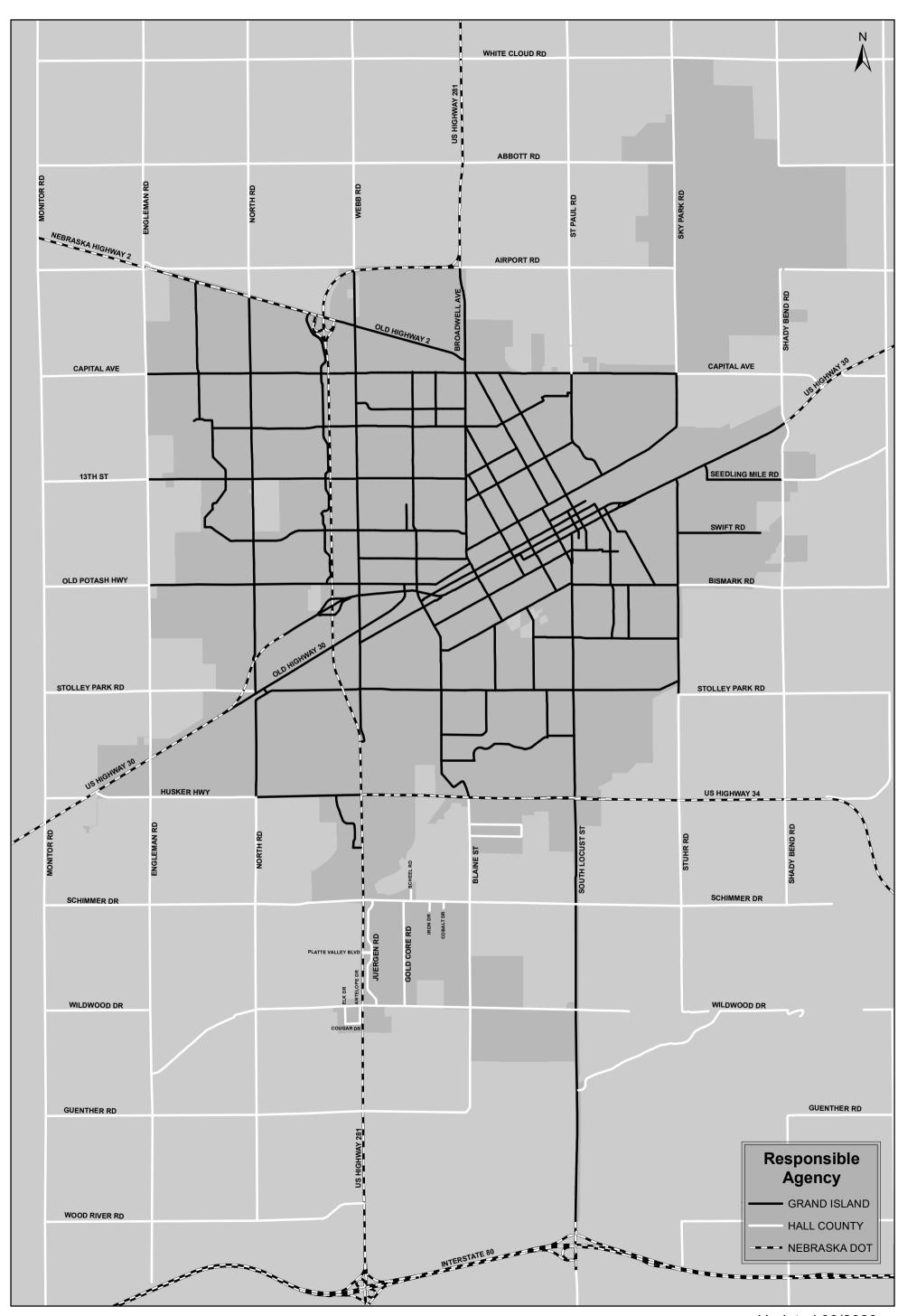
NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall COUNTY and the CITY of Grand Island duly execute this Amendment.

HALL COUNTY

CITY OF GRAND ISLAND

Executed this day of, 2020.	Executed this, 2020.
By:	By:
Pamela Lancaster, Chair Hall County Board of Commissioners	Roger G. Steele, Mayor City of Grand Island, Nebraska
Attest:	Attest:
Marla Conley	RaNae Edwards
Hall County Clerk	City of Grand Island

ROADWAY SNOW REMOVAL BY AGENCY IN & AROUND GRAND ISLAND



				OWNE	RSHIP	SNOW F	REMOVAL	ROW MOWING	
Street Name	From	То	Miles	City	County	City	County	City	County
13th	Engleman Rd	North Rd	1.00	0.86	0.14	1.00	0.00	1.00	0.00
Airport Rd	Hwy 281	Sky Park Rd	2.00	0.30	1.70	0.00	2.00	0.00	2.00
Airport Rd	Shady Bend Rd	Gun Barrel Rd	1.00	0.63	0.37	0.00	1.00	0.00	1.00
Antelope Dr	Wildwood Dr	Cougar Dr	0.16	0.16	0.00	0.00	0.16	0.16	0.00
Bismark Rd	Stuhr Rd	Shady Bend Rd	0.99	0.71	0.28	0.00	0.99	0.99	0.00
Blaine St	Hwy 34	Wildwood Dr	2.00	1.56	0.44	0.00	2.00	2.00	0.00
Blaine St	Wildwood Dr	Guenther Rd	1.00	0.51	0.49	0.00	1.00	0.00	1.00
Capital Ave	Sky Park Rd	Hwy 30	1.40	0.49	0.91	0.00	1.40	1.40	0.00
Cobalt Dr	Schimmer Rd	End	0.13	0.13	0.00	0.00	0.13	0.13	0.00
Cougar Dr	Elk Dr	Antelope Dr	0.14	0.14	0.00	0.00	0.14	0.14	0.00
Elk Dr	Wildwood Dr	Cougar Dr	0.16	0.16	0.00	0.00	0.16	0.16	0.00
Engleman Rd	Hwy 2	Husker Hwy	5.00	2.00	3.00	0.00	5.00	5.00	0.00
Gold Core Rd	Schimmer Rd	Wildwood Dr	1.06	1.06	0.00	0.00	1.06	1.06	0.00
Husker Hwy	Hwy 30	North Rd	1.50	1.50	0.00	0.00	1.50	1.50	0.00
Iron Dr	Schimmer Rd	End	0.13	0.13	0.00	0.00	0.00 0.13		0.00
Juergen	Schimmer Rd	Wildwood Dr	1.00	1.00	0.00	0.00	1.00	1.00	0.00
Old Potash	Engleman Rd	North Rd	1.00	0.93	0.07	1.00	0.00	1.00	0.00
Platte Valley Blvd	Hwy 281	Juergen	0.13	0.13	0.00	0.00	0.13	0.13	0.00
Scheel Rd	Schimmer Rd	End	0.11	0.11	0.00	0.00	0.11	0.11	0.00
Schimmer Dr	North Rd	Hwy 281	1.00	0.50	0.50	0.00	1.00	0.00	1.00
Schimmer Dr	Hwy 281	S Locust St	2.00	1.00	1.00	0.00	2.00	2.00	0.00
Seedling Mile	Shady Bend	Gun Barrel Rd	1.05	0.31	0.74	0.00	1.05	0.00	1.05
Shady Bend Rd	Airport Rd	Bismark Rd	3.03	2.09	0.94	0.00	3.03	3.03	0.00
Sky Park Rd	White Cloud Rd	Capital Ave	3.00	3.00	0.00	0.00	3.00	3.00	0.00
Stolley Park Rd	Engleman Rd	North Rd	0.97	0.47	0.50	0.00	0.97	0.00	0.97
Stuhr Rd	Bismark Rd	Stolley Park Rd	1.00	0.96	0.04	1.00	0.00	1.00	0.00

Page 1 of 2

	OWNE	RSHIP	SNOW R	EMOVAL	ROW MOWING				
Street Name	From	To Miles		City	County	City	County	City	County
Webb Rd	Airport Rd	Hwy 281 (north)	0.03	0.03	0.00	0.00	0.03	0.03	0.00
Wildwood Dr	North Rd	Hwy 281	1.00	0.28	0.72	0.00	1.00	0.00	1.00
Wildwood Dr	Hwy 281	S Locust St	2.00	1.75	0.25	0.00	2.00	2.00	0.00
		Total	35.00	22.91	12.08	3.00	32.00	26.98	8.02

City owes County for snow removal 19.91 Miles

County owes City for mowing 4.06 Miles

Due to County for Snow Removal Services 15.85 Miles x \$665/Mile = \$10,537.43

RESOLUTION 2020-251

WHEREAS, the City of Grand Island Streets Division and the Hall County Highway Department have an Inter-Local Agreement for Roadway Snow Removal and Ice Control Services in and around Grand Island, Nebraska.

WHEREAS, it is in the best interest of the City of Grand Island to amend the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment No. 1 to the Interlocal Agreement by and between the City of Grand Island and Hall County, Nebraska for Roadway Snow Removal and Right-of-Way Mowing Services In and Around Grand Island, Nebraska is hereby approved;

- - -

	Ador	oted by	v the (City (Council	of the	City of	f Grand	l Island.	, Nebraska	October 1	3, 2020
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Attest:	Roger G. Steele, Mayor	
RaNae Edwards, City Clerk		

 $\begin{array}{cccc} \mbox{Approved as to Form} & \mbox{\mathbbmm} & \\ \mbox{October 23, 2020} & \mbox{\mathbbmm} & \\ \mbox{City Attorney} \end{array}$



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-14

#2020-252 - Approving Union Pacific Railroad Reimbursement Agreement for Preliminary Engineering Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 13, 2020

Subject: Approving Union Pacific Railroad Reimbursement

Agreement for Preliminary Engineering Services Related to Eddy Street Underpass Rehabilitation; Project No.

2019-U-1

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

Background

Public Works Engineering staff, along with Olsson, Inc. of Grand Island have completed an evaluation of the condition of the Eddy Street underpass which was built in 1950. The goal of this evaluation was to outline repairs and/or replacements to extend the life of the structure. Issues requiring evaluation were related to the condition of the concrete retaining walls of the structure as well as the condition of the Mill Drive and North Front Street Bridges. The current storm sewer pumping system for the underpass was also evaluated and will be rehabbed as needed. Installation of netting to aid in the reduction of roosting birds is desired. The objective of this stage of the project was to develop and evaluate recommendations for rehabilitation, evaluate opinions of cost, and select a preferred alternative.

The Engineering Division of the Public Works Department is in the design phase of the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1, with plans to solicit construction bids later this fall.

Discussion

The Union Pacific Railroad (UPRR) requires the City to enter into a "Reimbursement Agreement for Preliminary Engineering Services", for UPRR's review of any project designs, plans and/or specifications limited exclusively to potential impacts on existing and future railroad facilities and operations. The City is also required to pay the UPRR an amount not to exceed of \$20,000.00 on a time and materials basis.

Without this agreement the City cannot proceed with rehabilitation of the Eddy Street Underpass, as this work is directly under the rail line.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution allowing the City to enter into the Reimbursement Agreement for Preliminary Engineering Services with Union Pacific Railroad at the estimated amount of \$20,000.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Sample Motion

Move to approve the resolution.

REIMBURSEMENT AGREEMENT PRELIMINARY ENGINEERING SERVICES

Effective Date:

Agency: CITY OF GRAND ISLAND, NEBRASKA

Estimate: \$20,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

- A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").
- B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.
- C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

- 1. NOW THEREFORE, the parties hereto agree as follows:
- 2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.
- 3. Notwithstanding the Estimate (Estimate), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

- 4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.
- 5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.
- 6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- 7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
- 8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF GRAND ISLAND, NEBRASKA	UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation
Signature	Signature
Printed Name	Melinda S. DuBay Printed Name
Timod Namo	Manager I, Engineering - Public Projects
Title	Title
APPROVED AS TO FORM:	
Stacy Nonhof	
City Attorney	

Exhibit A Project Description and Location

Project Description

City of Grand Island, NE proposes to install bird netting, close sidewalk, make concrete wall repairs, and coating protection at the crossing referred to below.

Location

Kearney Subdivision

DOT	Crossing Type	Milepost	Street Name
817624B	Public	147.21	N. Eddy Street

Exhibit B Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C Billing Contact Information

Name	Keith Kurz
Title	Assistant Public Works Director - Engineernig
Address	PO Box 1968, Grand Island, NE, 68802-1968
Work Phone	(308) 385-5444
Cell Phone	
Email	keithk@grand-island.com
Agency Project No.	

RESOLUTION 2020-252

WHEREAS, in connection with the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 a Reimbursement Agreement for Preliminary Engineering Services is required by the Union Pacific Railroad; and

WHEREAS, the agreement also requires an amount not to exceed of \$20,000.00 on a time and materials basis; and

WHEREAS, the agreement has been reviewed and approved by the City's 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 Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad in connection with Eddy Street Underpass Rehabilitation; Project No. 2019-U-1. Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 is hereby approved.

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Adonte	d by the	City Counc	il of the	City of	Grand Island	Nebraska	October 1	3 2020
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	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

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City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-15

#2020-253 - Approving 2020 State Bid Award for One (1) 2020 Chevrolet Silverado 1500 4x4 Crew Cab Pickup for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Plant Engineer

Meeting: October 13, 2020

Subject: Approving 2020 State Bid Award for One (1) 2020

Chevrolet Silverado 1500 4x4 Crew Cab Pickup for the Wastewater Division of the Public Works Department

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

Background

The Wastewater Division of the Public Works Department budgeted for a pickup to be used in the daily operations of the sanitary sewer flushing crew, and also as a call out vehicle after hours. The approved FY 2021 Wastewater Division budget includes \$35,000.00 for this purchase.

Discussion

The vehicle specifications awarded under the State of Nebraska Contract #15221-OC meet all of the requirements for the Wastewater Division vehicle. Husker Auto Group of Lincoln, Nebraska submitted a bid in the amount of \$31,997.00. There are sufficient funds for this purchase in Account No. 530300564-85625. This pickup will replace a 2006 Ford F250 pickup with 97,271 miles (pictured below), which will be sold at auction. Over the life of this 2006 Ford F250 the Wastewater Division has spent over \$28,000.00 in maintenance and repairs.





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 State Bid Award to Husker Auto Group of Lincoln, Nebraska in the amount of \$31,997.00 for the 2020 Chevrolet Silverado 1500 4x4 Crew Cab Pickup for the Wastewater Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2020-253

WHEREAS, the Wastewater Division of the Public Works Department of the City of Grand Island budgeted for a vehicle in the 2019/2020 fiscal year; and

WHEREAS, said vehicle, a 2020 Chevrolet Silverado 1500 4x4 Crew Cab Pickup, can be obtained from the 2020 State Contract Holder, Husker Auto Group of Lincoln, Nebraska; and

WHEREAS, purchasing the vehicle from the 2020 State Contract Holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2019/2020 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2020 Chevrolet Silverado 1500 4x4 Crew Cab Pickup in the amount of \$31,997.00 from the 2020 State Contract Holder, Husker Auto Group of Lincoln, Nebraska, is hereby approved.

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	Ado	oted by	v the	City	Counci	l of the	City	of	Grand	Island.	, Nebraska	. October	13.	, 2020
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	Roger G. Steele, Mayor	
Attest:		
RaNae Edwards, City Clerk		

Approved as to Form $\begin{tabular}{ll} $\tt x$\\ October 23, 2020 & $\tt x$ City Attorney \\ \end{tabular}$



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-16

#2020-254 - Approving Redevelopment Contract with CRA and J and L Westward Enterprises, LLC for Redevelopment Area **#25** (CAAP)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 13, 2020

Subject: Contract Approval for Redevelopment of Property in

CRA Area #25 (CAAP) - J and L Westward Enterprises,

LLC

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2017, the Grand Island City Council declared property referred to as CRA Area #25 as blighted and substandard and approved a generalized redevelopment plan for the property. The enclose redevelopment plan proposes to authorize the use of Tax Increment Financing (TIF) for the acquisition of property and redevelopment of property within this redevelopment area.

J and L Westward Enterprises, LLC, owns property in this area and is proposing to purchase and develop additional property within the area and has submitted a manufacturing facility at the Cornhusker Army Ammunition Plant, a formerly used defense site outside of Grand Island, Nebraska but within Hall County, Nebraska.

The CRA reviewed the proposed development plan on July 8, 2020 and forwarded it to the Hall County Regional Planning Commission for recommendation at its meeting on August 5, 2020. The CRA also sent notification to the City Clerk of its intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on August 5, 2020. The Planning Commission approved Resolution 2020-08 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved and forwarded the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration at its meeting on August 12, 2020.

Council held a public hearing and approved the redevelopment plan for this project on August 25, 2020. The CRA approved a redevelopment contract with J and L Westwood Enterprises, LLC at their meeting on September 23, 2020. As this project is on a Formerly Used Defense site legal counsel has determined that the City of Grand Island needs to be a party to the redevelopment contract and said contract is presented to Council. If the attached resolution is approved the Mayor will be authorized to sign the contract on behalf of the City and the project can move forward.

Discussion

Tonight Council is being asked to approve a resolution give the Mayor authority to sign the attached contract consistent with the redevelopment plan for CRA Area #25 submitted by J and L Westward Enterprises LLC. The redevelopment plan specifies that the TIF will be used to offset allowed costs for acquisition of property. Eligible expenses are estimated at over \$360,000 for identified expenses eligible for tax increment financing associated with the proposed redevelopment plan. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$359,625. It is estimated that this project will have an increment of \$23,975 per year.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the approval of the redevelopment contract.

Sample Motion

Move to approve the resolution as submitted.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2020, by and between the City of Grand Island, Nebraska, (the "City") the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), and J & L Westward Enterprises, LLC, a Nebraska limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska, in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the "Act"), has designated an area, described on attached Exhibit "A", outside of the City, but within Hall County, Nebraska, and being part of a formerly used defense site, as blighted and substandard;

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan amendment entitled "Site Specific Redevelopment Plan Grand Island CRA Area #25 (CAAP) July 2020" (the "Redevelopment Plan") a copy of which is attached hereto as Exhibit "B";

WHEREAS, the area described on <u>Exhibit "A"</u> (the "Redevelopment Project Area") lies within Hall County Sanitary Improvement District Number 5 (SID #5), which district was created and approved by the Hall County, Nebraska District Court on December 18, 2018;

WHEREAS, the Redevelopment Project Area, was formerly owned by, leased to or otherwise possessed by the United States under the jurisdiction of the United States Secretary of Defense and was part of the Cornhusker Army Ammunition Plant;

WHEREAS, the City adopted ordinance #9645, a copy of which is attached hereto as <u>Exhibit "C"</u>, on August 22, 2017, expressing the intent of the City to annex the Redevelopment Project Area when the same shall become eligible for annexation;

WHEREAS, Section 18-2123.01(1) of the Act authorizes a city to undertake a redevelopment project that involves a formerly used defense site and the City desires that the Authority be the entity, under the Act, to act on behalf of the City in undertaking certain obligations under the Redevelopment Plan and assist the Redeveloper by partially financing the costs of redevelopment project improvements to the Redevelopment Project Area (Redevelopment Project Costs);

J & L Westward Enterprises LLC Area 25 CAAP

WHEREAS, the Redevelopment Plan calls for the Authority to support Redeveloper's acquisition and redevelopment efforts on real estate to be acquired or owned by the Redeveloper which is legally described on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference ("Redevelopment Project Area");

WHEREAS, Section 18-2147 of the Act authorizes the Authority to carry out plans for a program of acquisition, and improvements in connection with redevelopment of the Project Site and to pay for the same from TIF Proceeds (as defined herein). The Redeveloper intends to utilize the TIF Proceeds from the Project Site to reimburse the cost of the Project Site acquisition as part of the Redevelopment Project Costs as defined herein;

WHEREAS, Section 18-2107 of the Act authorizes the Authority to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the Authority may deem necessary to prevent the recurrence of substandard and blighted areas;

WHEREAS, Redeveloper is willing to enter into this Contract and invest approximately Two Million Nine Hundred Forty Six Thousand Dollars (\$2,946,000) on the Project Site redevelopment which includes site acquisition reimbursement, demolition and preparation of the Project Site, planning for redevelopment and public and private streets and other eligible costs;

WHEREAS, in order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Authority is willing to enter into this Contract and to utilize TIF Proceeds to fund a portion of the Project Costs in order to induce the Redeveloper to undertake the Private Improvements ("Private Improvements") described below;

WHEREAS, the costs of the Redevelopment Project Improvements are collectively known as the "Redevelopment Project Costs" and are shown on the Sources and Uses of Funds in Exhibit "D", which is attached hereto and incorporated herein by this reference. The Authority and Redeveloper agree that assistance with the Redevelopment Project Costs is deemed essential and the Redevelopment Project would not be economically feasible without it;

WHEREAS, the City and Authority are willing to support the above described redevelopment of the Project Site in accordance with the Redevelopment Plan; provided that, Redeveloper is willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted conditions;

WHEREAS, City, Authority and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of the Project Site;

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

J & L Westward Enterprises LLC Area 25 CAAP

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

"Authority" means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

"City" means the City of Grand Island, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Owner(s)" means the registered owner or owners of Indebtedness issued by the Authority from time to time outstanding.

"Indebtedness" means any notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Authority shall consist of a Series 2020 note in the form of the attached hereto as Exhibit "E" and purchased by the Redeveloper or Redeveloper's lender as set forth in Section 3.04 of this Redevelopment Contract.

"Liquidated Damages Amount' means the amounts to be repaid to Authority by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Redevelopment Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit "B" attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto. Without limitation, those improvements include the following public and private improvements:

"Private improvements" means the improvements described on Exhibit "B".

J & L Westward Enterprises LLC Area 25 CAAP

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for, or has paid the Project Costs identified on Exhibit "D".

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(28)(a) through (d), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit "D". Project Costs shall include, but not be limited to reimbursement of site acquisition, demolition and site preparation expenditures, project planning and engineering, public and private street installation and costs of the Authority all as described in Section 3.04 of this Redevelopment Contract.

"Redeveloper" means J & L Westward Enterprises, LLC, a Nebraska limited liability company, and its successors and assigns.

"Redevelopment Project Area" means that certain real property situated in the City of Grand Island, Hall County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on <u>Exhibit</u> "A" attached hereto and incorporated herein by this reference.

"Redevelopment Contract" means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

"Redevelopment Plan" means the Site Specific Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit "B", prepared by the Authority, approved by the City and adopted by the Authority pursuant to the Act.

"Resolution" means the Resolution of the Authority authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"TIF Proceeds" means the Note proceeds described in Section 3.02.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the Project which are to be allocated to and paid to the Authority pursuant to the Act.

J & L Westward Enterprises LLC Area 25 CAAP

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (b) The phrase "at any time" shall be construed as meaning at any time or from time to time
- (c) The word "including" shall be construed as meaning "including, but not limited to."
 - (d) The words "will" and "shall" shall each be construed as mandatory.
- (e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.
- (f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.
- (g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Authority.

The Authority makes the following findings:

- (a) The Authority is a duly organized and validly existing community Redevelopment Authority under the Act.
- (b) The Redevelopment Plan has been duly approved by the City and adopted by the Authority pursuant to Sections 18-2109 through 18-2117 of the Act.
- (c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

J & L Westward Enterprises LLC Area 25 CAAP

- (d) The Redevelopment Project is expected to achieve the public purposes of the Act by among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and other purposes set forth in the Act.
- (e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City and Redevelopment Project Area as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and
 - (2) Based on representations made by the Redeveloper and information provided to the Authority:
 - (i) the Project would not be economically feasible without the use of tax-increment financing, and
 - (ii) the Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.
 - (iii) the Authority has documented that the Project would not be economically feasible without the use of funds provided by §18-2147 of the Act by determining that the Project return on investment is below a commercially reasonable rate of return to induce investment in the Project.
- (f) The Authority has determined that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.
- (g) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Project Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and Redevelopment Area and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

J & L Westward Enterprises LLC Area 25 CAAP

(h) The Authority has determined that the location of the Project is in a blighted and substandard area without sufficient infrastructure to support development and is consistent with the general plan for development of the area.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

- (a) The Redeveloper is a Nebraska limited liability company having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a certified copy of the Redeveloper's operating agreement and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.
- (b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.
- (c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.
- (d) The Project would not be economically feasible without the use of tax increment financing.
- (e) The Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.
- (f) The Redeveloper has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act related to a project in the redevelopment project area. In as much as no such application have been filed, none has been approved.
- (g) No application has been filed with the Department of Revenue requesting a refund of any local option sales tax.

J & L Westward Enterprises LLC Area 25 CAAP

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date which shall be January 1, 2022, as described in Section 18-2147 (1)(b) of the Act and as more specifically defined below Said taxes shall be divided as follows:

- (a) That portion of the ad valorem tax on the real estate located within the Redevelopment Project Area which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the Redevelopment Project Area shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- (b) That portion of the ad valorem tax on real property within the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority (designated in the Resolution as the "J & L Westward Enterprises, LLC Note Fund") to pay the principal of, the interest on, and any premium due in connection with the Note. When such Note, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property within the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of Indebtedness

The Authority shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the Indebtedness shall be limited to the lesser of (i) the stated face amount of the Indebtedness, or (ii) the sum of all Project Costs incurred by the Redeveloper as set forth on Exhibit "D". No Indebtedness will be issued until Redeveloper has acquired fee title to all the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the Project as described in the Plan.

Subject to the foregoing, prior to February 15, 2021, the Authority shall issue a single taxable Tax Increment Development Revenue Note, in a maximum principal amount of \$359,625, in substantially the form shown on the attached Exhibit "E" ("TIF Note"), for net funds available to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Authority's attorney, and receive Note proceeds from the TIF Note Purchaser in said amount. At the option of the Authority, the Authority shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Note Purchaser's obligation to purchase the TIF Note.

J & L Westward Enterprises LLC Area 25 CAAP

Subject to the terms of this Agreement and the Resolution, the Authority's Treasurer on behalf of the Authority shall have the authority to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees to purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness by purchasing the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution. Redeveloper acknowledges that it is its understanding and the Authority's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

Section 3.03 Pledge of Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the Indebtedness in accordance with the terms of the Resolution).

Section 3.04 Purchase and Pledge of Indebtedness/Grant of Net Proceeds of Indebtedness.

The Redeveloper has agreed to purchase the Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs reimbursement of site acquisition, demolition and rehabilitation expenditures, all improvements related to Project public and private infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation including those items described on Exhibit "D" (the "Project Costs"), in the aggregate maximum amount not to exceed \$359,625. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Project Costs as set forth herein and in the Resolution, and payment purchase of the Indebtedness as provided in Section 3.02, unless Redeveloper elects to offset the payment of the purchase of the Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 3.05 Creation of Funds.

In the Resolution, the Authority has provided for the creation of the following funds and accounts which funds shall be held by the Authority separate and apart from all other funds and moneys of the Authority and the City:

J & L Westward Enterprises LLC Area 25 CAAP

- (a) a special trust fund called the "J & L Westward Enterprises, LLC Redevelopment Project Note Fund" (the "Note Fund"). All of the TIF Revenues shall be deposited into the Note Fund. The TIF Revenues accumulated in the Note Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Authority as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Note to the extent of any money then remaining the Note Fund on such Interest Payment Date. Money in the Note Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2037 shall be used solely for the payments required herein and by the Resolution; and
- (b) a special trust fund called the "J & L Westward Enterprises, LLC Redevelopment Project Fund" (the "Project Fund") The Authority shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Authority of such request, the Authority shall notify the owner of the Note and such owner may deposit an amount sufficient to pay such request with the Authority for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Note and the Redeveloper so elects, the Authority shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request

amount shall offset funding of the Note.

ARTICLE IV

OBLIGATIONS OF CITY

Section 4.01 Appointment of Authority to Undertake Redevelopment Project.

City hereby appoints and designates the Authority to implement the Redevelopment Plan and Redevelopment Project pursuant to Section 18-2123.01 of the Act.

ARTICLE V

OBLIGATIONS OF REDEVELOPER

Section 5.01 Construction of Project;

(a) Redeveloper will acquire the Project, demolish and rehabilitate structures on the site, prepare the site for redevelopment, install all required utilities and improvements in accordance with the plans and specifications provided to the Authority. The Redeveloper shall provide and pay for infrastructure installation.

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Redeveloper shall pay for the costs of site acquisition, site preparation, demolition and rehabilitation, utility extension, public infrastructure and costs of the Authority as set forth on Exhibit "D", from the grant provided in Section 3.04 hereof. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit "D".

- (b) Any general contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act or as is otherwise required by law. The City, the Authority and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Authority and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.
- (c) The Redeveloper shall provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount of all Redevelopment Project Costs or such other amount as shall be approved by the Authority. The City and Authority shall be named as beneficiaries under such bond.

Section 5.02 Cost Certification & Disbursement of TIF Note Proceeds.

Proceeds of the TIF Note may be advanced and disbursed in the manner set forth below:

- (a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the Director of the City's Planning Department and an authorized representative of the Redeveloper or applicable successor or assign with respect to each phase, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.
- (b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under <u>Exhibit "D"</u> of this Redevelopment Contract and the Community Redevelopment Law, the Authority shall evidence such allocation in writing and inform the owner of the TIF Note of any amounts allocated to the TIF Note.
- (c) Upon notification from the Authority as described in Section 5.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Authority from the owner of the Note (if other than the Redeveloper) in the amounts necessary to pay amounts

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requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Note and the Treasurer of the Authority shall inform the Registrar (as defined in the Note Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Note, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Note. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Note proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Note. The aggregate amount deposited into the Project Fund from proceeds of the Note shall not exceed \$359,625.

(d) Redeveloper shall retain copies of all supporting documents that are associated with the redevelopment plan or redevelopment project and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the city as needed to comply with the city's retention requirements under section 18-2117.04 of the Act. For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to section 18-2113 of the Act and any invoice, receipt, claim, or contract received or generated by the redeveloper that provides support for receipts or payments associated with the division of taxes.

Section 5.03 No Discrimination.

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

Section 5.04 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 5.05 Payment of Authority Costs.

Redeveloper shall pay to the Authority the following sums upon execution hereof:

a. Legal expenses of Authority for representation related to this Redevelopment Contract and the issuance of the TIF Note and other matters.

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b. \$1,000 for City and Authority administrative accounting of incremental tax payments.

Section 5.06. Obligation to Restore.

In the event of any damage or destruction to the Private Improvements during the Tax Increment Period, Redeveloper agrees to use good faith efforts to commence restoration of the Private Improvements to its prior condition within twelve (12) months from the date of the damage or destruction, and shall pursue the same to completion.

ARTICLE VI

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 6.01 Financing

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area and the Redevelopment Project Property which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Indebtedness and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in Article III hereof and by complying with the obligations of all Redevelopment Contract Amendments.

Section 7.02 Additional Remedies of Authority

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In the event that (each such event an "event of default"):

- (a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before May 1, 2021, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,
- (b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and
- (c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract;

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus interest on such amounts as provided herein (the "Liquidated Damages Amount"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Redevelopment Project Property and the Project.

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Authority copies of labor and materials payment bonds and performance bonds for each contract entered into by Redeveloper related to Project Costs. Each such bond shall show the Authority and the City as well as the Redeveloper as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal bond with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in

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connection with the carrying out of such contracts which the Authority may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Article III hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

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The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Hall County, Nebraska.

Section 8.02 Governing Law.

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

Section 8.03 Binding Effect: Amendment, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

Section 8.04 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper, the City and the Authority.

Section 8.05 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:

J & L Westward Enterprises, LLC 3104 Bison Ct.

Grand Island, NE 68803

Authority and City:

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Director Grand Island Community Redevelopment Authority Hall County Regional Planning Department 100 E 1st Street P.O. Box 1968 Grand Island, NE 68802

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

	CITY OF GRAND ISLAND
	By:
ATTEST:	
City Clerk	-
STATE OF NEBRASKA)) SS
COUNTY OF HALL)
The foregoing ins	strument was acknowledged before me this day of 2020, by and, Mayor and the City of Grand Island, Nebraska, on behalf of the Authority.
	Notary Public
ATTEST:	COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA
Secretary	By: Chairman
STATE OF NEBRASKA)

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COUN	TY O	F HALL) SS)						
of	The	foregoing	instrument 2020, by	was	acknowledged and	before	me	this	day Chairman and
		1 .	of the Commune Authority.	inity R	edevelopment A	uthority o	of the	City o	f Grand Island,
					Notary Public				

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	J & L Westward, LLC
	By:
STATE OF NEBRASKA COUNTY OF HALL) SS
	s acknowledged before me this day of, er of J & L Westward Enterprises, LLC, on behalf of the limited
	Notary Public

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EXHIBIT "A" LEGAL DESCRIPTION OF PROJECT SITE

A tract of land being a part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section Seventeen (17), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a Survey Marker Spike and L.S. Washer at the Southeast Corner of the Southeast Quarter of Section 17 and assuming the South line of said Southeast Quarter bearing S 89° 32' 20" W and all bearings contained herein are relative thereto; thence S 89° 32' 20" W on said South line distance of 600.00 feet; thence N 00° 08' 28" E parallel with the East line of said Southeast Quarter a distance of 735.00 feet to a 5/8" rebar w/cap; thence N 89° 32' 20" E parallel with said South line of the Southeast Quarter a distance of 600.00 feet to the East line of said Southeast Quarter; thence S 00° 06' 28" W on said East line a distance of 735.00 feet to the Point of Beginning.

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EXHIBIT "B" REDEVELOPMENT PLAN Approved by Resolution #2020-205 on 8-25-2020

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EXHIBIT "C" ORDINANCE #9645

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EXHIBIT "D"

SOURCES AND USES

	Use of Funds					
Description	TIF Funds	Private Funds	Total			
Site Acquisition	\$108,000		\$108,000			
Legal and Plan*	12100		\$12,100			
Engineering/Arch	79375		\$79,375			
Public and Private	107450	Ф2 022	¢111 272			
Streets	107450	\$3,923	\$111,373			
Site Prep/Grading	52700					
New Construction		\$1,682,858	\$1,682,858			
Equipment		\$900,000	\$900,000			
TOTALS	\$359,625	\$2,586,781	\$2,946,406			

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EXHIBIT E

(FORM OF NOTE)

UNITED STATES OF AMERICA STATE OF NEBRASKA COUNTY OF HALL

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE NOTE (J & L WESTWARD ENTERPRISES, LLC REDEVELOPMENT PROJECT), SERIES 2020

No. R-1 Up to \$359,625 (subject to reduction as described herein)

Date of
Original IssueDate of
MaturityRate of
Interest

December 31, 2037 0.00%

REGISTERED OWNER: J & L Westward Enterprises, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA has caused this Note to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.

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COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

[SEAL]				
		By:	(manual signature)	
		-	Chairman	
By:	(manual signature)			
	Secretary			

The COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA (the "Authority") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Grand Island, Nebraska (the "Registrar"), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in Schedule 1 at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2022, by check or draft mailed to the Registered Owner hereof as shown on the Note registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such Note registration books. The principal of this Note and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is issued by the Authority under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. ______ duly passed and adopted by the Authority on ______ 2020, as from time to time amended and supplemented (the "Resolution").

THE PRINCIPAL AMOUNT OF THIS NOTE IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS NOTE IS \$359,625.

This Note is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Tax Revenue (as defined in the Resolution) and

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certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Tax Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property within the Project Area (as defined in the Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Hall County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Note, the nature and extent of the security thereby created, the terms and conditions under which this Note has been issued, the rights and remedies of the Registered Owner of this Note, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Note, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Note constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Note is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Tax Revenues and other funds pledged under the Resolution, which Tax Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Note in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Note then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Note under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Note under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Tax Revenue and other money and securities pledged to the payment of the

J & L Westward Enterprises LLC Area 25 CAAP

principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Note is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Note is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registerar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Note, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Note so redeemed shall become due and payable and if money for the payment of the portion of the Note so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Note is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Note is being issued as a registered Note without coupons. This Note is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note have happened, do exist and have been performed in regular and due time, form and manner; that this Note does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note as provided in this Resolution.

J & L Westward Enterprises LLC Area 25 CAAP

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address	and Social Security Number					
or other Taxpayer Identification Number of Transferee						
the within Note and all rights thereunder, and agent to transfer the within Note the registration thereof, with full power of substit	ote on the Note register kept by the Registrar for					
Dated:	NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular. Signature Guaranteed By:					
	Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)					
	By: Title:					

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J & L Westward Enterprises LLC Area 25 CAAP

SCHEDULE 1

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA J & L WESTWARD ENTERPRISES, LLC REDEVELOPMENT PROJECT TAX INCREMENT DEVELOPMENT REVENUE NOTE, SERIES 2020

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

J & L Westward Enterprises LLC Area 25 CAAP

RESOLUTION 2020-254

A RESOLUTION APPROVING AN APPROVING A REDEVELOPMENT CONTRACT AUTHORIZING THE EXECUTION OF A REDEVELOPMENT CONTRACT WITH J & L WESTWARD, LLC, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND AND THE CITY OF GRAND ISLAND; APPROVING THE USE OF TAX INCREMENT FINANCING., EVIDENCED BY A NOTE OR OTHER OBLIGATION, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$359,625 FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING, PROPERTY AND OTHER NECESSARY ACTIVITIES CONTAINED IN A REDEVELOPMENT PLAN FOR CRA AREA #25 AS APPROVED BY THE CITY OF GRAND ISLAND, APPROVING THE FORM AND CERTAIN DETAILS OF THE NOTE; TAKING OTHER ACTIONS AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

- **Section 1.1. Findings and Determinations**. The Mayor and member of the City Council of Grand Island, Nebraska (the "City") hereby find and determine as follows:
- (a) The Community Development Authority of the City of Grand Island, Nebraska (the "Authority"), pursuant to the Plan Resolution (hereinafter defined), approved the J Site Specific Redevelopment Plan City of Grand Island Redevelopment Area #25 (CAAP) Plan July 2020 (the "Redevelopment Plan") under and pursuant to which the Authority shall undertake from time to redevelop and rehabilitate the Redevelopment Area (hereinafter defined).
- (b) The Redevelopment Area lies within Hall County Sanitary Improvement District Number 5 (SID #5), which district was created and approved by the Hall County, Nebraska District Court on December 18, 2018.
- (c) The Redevelopment Area, was formerly owned by, leased to or otherwise possessed by the United States under the jurisdiction of the United States Secretary of Defense and was part of the Cornhusker Army Ammunition Plant.
- (d) The City adopted ordinance #9645, on August 22, 2017, expressing the intent of the City to annex the Redevelopment Area when the same shall become eligible for annexation.
- (e) It is in the best interests of the City that City approve the Redevelopment Contract, a copy of which is attached hereto and marked as <u>Exhibit "A"</u> and that the Authority be appointed by the City to implement the Redevelopment Plan.
- (f) Pursuant to the Redevelopment Plan, the Authority has previously obligated itself and/or will hereafter obligate itself to provide a portion of the financing to acquire property at the cost and expense of the Redeveloper, a portion of the cost of the property (as defined in the Redevelopment Contract hereinafter identified) in the Redevelopment Area (the "**Project Costs**"), including, without limitation) the

Approved as to Form

Cottober 23, 2020

City Attorney

cost of acquiring, constructing, reconstructing, improving, extending, rehabilitating, installing, and completing the acquisition of the Project Site (as defined in the Redevelopment Contract), (collectively, the "**Project**"), as more fully described in the Redevelopment Contract (hereinafter defined).

- (g) The Authority is authorized by the Redevelopment Law (hereinafter defined) to issue bonds for the purpose of paying the costs and expenses of the Project.
- (h) The Mayor and Clerk are authorized and directed to execute, on behalf of the City the Redevelopment Contract, a copy of which is attached hereto as Exhibit "A".

ARTICLE II

MISCELLANEOUS

Section 2.1. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City hereby (a) authorizes and directs the Authority, Finance Director, Planning Director and all other officers, officials, employees and agents of the City and Authority to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Special Counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Note not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the funding of the Note. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Authority's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Authority and the authorization, approval and ratification by the Authority of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Authority, including without limitation the expenditure of funds and the selection, appointment and employment of Special Counsel and financial advisors and agents, in connection with issuance and sale of the Note, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 2.2 Benefits of Resolution Limited to the Authority. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or should be construed to confer upon or give to any person other than the Authority any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Authority.

Section 2.3. No Personal Liability. No officer or employee of the Authority shall be individually or personally liable for the funding of the principal of the Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 2.4 Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the City, the Authority or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Note, but the Owner of the Note shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 2.5. Law and Place of Enforcement of this Resolution. The Resolution shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 2.6. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 2.7. Repeal of Inconsistent Resolution. Any Resolution of the City and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 2.8. Publication and Effectiveness of this Resolution. This Resolution shall take effect and be in full force from and after its passage by the City of Grand Island.

Section 2.9 Authority to Execute Redevelopment Contract a. The Mayor is authorized and directed to execute the Redevelopment Contract in the forms presented (Attachment A) with such changes as the Mayor, in his discretion deems proper.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-17

#2020-255 - Approving CDBG Agreement with Grand Island Area Habitat for Humanity

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: October 13, 2020

Subject: Approving CDBG Contract #2019-3 with Grand Island

Area Habitat for Humanity

Presenter(s): Amber Alvidrez, Community Development

Administrator

Background

In October 2019, the City of Grand Island was awarded an annual allocation of \$413,557 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2019, City Council approved the 2019-2020 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

As part of the 2019-2020 Annual Action Plan (AAP), the Entitlement stakeholders and Community Development Division, recommended allocating funds to meet the needs of the Housing Improvement Partnership. The use of funds were outlined in the 2019- 2020 AAP to be used in housing rehabilitation projects within the City of Grand Island.

The Housing Improvement Partnership(HIP) was a group created when Grow Grand Island, Grander Vision and the 2015 Housing Study were completed and each called for a group that would help aid in a housing Continuum within the City of Grand Island. CDBG guidelines requires housing rehabilitation projects must be administered through the City or a non-profit Grand Island Area Habitat for Humanity will administer an Owner Occupied Rehab program called Home Preservation/Critical Repair Program.

The Home Preservation/Critical Repair program is to assist qualifying homeowners whose income is at or below the 70% of median income and lack sufficient savings or access to conventional loans to perform certain home repairs. The program goal is to help maintain existing affordable housing stock in our service area and help homeowners to remain to their affordable housing.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-3 with Grand Island Area Habitat for Humanity and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-3 with the Grand Island Area Habitat for Humanity.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 13th day of October, 2020 by and between the City of Grand Island ("City/Grantee,") and Heartland United Way. ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a CDBG Coronavirus Relief funds in the form of Entitlement Housing Rehabilitation, Public Facility, Public Improvement Public Service or Economic Development program 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 Grand Island Habitat for Humanity shall use One Hundred Twenty Eight thousand Five Hundred and Fifty Seven dollars and 00/100(\$128,557.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for costs associated with implementing a Home Preservation/ Critical Repair Program as submitted in the Grant Proposal for Community Development Block Grant Coronavirus (CDBG) funds toward the goal of benefiting Low to moderate income persons within Grand Island. The Sub-recipient's program will provide Housing Rehabilitation to 4 households within the City of Grand Island. Fifty-one percent (51%) of these services will be provided to persons of low income (below 80% of average medium income). The Owner Occupied Rehabilitation Program will provide necessary rehabilitation to homes in need of repairs such as weatherization and bringing to housing stock up to city codes.

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

- a. create Home Preservation/Critical Repair program
- b. Provide necessary home repairs to 4 homes within the City of Grand Island.
- d. Complete an income survey and necessary documents for all persons who receive services.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

- a. The Sub-recipient's goal is to create a Home Preservation/Critical Repair Program that will continue for a minimum of 3 years. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
- b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
 - a. Number of persons served
 - b. A summary of project progress
 - c. Client Demographics

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of single family homes that have been rehabilitated. The Sub-recipient will benefit a minimum of 4 homes. 3 homes that receive services must be low to moderate income (80 % AMI) and 1 home may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit

Project Location: City of Grand Island Service Area: City of Grand Island

Project: 2018-3

Basic Eligibility Citation: 24 CFR 570.201

Amount Funded: \$128,557.00

2

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between October 13, 2020 and October 13, 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 or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use One Hundred Twenty Eight thousand Five Hundred and Fifty Seven dollars and 00/100(\$128,557.00) of Community Development Block Grant funds provided for the Home Preservation/Critical Repair Program.

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 One Hundred Twenty Eight thousand Five Hundred and Fifty Seven dollars and 00/100(\$128,557.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients'

financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

- a. Draw-down requests may be submitted to the Community Development Administrator. Draw-down requests must be in writing and accompanied by acceptable documentation supporting the draw-down amount. Documentation should include, at a minimum, the following information:
 - 1) Invoice itemizing amounts requested;
 - 2) Supporting documentation for each item; and
 - 3) Payroll slips or time cards, if applicable.

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

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient Committing or expending any Community Development Block Grant funds. The City of Grand Island will conduct the Environmental Review and provide documentation of the findings to the Sub-recipient upon its completion. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

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

K. Procurement Standards and Code of Conduct

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

L. 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)

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. 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	Grand Island Area Habitat for Humanity		
ATTN: Comn	nunity Development Division	Dana		
100 East First Street		502 W 2 nd street		
Grand Island NE, 68801-1968		Grand Island NE, 68801		
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-5510	
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.

SECTIONVIII.

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.

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 seg.), 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 lowincome 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.

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	l		
Date	By	Roger G. Steele, Mayor, City of Grand Isla	and
Attest:			
CITY CLERK			
APPROVED AS TO FORM AND LEGAL	SUFFICI	ENCY:	
Stacy R. Nonhof, Assistant City Attorney	l		
Sub-Recipient: Hope Harbor Inc.			
Date	By Dana	Jelinek, executive Directo	<u> </u>
Date	By	rd President	

RESOLUTION 2020-255

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

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

WHEREAS, Grand Island Area Habitat for Humanity of Grand Island has been awarded a grant which makes use of CDBG Funds; and

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

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

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	Adoı	pted b	v the	Citv	Council	of the	City of	Grand	Island.	Nebraska.	October 1	3, 2020.
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	Roger G. Steele, Mayor	
Attest:		

Approved as to Form ¤ _____ October 23, 2020 ¤ City Attorney



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-18

#2020-256 - Approving CDBG - Coronavirus Response Funds Agreement to Heartland United Way

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: October 13, 2020

Subject: Approving agreement CDBG #2019-7-CV with

Heartland United Way

Presenter(s): Amber Alvidrez, Community Development

Administrator

Background

In response to the Coronavirus Pandemic (COVID19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified Entitlement community they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19 Coronavirus. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed on March 27, 2020.

In response to the CARES Act and CDBG-CV funding, the City is proposing a substantial amendment to the 2019-2023 Consolidated Plan and 2019 Action Plan in order to receive the allotted \$251,495 of CARES Act CDBG-CV funding.

Discussion

The Community Development Division recommends awarding \$75,000 of the CDBG-CV funds to the Heartland United Way's Covid Response fund. Heartland United Way will use these funds in order to aid low income residents within the City of Grand Island by providing emergency payments for rent, mortgage and/or utilities in order for residents to avoid eviction, clients that benefit from these funds will also work Heartland United Way's Central navigation team in order to help find other resources that may help their circumstances while going to a financial awareness program to help each client be better prepared for their future.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-7-CV with Heartland United Way and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-7-CV with the Heartland United Way.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 13th day of October, 2020 by and between the City of Grand Island ("City/Grantee,") and The Heartland United Way ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a CDBG Coronavirus Relief funds in the form of Entitlement Housing Rehabilitation, Public Facility, Public Improvement Public Service or Economic Development program 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 Heartland United Way shall use Seventy Five Thousand Dollars and 00/100 (\$75,000.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for cost associated with implementing an emergency housing and utility payment program as submitted in the application for Community Development Block Grant Coronavirus (CDBG) funds dated (October 13, 2020) toward the goal of benefiting Low to moderate income persons within Grand Island. The Sub-recipient's program will provide services to a minimum of 20 households. Fifty-one percent (51%) of these services will be provided to persons of low income (below 80% of average medium income). This program will provide aid to persons who are in need of rental, mortgage or utility payment assistance to avoid eviction, foreclosure or shut off of necessary utilities.

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

- a. create Emergency Rent/mortgage and utility Assistance program
- b. Provide services to households who have lost employment, job opportunities or income due to the Coronavirus pandemic, services will be provided to low to moderate income persons within the City of Grand Island.
- c. Purchase any materials needed to implement the Emergency Rent/Mortgage and Utility Payment program.
 - d. Complete an income survey for all persons who receive services.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

- a. The Sub-recipient's goal is to create an Emergency Rent/mortgage and Utility Assistance program that will continue for a minimum of 1 years. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
- b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
 - a. Number of persons served
 - b. A summary of project progress
 - c. Client Demographics

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 20 households. 11 households served must be low to moderate income (80 % AMI) and 9 households may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit

Project Location: City of Grand Island Service Area: City of Grand Island

Project: 2019-7-CV

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Basic Eligibility Citation: 24 CFR 570.201

Amount Funded: \$75,000.00

F. Performance Monitoring

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

G. Time of Performance

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

H. Budget

The Sub-recipient shall use Seventy Five Thousand dollars &00/100 (\$75,000.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with the Emergency Rent/Mortgage and Utility Payment Assistance Program.

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 Seventy Five Thousand 00/100 Dollars (\$75,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

- a. Draw-down requests may be submitted to the Community Development Administrator. Draw-down requests must be in writing and accompanied by acceptable documentation supporting the draw-down amount. Documentation should include, at a minimum, the following information:
 - 1) Invoice itemizing amounts requested;
 - 2) Supporting documentation for each item; and
 - 3) Payroll slips or time cards, if applicable.

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

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient Committing or expending any Community Development Block Grant funds. The City of Grand Island will conduct the Environmental Review and provide documentation of the findings to the Sub-recipient upon its completion. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

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

K. Procurement Standards and Code of Conduct

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

L. 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)

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. 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

City of Grand Island		Heartland United Way	
ATTN: Community Development Division		Karen Rathke	
100 East Firs	100 East First Street 1441 N Webb		0
Grand Island	NE, 68801-1968	Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-382-2675
Fax:	(308) 385-5488	Fax:	

Sub-recipient:

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.

SECTIONVIII.

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.

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.

the most recent signatory.	ve executed this Agreement as of the date of
Grantee: City of Grand Island, Nebraska	
Date	_ By
	Mayor, City of Grand Island
Attest:	
CITY CLERK	
APPROVED AS TO FORM AND LEGAL	
Stacy R. Nonhof, Assistant City Attorney	
Sub-Recipient: Hope Harbor Inc.	
Date	By Karen Rathke, President and CPO
Date E	By Board President

RESOLUTION 2020-256

WHEREAS, the United States Department of Housing and Urban Development requires multiple certifications in order to comply with the Community Development Block Grant Program requirements; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), public Law 116-136, which was signed on March 27, 2020, through the Community Development Block Grant (CDBG) program Entitlement communities have been notified they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19 Coronavirus.; and

WHEREAS, the City of Grand Island completed a substantial amendment to the 2019-2023 Consolidated Plan and 2019 Annual Action Plan in order to receive Community Development Block Grant funds through CARES Act.

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts the development of the Community Development Block Grant, 2018-2019 Annual Action Plan; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020.

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-19

#2020-257 - Approving Re-Allocation of FTE - Civil Engineer I/II/Sr. to Utilities Power Dispatcher I/II/Sr.

Staff Contact: Timothy Luchsinger, Aaron Schmid

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Aaron Schmid, Human Resources Director

Meeting: October 13, 2020

Subject: Re-allocation of FTE – Civil Engineer I/II/Sr. to Power

Dispatcher I/II/Sr.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Utilities Department management routinely reviews its internal operations and staffing to improve efficiency. With increased activity and involvement with the Southwest Power Pool market as well as increasing federal compliance requirements, some adjustments to our current structure will improve efficiency and better utilize employee strengths.

Discussion

The recommended reallocation will eliminate one vacant Civil Engineer position and add a new Power Dispatcher position. The job description for Senior Power Dispatcher has been modified to create two location assignments. One will be focused on detailed market analysis and strategies, the other will be focused on federal compliance. The authorized salary range for the Senior Power Dispatcher classification is less than the Senior Civil Engineer, which will reduce personnel costs while allowing for improved market strategies and a better focus on federal compliance.

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 FTE reallocation from the Civil Engineer I/II/Sr. classification to the Power Dispatcher I/II/Sr. classification.

Sample Motion

Move to approve the FTE reallocation from the Civil Engineer I/II/Sr. classification to the Power Dispatcher I/II/Sr. classification.

RESOLUTION 2020-257

WHEREAS, the Utilities Department management team routinely reviews its internal operations and staffing to improve efficiency; and

WHEREAS, with increased activity and involvement with the Southwest Power Pool market as well as increasing federal compliance requirements, some adjustments to the current structure will improve efficiency and better utilize employee strengths; and

WHEREAS, the recommended reallocation will eliminate one Civil Engineer position and add a Power Dispatcher position; and

WHEREAS, the job description for Senior Power Dispatcher has been modified to create two location assignments; one focusing on detailed market analysis and strategies, the other to be focused on federal compliance; and

WHEREAS, the authorized salary range for the Senior Power Dispatcher classification is less than the Senior Civil Engineer, reducing personnel costs while allowing for improved market strategies and a better focus on federal compliance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the FTE reallocation of one Civil Engineer classification to a Power Dispatcher classification is hereby approved.

- - -

Adopted by the City	y Council of the City	of Grand Island	Nebraska	October 13	2020

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	

Approved as to Form

Cotober 23, 2020

City Attorney



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item G-20

#2020-258 - Approving Interlocal Agreement for Library Use by and among the City of Grand Island, the County of Hall, and the Grand Island Public Library Board

Staff Contact: Celine Swan

Council Agenda Memo

From: Celine Swan, Interim Library Director

Meeting: October 13, 2020

Subject: Approving One-Year Interlocal Agreement with Hall

County Regarding Library Services to Hall County

Residents

Presenter(s): Celine Swan, Interim Library Director

Background

A proposed interlocal agreement has been approved by the Grand Island Public Library Board and the Hall County Board of Commissioners regarding library services to Hall County residents. The agreement is for one year commencing October 1, 2020 through September 30, 2021. In consideration for the services provided, the County agreed to pay \$27,500.00 to the City as a lump sum amount no later than November 15, 2020. This agreement would provide a continuation of services provided to library users who live in Hall County but outside the municipal boundaries of Grand Island.

Discussion

Negotiations between the City, the Grand Island Public Library Board, and Hall County occurred during August and September 2020, with the Library continuing to provide services to Hall County residents in good faith while negotiations were finalized. A new interlocal agreement, if approved by the City Council, will continue these services for an additional year with the County to pay to the City a lump sum amount of \$27,500 for the one year period from October 1, 2020 through September 30, 2021. This amount is an increase of \$2,500 over the compensation received by the City in the 2019-2020 fiscal year.

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 one-year interlocal agreement with Hall County regarding library services to Hall County residents.

Sample Motion

Move to approve the one-year interlocal agreement with Hall County regarding library services to Hall County residents.

INTERLOCAL COOPERATIVE AGREEMENT

FOR THE GRANTING OF GRAND ISLAND PUBLIC LIBRARY USE AND PRIVILEGES TO HALL COUNTY RESIDENTS LIVING BEYOND THE MUNICIPAL BOUNDARIES OF GRAND ISLAND

BY AND AMONG THE COUNTY OF HALL, NEBRASKA, THE CITY OF GRAND ISLAND, NEBRASKA, AND THE GRAND ISLAND PUBLIC LIBRARY BOARD

THIS AGREEMENT is made and entered into by and among the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "City," and the Grand Island Public Library Board, hereinafter referred to as "Library."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreements for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County, City, and Library wish to enter into this Agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living beyond the municipal boundaries of Grand Island; and

WHEREAS, Neb. Rev. Stat. § 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1. **Purpose:** The purpose of this Agreement is to confer the use and privileges of the Grand Island Public Library to Hall County residents having a residence located beyond the

municipal boundaries of Grand Island, hereinafter referred to as "County Residents" or "County Resident"

- 2. **Consideration:** For the period of October 1, 2020 to September 30, 2021, the County shall pay \$27,500.00 to Library as a lump sum amount no later than November 15, 2020. Payment shall be made to the City of Grand Island, Attn: City Finance Director, P.O. Box 1968, Grand Island, NE 68802.
- 3. **County's Obligations:** County shall be responsible for making payments as set forth in Paragraph 2. above, which payments are to cover all expenses related to issuing the County Resident library cards and the provision of public library services as provided herein.
- 4. **City's Obligation:** Payments received from County pursuant to this Agreement shall be credited by City to City's general fund.
- 5. **Library's Obligations**: Library shall provide and issue cards to County Residents, who are otherwise eligible for a library card, at no cost to the County Resident. County resident cards shall be issued or renewed with an expiration date of September 30, 2021. There shall be no limit on the number of County Resident cards issued or renewed during the term of this Agreement. For purposes of this Agreement, one household card shall represent all cards applied for and distributed to the head of a household and other members of that one household. Library will actively market information concerning the availability of county resident cards to County Residents living beyond Grand Island's municipal boundaries. The holders of county resident cards shall have the use and privileges of the Library's services upon the same terms and conditions as residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all County Resident library cards and the library use and privileges granted hereby shall terminate upon termination of this Agreement unless this Agreement is extended, renewed, or replaced by a new agreement providing for extension of such library use and privileges to County Residents.

Library shall provide a quarterly report to the County providing the number of all household cards issued to County Residents during the preceding quarter. The quarterly report shall be provided no later than the first business day after the 10th of the month of the following months: January, April, July, and October.

- 6. **Governance.** This Agreement shall be co-governed by the Hall County Board of Commissioners, the Grand Island City Council, and the Library Board of the Grand Island Public Library.
- 7. **Indemnification.** The Parties hereto agree to indemnify and hold harmless each other from and against all losses, liability, expenses, damages, and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of such other party. The Parties agree to provide liability insurance to indemnify itself in the event that it

becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

- 8. **Modification or Termination.** This Agreement may only be modified or terminated by written agreement of the Parties.
- 9. **No Separate Entity.** There shall be no separate legal entity created through this Agreement.
 - 10. **Finances.** This Agreement shall be financed by the funds available to the Parties.
- 11. **Term and Duration.** This Agreement shall become effective and binding at such time as it is approved by the Library Board, the Grand Island City Council, and the Hall County Board of Commissioners and the Agreement is signed by the duly authorized individuals on behalf of each such entity with the attestation by the respective clerk for each.

Unless sooner terminated as provided by Paragraph 8 above, the initial term of this Agreement shall be one year, commencing October 1, 2020. Upon the expiration of the initial term, the Agreement shall thereafter automatically renew on an annual basis upon the same terms and conditions as provided herein unless any party not desiring to renew the Agreement shall deliver to the other parties written notice of non-renewal at least sixty days prior to the termination date of the renewal period (September 30). Written notice hereunder shall be sufficient if personally delivered or mailed by United States Mail, postage prepaid, to the last known address of the party to whom such notice is required to be given.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County, the Grand Island Public Library Board, and the City of Grand Island duly execute this agreement.

HALL COUNTY

Executed th	nis	day of October 2020
By: _ I	Pamela E. Lanca Hall County Boa	aster, Chair ard of Commissioners
	Marla Conley Hall County Cle	erk
CITY OF	GRAND ISLA	ND
Executed th	nis	day of October 2020
By: I	Roger G. Steele Mayor	
	RaNae Edwards City Clerk	
GRAND IS	SLAND PUBL	IC LIBRARY BOARD
		day of October 2020
By: T	Canya Hansen, P	resident
ATTEST:	Ben Boeselager,	Secretary

Approved as to form:
Sarah Carstensen
Hall County Attorney
Stacy Nonhof
Grand Island City Attorney

RESOLUTION 2020-258

WHEREAS, a proposed Interlocal Cooperation Agreement was approved by the Grand Island Public Library Board and the Hall County Board of Commissioners regarding library services to Hall County residents who live outside the municipal boundaries of the City of Grand Island; and

WHEREAS, the agreement is for one year commencing October 1, 2020 through September 30, 2021 and provides for a \$27,500 payment from the County to the City in exchange for the provision of services by the Grand Island Public Library; and

WHEREAS, library services have been provided by the City and City Library to non-city residents of Hall County since 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Interlocal Cooperation Agreement for Library Services by and among the County of Hall, the City of Grand Island, and the Grand Island Public Library Board should be and is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form

Cotober 23, 2020

City Attorney



City of Grand Island

Tuesday, October 13, 2020 Council Session

Item J-1

Approving Payment of Claims for the Period of September 23, 2020 through October 13, 2020

The Claims for the period of September 23, 2020 through October 13, 2020 for a total amount of \$5,509,246.29. A MOTION is in order.

Staff Contact: RaNae Edwards