City of Grand Island

Tuesday, November 10, 2020
Council Session Agenda

City Council:

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

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 3935 S. Locust Street (Frank C. Skrupa Trustee)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 10, 2020

Subject: Acquisition of Utility Easement – 3935 S. Locust - Skrupa

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 (10.0) foot utility easement relative to the property of Frank C. Skrupa, Trustee, and his successors in Trust, under the Rosemary M. Skrupa Family Trust, a Subtrust of the Rosemary M. Skrupa Revocable Trust, dated June 30, 2000 as stated on October 23, 2013, located through a part of the South Half of the Southwest Quarter (S ½, SW ¼), of Section Thirty-Four (34), Township Eleven (11) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska (3935 S. 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. Crews will install 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 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:

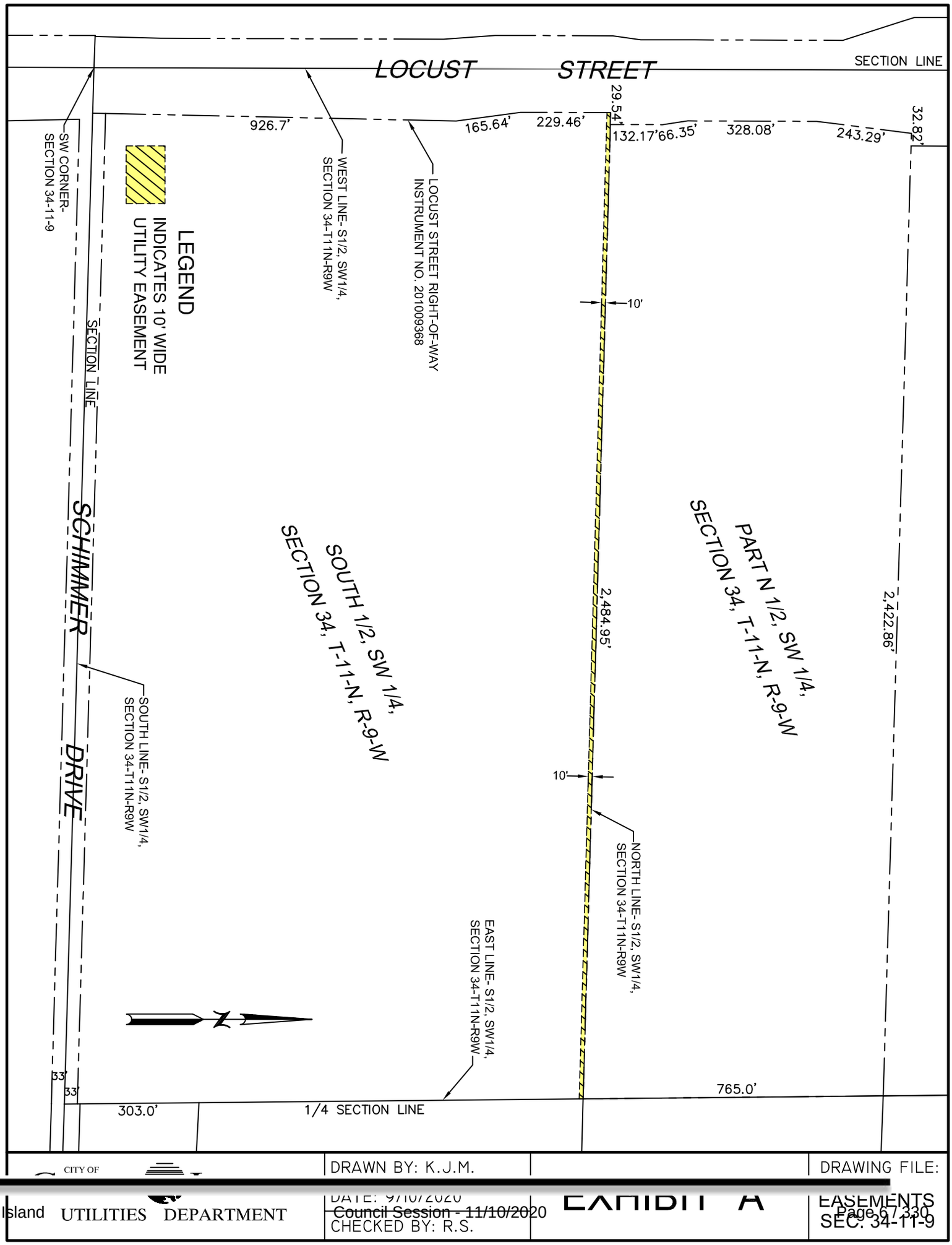
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.


LOCUST STREET
SECTION LINE
29.54'
926.7'
165.64'
229.46'
132.17'
66.35'
328.08'
243.29'
32.82'
SW CORNER-
SECTION 34-11-9
WEST LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
LOCUST STREET RIGHT-OF-WAY
INSTRUMENT NO. 201009368
LEGEND
INDICATES 10' WIDE
UTILITY EASEMENT
SECTION LINE
SCHIMMER DRIVE
10'
PART N 1/2, SW 1/4,
SECTION 34, T-11-N, R-9-W
SOUTH 1/2, SW 1/4,
SECTION 34, T-11-N, R-9-W
2,484.95'
2,422.86'
10'
SOUTH LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
NORTH LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
EAST LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
33'
33'
303.0'
1/4 SECTION LINE
765.0'
CITY OF
Grand Island UTILITIES DEPARTMENT
DRAWN BY: K.J.M.
DATE: 9/10/2020
CHECKED BY: R.S.
EXHIBIT A
DRAWING FILE:
EASEMENTS
SEC. 34-11-9

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 710 Allen Drive (Allen Phase II, LLC & Nebraska Tunnel Wash I, LLC)

Council action will take place under Consent Agenda item G-3.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 10, 2020

Subject: Acquisition of Utility Easement – 710 Allen Drive – Allen Phase III, 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 twenty (20.0) foot utility easement relative to the property of Allen Phase III, LLC and NE Tunnel Wash I, LLC, located through a part of Lot Two (2), Meadowlark West Tenth (10th) Subdivision, in the City of Grand Island, Hall County, Nebraska (710 Allen Drive), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Tommy's Car Wash has requested a new underground electrical service for their new commercial business located at 710 Allen Drive. A new high voltage terminal, a three-phase pad-mount transformer, and 320' of 4" conduit with 1/0 cable will be installed to accommodate the new service. The proposed easement tract 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:

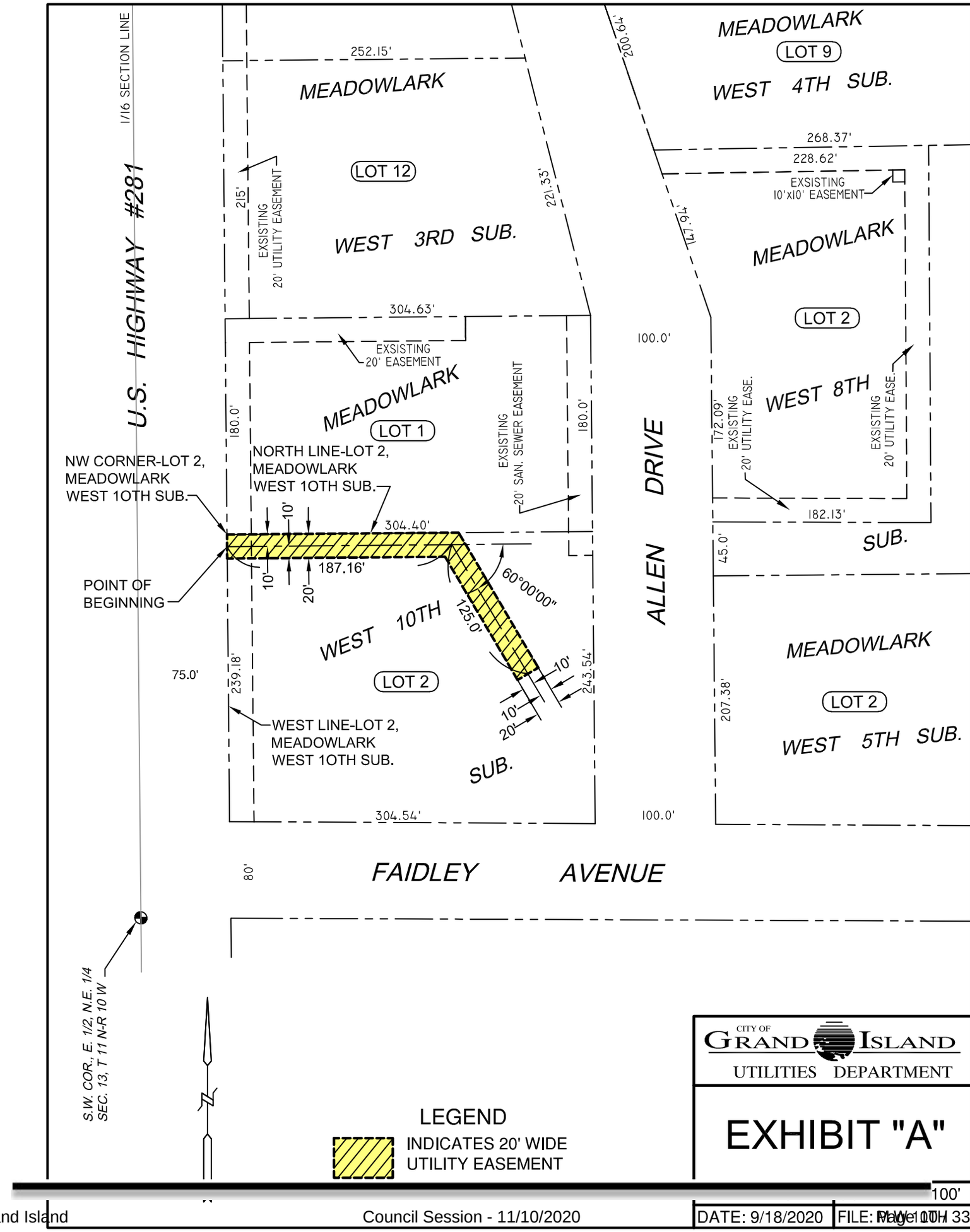
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.


U.S. HIGHWAY #281
1/16 SECTION LINE
MEADOWLARK
LOT 12
WEST 3RD SUB.
MEADOWLARK
LOT 9
WEST 4TH SUB.
252.15'
215'
EXSISTING
20' UTILITY EASEMENT
221.33'
200.64'
268.37'
228.62'
EXSISTING
10'x10' EASEMENT
147.96'
MEADOWLARK
LOT 2
WEST 8TH SUB.
304.63'
EXSISTING
20' EASEMENT
100.0'
MEADOWLARK
LOT 1
180.0'
EXSISTING
20' SAN. SEWER EASEMENT
180.0'
172.09'
EXSISTING
20' UTILITY EASE.
EXSISTING
20' UTILITY EASE.
182.13'
45.0'
NW CORNER-LOT 2,
MEADOWLARK
WEST 1OTH SUB.
NORTH LINE-LOT 2,
MEADOWLARK
WEST 1OTH SUB.
10'
304.40'
POINT OF
BEGINNING
10'
20'
187.16'
60°00'00"
125.0'
WEST 10TH
LOT 2
75.0'
239.18'
10'
243.54'
10'
20'
MEADOWLARK
LOT 2
WEST 5TH SUB.
207.38'
WEST LINE-LOT 2,
MEADOWLARK
WEST 1OTH SUB.
304.54'
100.0'
ALLEN DRIVE
80'
FAIDLEY AVENUE
S.W. COR., E. 1/2, N.E. 1/4
SEC. 13, T 11 N-R 10 W
N
LEGEND
INDICATES 20' WIDE
UTILITY EASEMENT
100'
CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT
EXHIBIT "A"
DATE: 9/18/2020
FILE: MW 10TH 330

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement in Bosselville Fifth Subdivision- 3502 West Wood River Road (Bosselman, Inc.; Parcel No. 400406772)

Council action will take place under Consent Agenda item G-11.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Public Hearing on Acquisition of Utility Easement in Bosselville Fifth Subdivision- 3502 West Wood River Road (Bosselman, Inc.; Parcel No. 400406772)

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

Background

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

A public easement is needed to accommodate utilities for development within Bosselville Fifth Subdivision. This subdivision is located north of Interstate 80, west of US Highway 281.

A sketch is attached to show the easement area.

Discussion

To allow for the accommodation of public utilities to serve Bosselville Fifth Subdivision it is requested that an easement be acquired by the City of Grand Island according to the attached sketch.

There will be no cost of such easement to the City.

Alternatives

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

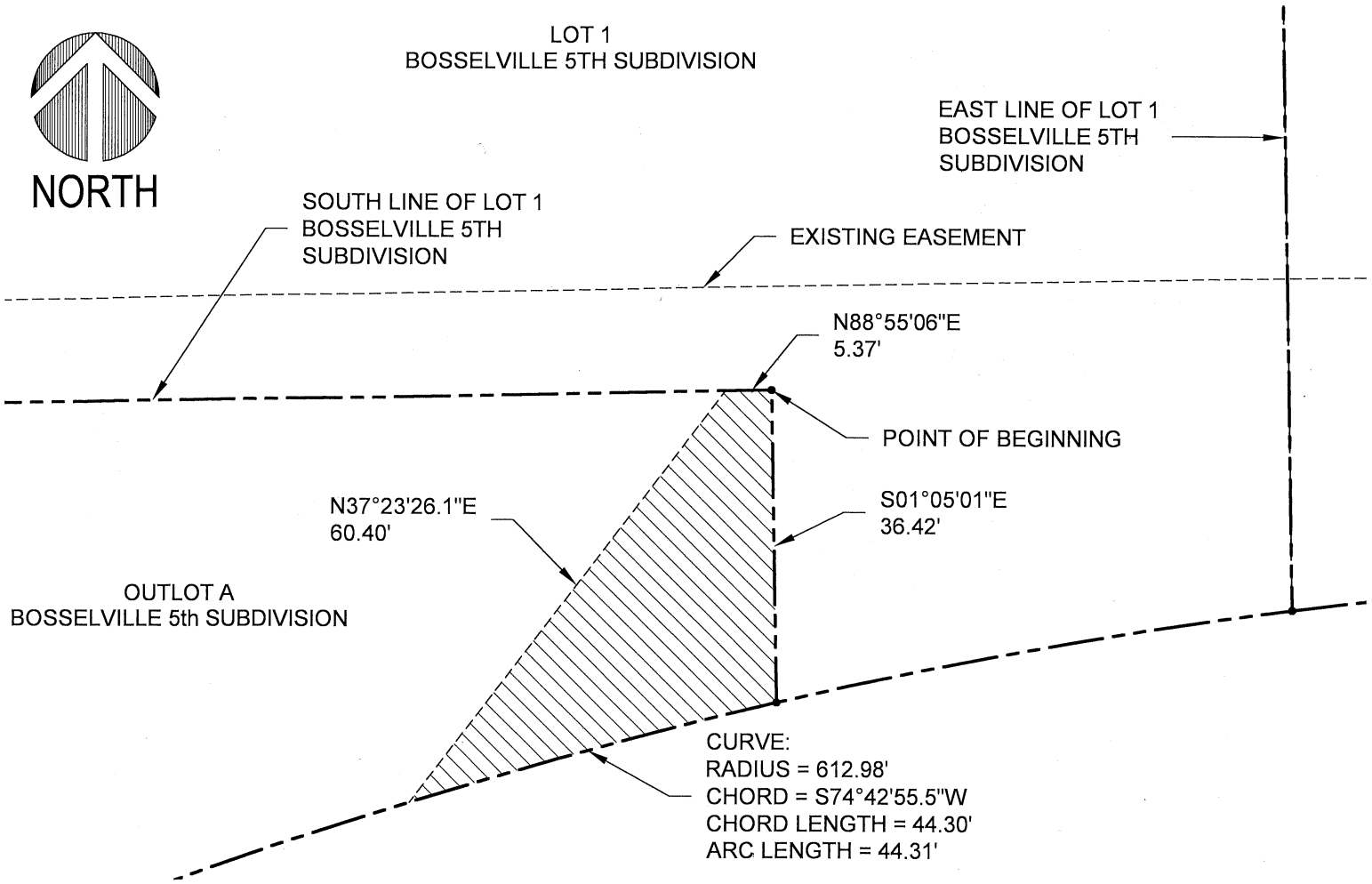
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the public easement.

Sample Motion

Move to approve the public easement.



AN EASEMENT LOCATED IN OUTLOT A OF BOSSELVILLE 5TH SUBDIVISION, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT A, THENCE S01°05'01"E (ASSUMED BEARING) ON THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 36.42 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A, AND THE BEGINNING OF A CURVE LOCATED ON THE SOUTH LINE OF SAID OUT LOT A, THAT IS CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 612.98 FEET, A CHORD BEARING OF S74°42'55"W, A CHORD DISTANCE OF 44.30 FEET, AND AN ARC LENGTH OF 44.31 FEET, THENCE N37°23'26"E A DISTANCE OF 60.40 FEET TO THE NORTH LINE OF SAID OUTLOT A, THENCE N88°55'06"E ON SAID NORTH LINE A DISTANCE OF 5.37 FEET TO THE POINT OF BEGINNING, CONTAINING 897.2 SQUARE FEET MORE OR LESS.

I JOSHUA E. GRUMMERT A LICENSED PROFESSIONAL LAND SURVEYOR UNDER OF THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS EASEMENT DESCRIPTION WAS MADE BY ME OR UNDER MY SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joshua E. Grummert 04-20-2020
JOSHUA E. GRUMMERT, RLS-783

WOOD RIVER RD W
WOOD RIVER RD W
WOOD RIVER RD W
BOSSELMAN AVE
BOSSELMAN AVE
US HIGHWAY 281 S
US HIGHWAY 281 S
300ft
829 Degrees

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item E-4

Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4010 Driftwood Drive (Shriner) and 818 N North Road (56 Land & Cattle Co., Inc.)

Council action will take place under Consent Agenda item G-13.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Public Hearing on Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4010 Driftwood Drive (Shriner) and 818 N North Road (56 Land & Cattle Co., Inc.)

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

Background

Public utility easements are needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located within the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park (see attached sketch). The public utility easements will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easements.

The Engineering Division of the Public Works Department received a petition for creation of a Sanitary Sewer District to serve the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park.

Sanitary Sewer District No. 544 was created by the City Council on January 28, 2020, via Ordinance No. 9755. Legal notice of the creation of the District was published in the *Grand Island Independent* on February 3, 2020, with notification mailed to all involved property owners.

City Council continued the creation of Sanitary Sewer District No. 544 on March 24, 2020, via Resolution No. 2020-78, with only one (1) protest being filed against this district. The owner represented 120.00 front feet, or 1.76% of the total district frontage of 6,802.11 feet.

Discussion

Public easements are needed to accommodate the construction of Sanitary Sewer District No. 544; Ellington Pointe & Westwood Park Subdivisions. The property owners have signed the necessary documents to grant the property, as shown on the attached drawing, at no cost.

Property Owner	*Legal Description*
Robert L Shriner, Jr. and Dee Ann Shriner	THE EAST FOURTEEN (14) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
56 Land & Cattle Co., Inc.	A 20-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S ½, NE ¼, SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 42, WESTWOOD PARK SUBDIVISION, THENCE N90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.50) FEET; THENCE S00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE N90°00'00"W, A DISTANCE OF TWENTY (20) FEET; THENCE N00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE ALONG THE SOUTH LINE OF LOT 42, WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.50) FEET TO THE POINT OF BEGINNING AND CONTAINING 300.00 SQUARE FEET MORE OR LESS. AND A 8-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S ½, NE ¼, SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 41, WESTWOOD PARK SUBDIVISION; THENCE S00°00'00"E ALONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S90°00'00"E, A DISTANCE OF EIGHT (8) FEET; THENCE N00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41, WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"W, A DISTANCE OF EIGHT (8) FEET TO THE POINT OF BEGINNING CONTAINING 2896.000 SQUARE FEET MORE OR LESS.

Alternatives

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

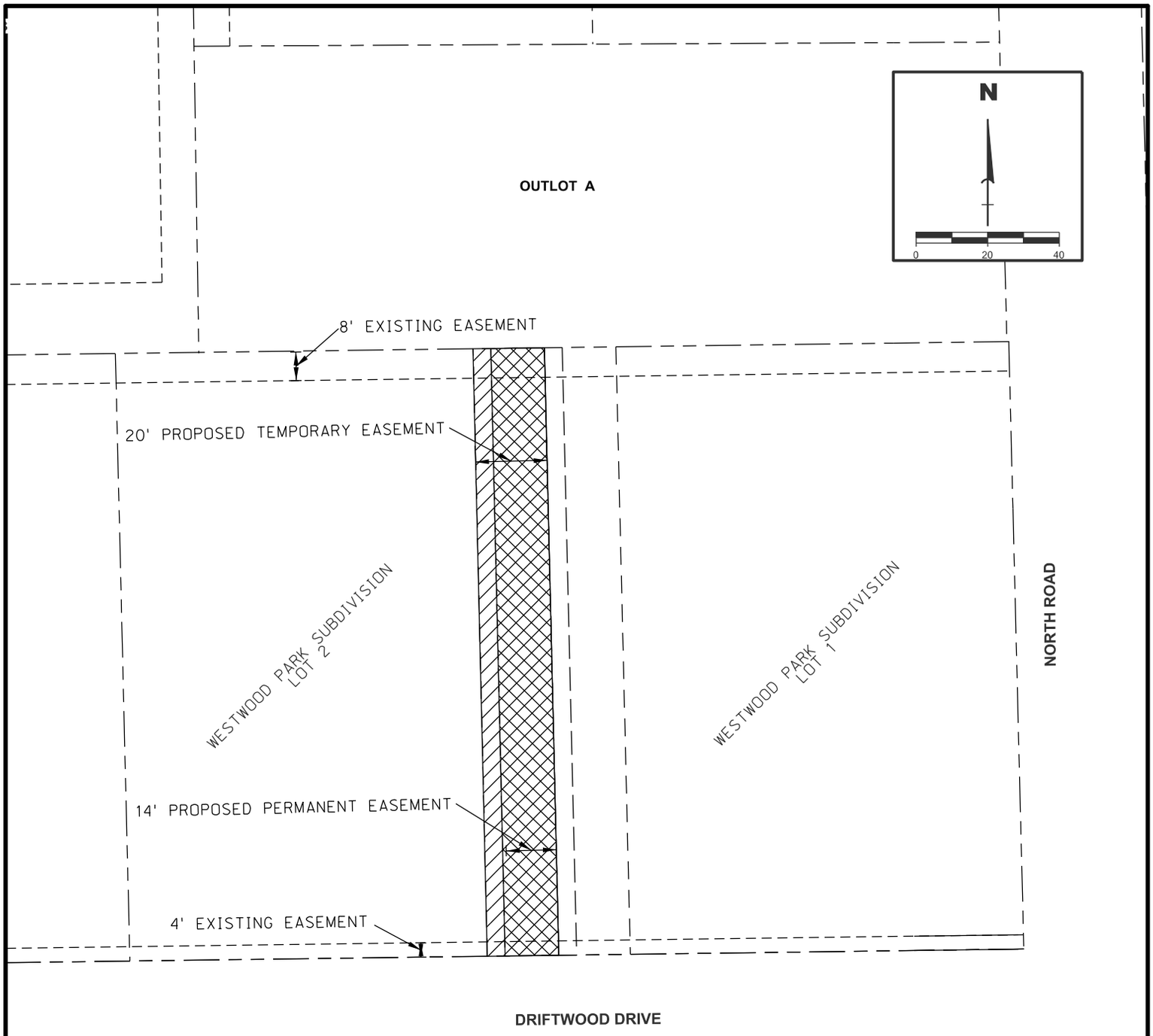
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve acquisition of the necessary permanent utility easements.

Sample Motion

Motion to approve the acquisition of the necessary permanent utility easements.



TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

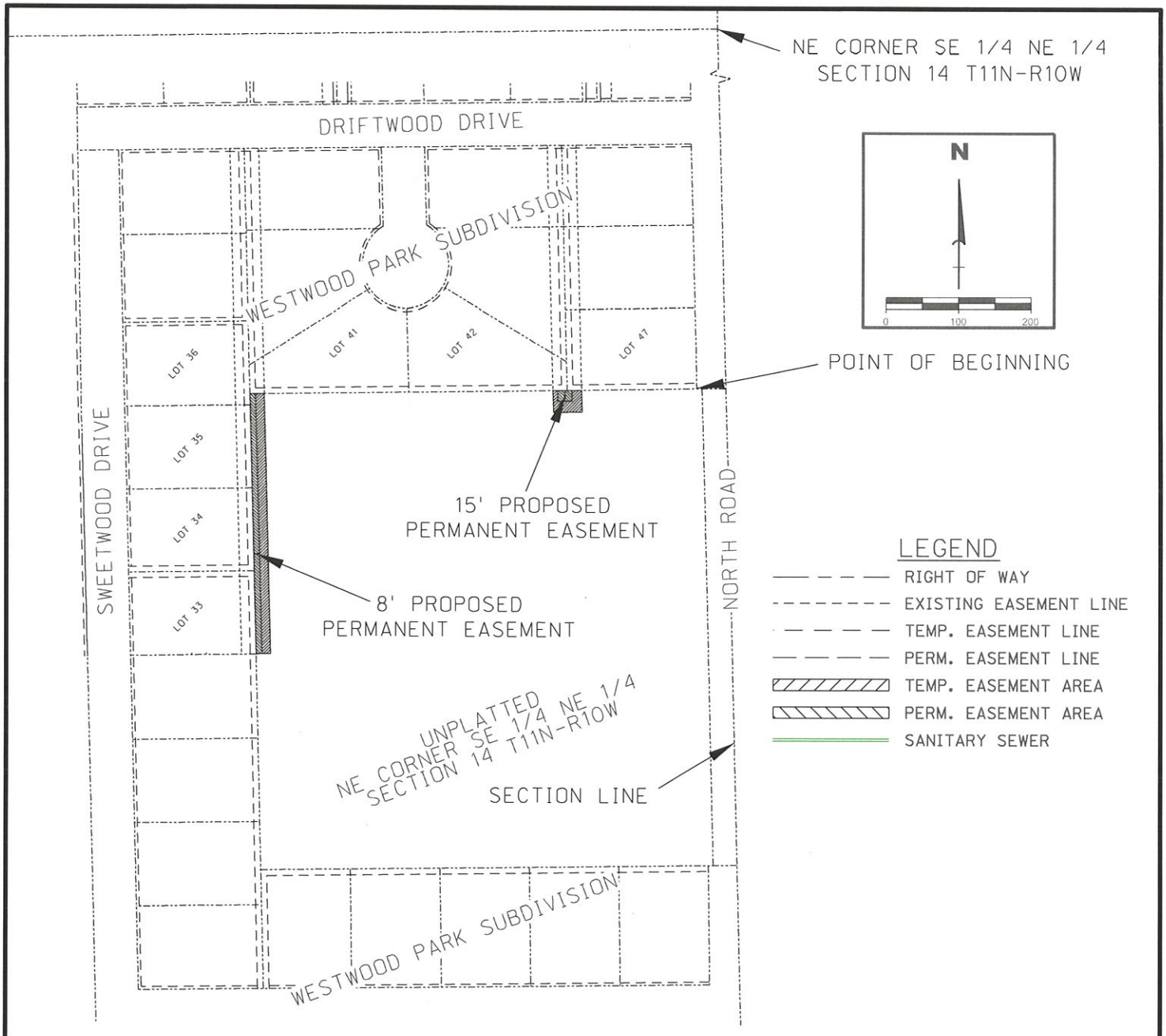
PERMANENT UTILTIY EASEMENT #2 DESCRIPTION

THE EAST FOURTEEN (14) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

EXHIBIT 2	PROJECT NO: 111908.02 DRAWN BY: CTP DATE: JUL. 2020	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 2 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers • scientists • planners



PERMANENT UTILITY EASEMENT #5 DESCRIPTION

A 20-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N 90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.50') FEET; THENCE S 00°00'00"E, A DISTANCE OF FIFTEEN (15.00') FEET; THENCE N 90°00'00"W, A DISTANCE OF TWENTY (20.00') FEET; THENCE N 00°00'00"E, A DISTANCE OF FIFTEEN (15.00') FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00'00" E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.50') FEET TO THE POINT OF BEGINNING AND CONTAINING 300.000 SQUARE FEET MORE OR LESS.

PERMANENT UTILITY EASEMENT #6 DESCRIPTION

A 8-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 41 WESTWOOD PARK SUBDIVISION, THENCE S 00°00'00"E A LONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00') FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S 90°00'00"E, A DISTANCE OF EIGHT (8.00') FEET; THENCE N 00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00') FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00'00"W, A DISTANCE OF EIGHT (8.00') FEET TO THE POINT OF BEGINNING CONTAINING 2896.000 SQUARE FEET MORE OR LESS.

EXHIBIT	PROJECT NO:	11908.02	PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers · scientists · planners
7B	DRAWN BY:	CTP		
	DATE:	JUL. 2020		

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item F-1

#9773 - Consideration of Approving Annexation of Property being Platted as Brooklyn Subdivision an Addition to the City of Grand Island (Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 10, 2020

Subject: An Ordinance to Include Brooklyn 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.

Gerald L. Dean and Pamela K Dean, husband and wife, as owners 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 June 3, 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 third 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.

Two residential lots would be added to the City as a result of this annexation. This property is located west of St. Paul Road where it intersects with Dean Street east of and contiguous with Capital Mobile Home Park.

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

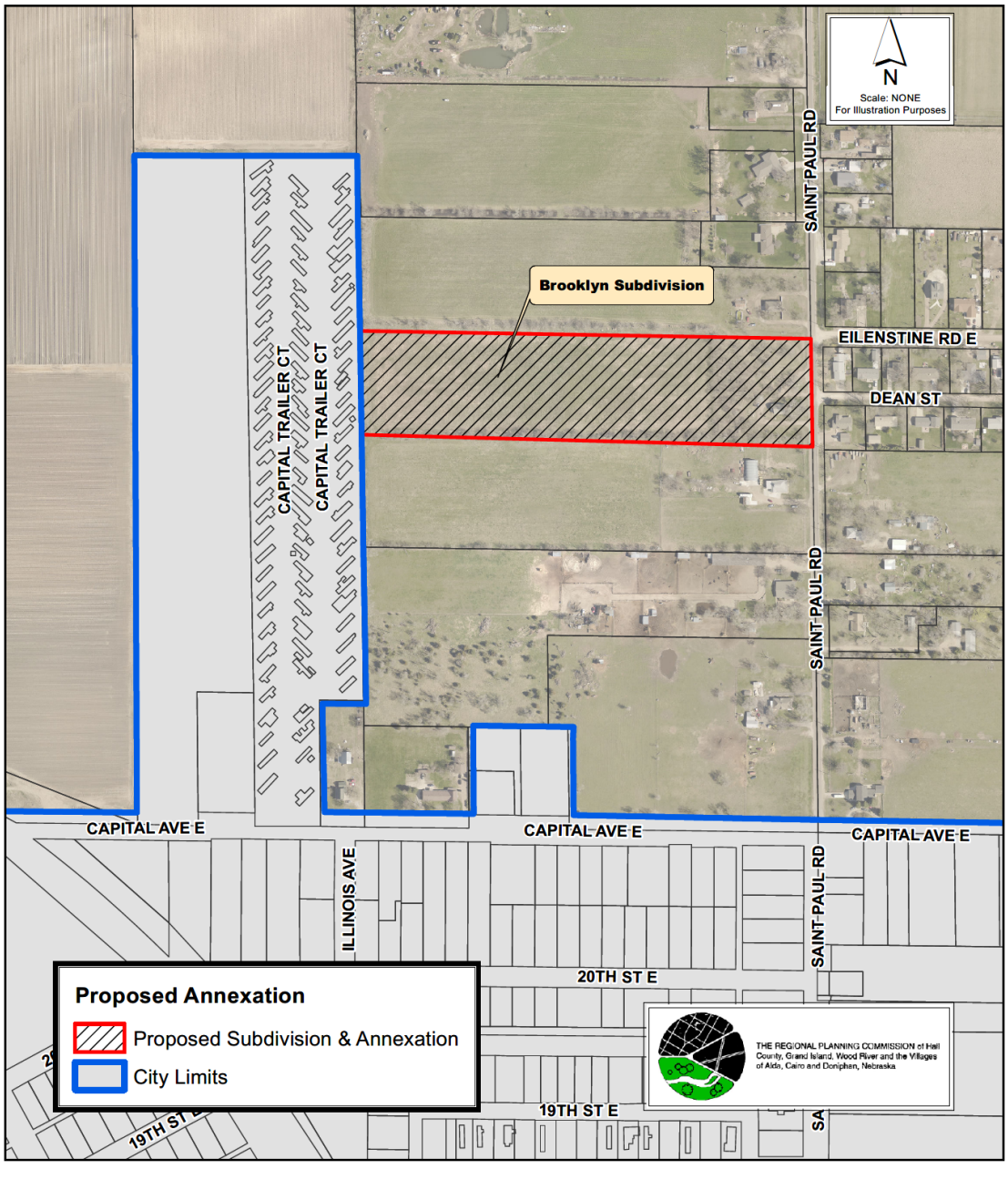
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third reading.

PROPOSED ANNEXATION LOCATION MAP



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9773

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 Brooklyn Subdivision 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 Gerald L. Dean and Pamela K. Dean, husband and wife, as owner of the property submitted a plat of Brooklyn 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 ¤ _____
November 6, 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 June 9, 2020 the City Council of the City of Grand Island held and considered such annexation and approved such annexation on first reading, approved such annexation on second reading on July 14, 2020, and approved such annexation on third and final reading on November 10, 2020.

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 from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

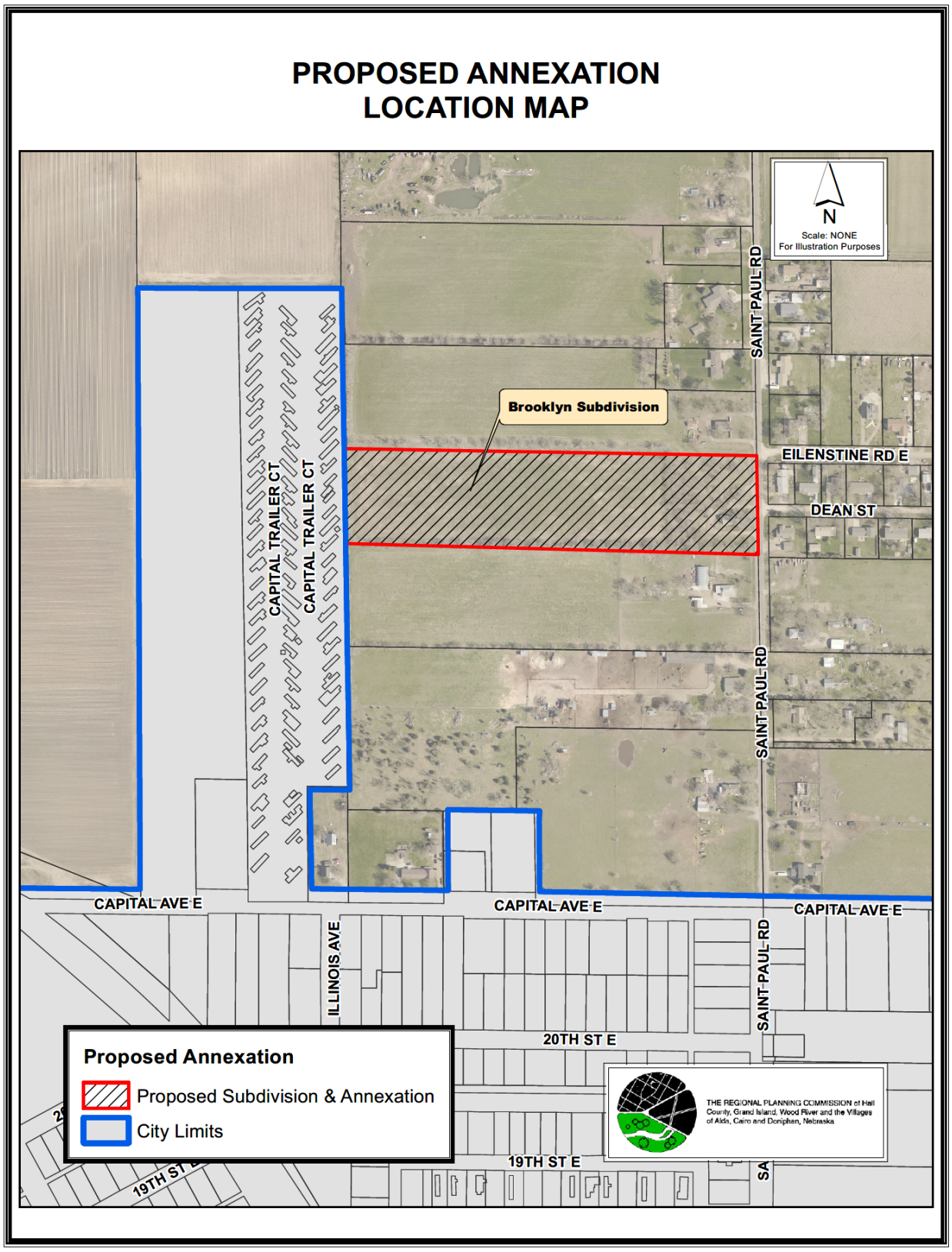
Exhibit A

LEGAL DESCRIPTION

A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point being One Thousand One Hundred Fifteen and Twenty Eight Hundredths (1,115.28) feet south of the northeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point also being the southeast corner of Pollock Subdivision; thence running southerly, along and upon the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and along and upon the east line of of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Eighty Nine Hundredths (329.89) feet; thence deflecting right 91°27'37" and running westerly, a distance of One Thousand Three Hundred Thirty Six and Sixteen Hundredths (1,336.16) feet to a point on the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4); thence deflecting right 88°44'43" and running northerly, along and upon the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), and along and upon the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Nine Hundredths (329.09) feet to the southwest corner of said Pollock Subdivision, thence deflecting right 91°13'19" and running easterly, along and upon the south line of said Pollock Subdivision, a distance of One Thousand Three Hundred Thirty Four and Ninety Six Hundredths (1,334.96) feet to the point of beginning. Along with all Additional dedicated rights-of-way.

Actual tract containing 10.099 acres, more or less.


PROPOSED ANNEXATION
LOCATION MAP
N
Scale: NONE
For Illustration Purposes
Brooklyn Subdivision
SAINT PAUL RD
EILENSTINE RD E
DEAN ST
CAPITAL TRAILER CT
CAPITAL TRAILER CT
CAPITAL AVE E
CAPITAL AVE E
CAPITAL AVE E
ILLINOIS AVE
20TH ST E
19TH ST E
Proposed Annexation
Proposed Subdivision & Annexation
City Limits
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item F-2

#9795 - Consideration of Approving Annexation of Property Located at 4127 West Husker Highway - Leaman Acres Subdivision (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 10, 2020

Subject: An Ordinance to include Leaman Acres 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.

Michael T. Leaman and Ralisa E. Leaman husband and wife, as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting October 7, 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 first 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.

Three residential lots would be added to the City as a result of this annexation. This property is located south of Husker Highway and east of Graham 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

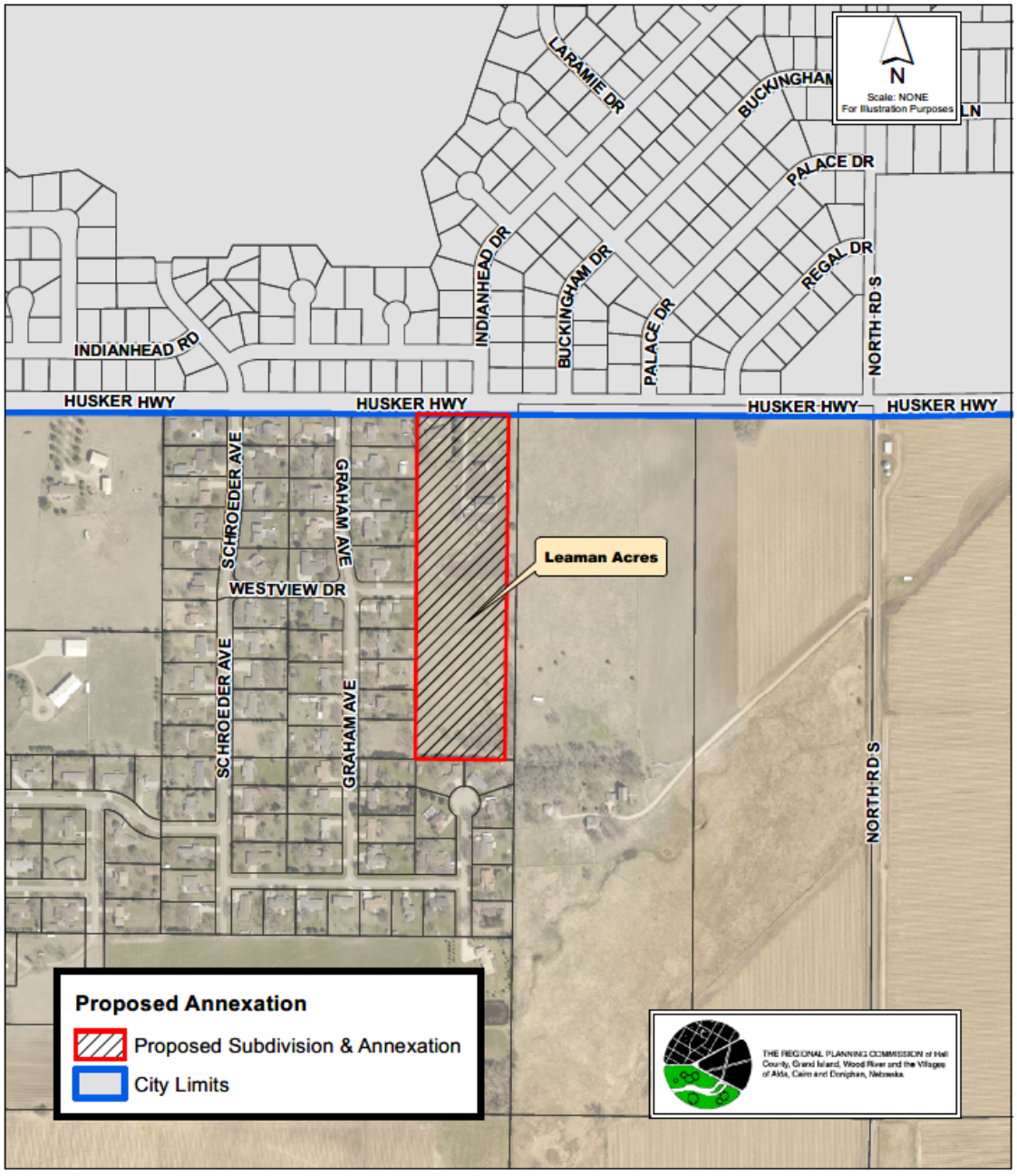
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.

PROPOSED ANNEXATION
LOCATION MAP



This Space Reserved for Register of Deeds

ORDINANCE NO. 9795

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 Leaman Acres Subdivision 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 Michael T. Leaman and Ralisa E. Leaman., as owners of the property submitted a plat of Leaman Acres 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 ¤ _____
November 6, 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 October 27, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on November 10, 2020 approved such annexation on second reading and on November 24, 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 from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: November 10, 2020

_____
Roger G. Steele, Mayor

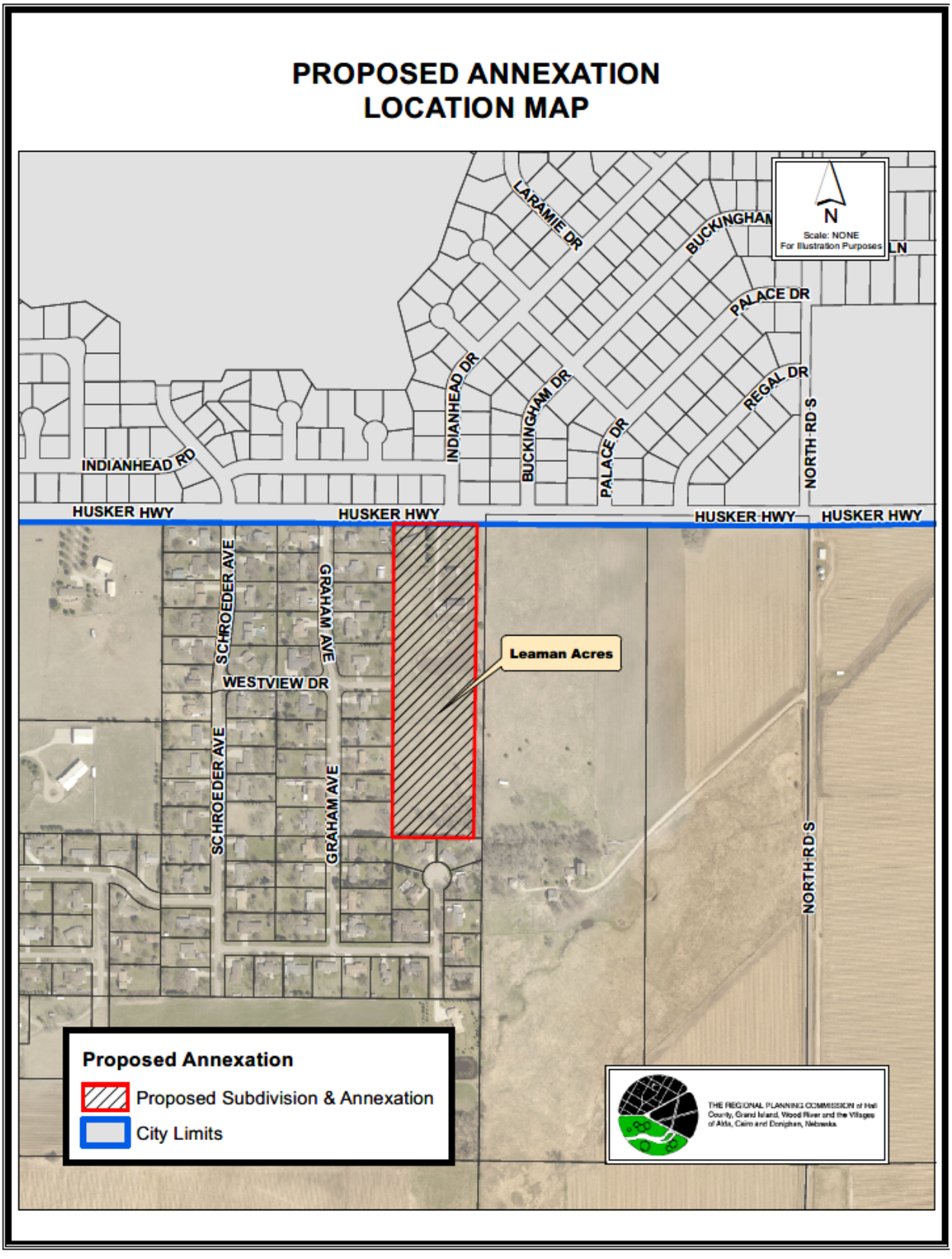
Attest:

_____
RaNae Edwards, City Clerk

Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 WEST, OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35 (NORTH ¼ CORNER) THENCE S89°41'01"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 943.57 FEET, THENCE S00°18'02"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S00°18'02"W ON THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SUBDIVISION AND THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION A DISTANCE OF 1279.89 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF LOT 20 WESTROADS ESTATES THIRD SUBDIVISION, THENCE S89°24'08"E ON THE NORTH LINE OF SAID WESTROADS ESTATES THIRD SUBDIVISION A DISTANCE OF 334.94 FEET, THENCE N00°39'26"E ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 1281.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF HUSKER HIGHWAY, THENCE N89°41'01"W ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 342.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.96 ACRES MORE OR LESS.


PROPOSED ANNEXATION
LOCATION MAP
N
Scale: NONE
For Illustration Purposes
LARAMIE DR
BUCKINGHAM
PALACE DR
REGAL DR
NORTH RD S
INDIANHEAD DR
BUCKINGHAM DR
PALACE DR
INDIANHEAD RD
HUSKER HWY
HUSKER HWY
HUSKER HWY
HUSKER HWY
SCHROEDER AVE
GRAHAM AVE
WESTVIEW DR
SCHROEDER AVE
GRAHAM AVE
Leaman Acres
NORTH RD S
Proposed Annexation
Proposed Subdivision & Annexation
City Limits
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item F-3

#9801 - Consideration of Vacation of Utility Easements at 2208 North Webb Road

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 10, 2020

Subject: Ordinance #9801 - Consideration of Vacation of Utility Easements – 2208 N. Webb Road

Presenter(s): Timothy Luchsinger, Utilities Director

Background

There are two unoccupied sixteen (16.0) foot wide utility easements located in part of Lot One (1), Grand Island Mall Nineteenth Subdivision, in the City of Grand Island, Hall County, Nebraska that need to be vacated.

Discussion

The Northwest Commons Business Condominiums (former Shopko) located at 2208 North Webb Road is in the process of being remodeled. A new electrical service has been installed west of the building in a newly acquired easement. The old electrical service has been removed from the two easements to be vacated. The vacation of these two easements will allow the owner/developer 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 easements be vacated.

Sample Motion

Move to approve the Ordinance and vacate the utility easements as described in Document No. 202004330 (Exhibit A).

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE No. 9801

An ordinance to vacate two existing sixteen (16.0) foot wide Utility Easements as shown on the recorded plat in Instrument Number 202004330, being Grand Island Mall Nineteenth Subdivision, 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 two sixteen (16.0) foot wide utility easements and right-of-way tracts located in part of the Grand Island Mall Nineteenth Subdivision, in the City of Grand Island, Hall County, Nebraska to be vacated being more particularly described as follows:

TRACT 1

The easterly sixteen (16.0) feet of the westerly sixty-two and two hundredths (62.2) feet of the southerly two hundred sixty-eight and seventy-eight hundredths (268.78) feet of Lot One (1), Grand Island Mall Nineteenth Subdivision, in the City of Grand Island, Hall County, Nebraska.

TRACT 2

The northerly line of a sixteen (16.0) foot wide tract being more particularly described as follows:

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

Beginning at a point on the southerly line of Lot One (1), Grand Island Mall Nineteenth Subdivision, in the City of Grand Island, Hall County, Nebraska, said point also being the Northeast corner of Lot Two (2), Grand Island Mall Sixteenth Subdivision; thence running in a northwesterly direction, a distance of three hundred twenty-eight and seventy-four hundredths (328.74) feet more or less, to a point on the easterly line of the previously described easement being vacated as TRACT 1, said point also being the Southwest corner of an existing building. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of said Lot One (1).

Such Utility Easement to be vacated as shown on Exhibit "A" attached hereto dated 10/27/2020 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.

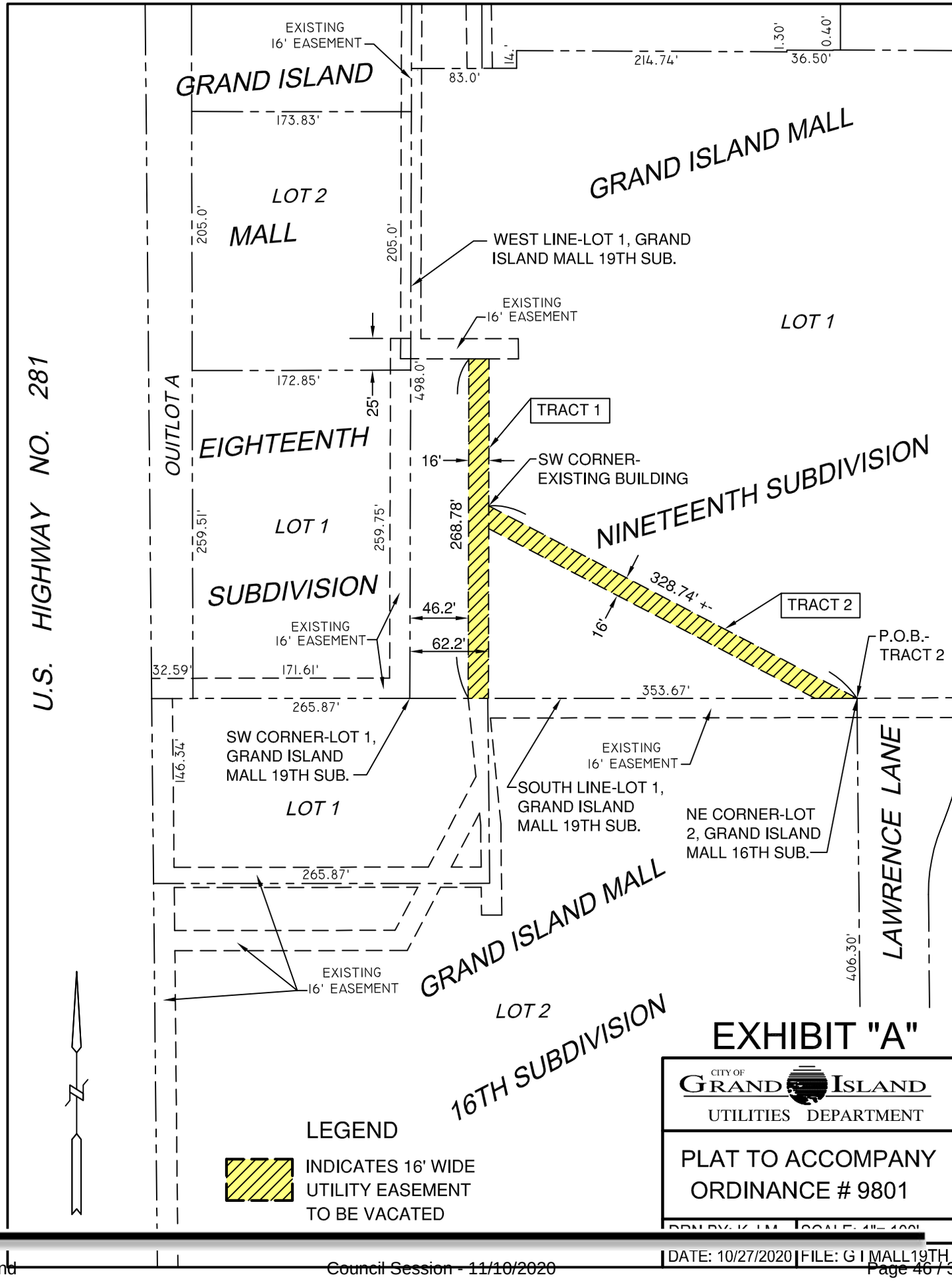
SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk


EXISTING
16' EASEMENT
GRAND ISLAND
173.83'
LOT 2
MALL
205.0'
205.0'
83.0'
14.'
214.74'
1.30'
0.40'
36.50'
GRAND ISLAND MALL
WEST LINE-LOT 1, GRAND
ISLAND MALL 19TH SUB.
EXISTING
16' EASEMENT
LOT 1
172.85'
25'
498.0'
TRACT 1
16'
SW CORNER-
EXISTING BUILDING
OUITLOT A
EIGHTEENTH
LOT 1
SUBDIVISION
259.51'
259.75'
268.78'
NINETEENTH SUBDIVISION
328.74' +-
16'
TRACT 2
P.O.B.-
TRACT 2
46.2'
62.2'
EXISTING
16' EASEMENT
32.59'
171.61'
353.67'
265.87'
U.S. HIGHWAY NO. 281
SW CORNER-LOT 1,
GRAND ISLAND
MALL 19TH SUB.
146.34'
LOT 1
EXISTING
16' EASEMENT
SOUTH LINE-LOT 1,
GRAND ISLAND
MALL 19TH SUB.
NE CORNER-LOT
2, GRAND ISLAND
MALL 16TH SUB.
LAWRENCE LANE
265.87'
GRAND ISLAND MALL
406.30'
EXISTING
16' EASEMENT
LOT 2
16TH SUBDIVISION
EXHIBIT "A"
CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT
PLAT TO ACCOMPANY
ORDINANCE # 9801
LEGEND
INDICATES 16' WIDE
UTILITY EASEMENT
TO BE VACATED
DATE: 10/27/2020
FILE: G I MALL19TH

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item F-4

#9802 - Consideration of Amending Chapter 8 of the Grand Island City Code to Adopt the 2018 International Building Code, 2018 International Residential Code and 2018 International Existing Building Code

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: November 10, 2020

Subject: Amendment to Chapter 8 of the Grand Island City Code to Adopt the 2018 International Building Code, the 2018 International Residential Code, and the 2018 International Existing Building Code

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island has for generations adopted and enforced building codes which regulate the construction of buildings within the City and jurisdictional areas. The purpose of these codes is to provide minimum requirements to safeguard the public safety, health and general welfare, through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conversation and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

Discussion

The City currently adopts and enforces the 2015 Edition of the International Building and Residential Codes as published by the International Code Council. The Building Code Advisory Board has recently reviewed the 2018 editions of these two codes and recommends their adoption with the revisions as outlined in the attached amended Chapter 8 of the City Code.

The Board has also reviewed the 2018 Edition of the International Existing Building Code which was eliminated from the building code and published as a separate document.

The State of Nebraska does require that political subdivisions who enforce building codes adopt the State Building Code, which is the latest edition of the International codes. The 2018 edition is the latest edition. The 2021 editions are scheduled to be published early in 2021.

Alternatives

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

1. Approve the request and amend the City Code to adopt the International Building and Residential codes.
2. Disapprove or /Deny the request.
3. Modify the conditional use to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that Council approve the recommendation of the Building Code Advisory Board and amend Chapter 8 to adopt the 2018 International Building Code, the 2018 International Residential Code, and the 2018 International Existing Building Code and begin enforcement January 1, 2021.

Sample Motion

Move to approve amending Chapter 8 of the Grand Island City Code and adopting the 2018 Editions of the International Building, Residential, and Existing Building Codes.

ORDINANCE NO. 9802

An ordinance to amend Chapter 8 of Grand Island City Code; to amend Sections 8-1 – 5, 8-7, 8-20.1 and 8-21; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide 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. Sections 8-1 – 5, 8-7, 8-20.1 and 8-21 of the Grand Island City Code Chapter 8 are amended to read as follows:

§8-1. International Building Code (IBC) Adopted

The International Building Code, 2018 Edition, published by the International Code Council, is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the City Code. The following sections of the Appendix shall also be adopted:

Appendix C Group U – Agricultural Buildings
Appendix I – Patio Covers

One copy of the International Building Code, 2018 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

§8-2. International Residential Code (IRC) Adopted

The International Residential Code, 2018 Edition, published by the International Code Council, is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the City Code.

One copy of the International Residential Code, 2018 Edition, and all supplements or amendments thereto shall be filed in the office of the City Clerk as provided by law.

§8-3. International Building Code (IBC) and International Residential Code (IRC); Standards Adopted

The following standards shall be used with the International Building Code and the International Residential Code adopted by §8-1 and §8-2 above:

Acceptable Wind Load Design Procedures:

2018 I.B.C. - Basic Wind Speed

The ultimate design wind speed shall be 120 mph, in risk category II,III,&IV.

Approved as to Form ¤ _____
November 4, 2020 ¤ City Attorney

Exposure C only
Roof Snow Load - 30 pounds per sq. ft.
Frost Depth - 36 inch minimum
Seismic Design Category A, Site Class D
IRC, Table R301.5 Amend live load for sleeping rooms from 30 pounds to 40 pounds per square foot.

§8-4. IBC - Certain Sections Not Adopted

It is especially provided that the following chapters, sections, and tables of the International Building Code are not adopted or approved, and the same shall be of no force and effect:

Chapter 1
Section 101.4.1 Gas
Section 101.4.2 Mechanical
Section 101.4.3 Plumbing
Section 101.4.4 Property Maintenance
Section 101.4.6 Energy
Section 103 Department of Safety
Section 106 Floor and Roof design Loads
Section 107.2.6.1 Design Flood Elevations
Section 108 Temporary Structures and Uses
Section 113 Board of Appeals
Chapter 13 – Energy Efficiency Section 1612 Flood Loads
Section 1809.5 – Frost Protection; #2 Constructing in accordance with ASCE-32, and Exception: 1,2,3.
Chapter 27 – Electrical
Chapter 28 – Mechanical
Chapter 30 – Elevators and Conveying Systems
Chapter 32 – Encroachments into the Public Right-of-Way
Chapter 33 – Safeguards During Construction
Chapter 34 – Reserved
Appendix A Employee Qualifications
Appendix B Board of Appeals
Appendix D Fire Districts
Appendix E Supplementary Accessibility Requirements
Appendix F Rodent Proofing
Appendix G Flood-Resistant Construction
Appendix H Signs
Appendix J Grading
Appendix K Administrative Provisions
Appendix L Earthquake Recording Instrumentation
Appendix M Tsunami-Generated Flood Hazard
Appendix N Replicable Buildings

§8-5. IRC – Certain Sections and Parts Not Adopted

It is especially provided that the following parts, chapters, and sections of the International Residential Code are not adopted or approved, and the same shall be of no force and effect:

Section R105.3.1.1 Determination of Substantially improved or substantially damaged existing buildings in flood hazard areas.

Section R107 – Temporary Structures and Uses
Section R109.1.3 – Floodplain Inspections
Section R112 – Board of Appeals
Section 313 Automatic Fire Sprinkler Systems
Section R322 – Flood-Resistant Construction
Section R403.1.4.1 Frost Protection; 2. Constructing in Accordance with Section R403.3
Section R403.1.4.1 Frost Protection; 3. Constructing in Accordance with ASCE 32.
Section R403.1.4.1 Frost Protection; Exceptions: 1, 2, & 3
Section R403.3 – Frost Protected Shallow Foundations
Section R403.3.1 – Foundations Adjoining Frost Protected Shallow Foundations
Section R403.3.1.1 – Attachment to Unheated Slab-on Ground Structure
Section R403.3.1.2 – Attachment to Heated Structure
Section R403.3.2 – Protection of Horizontal Insulation Below Ground
Section R403.3.3 – Drainage
Section R403.3.4 – Termite Protection
Section R406.2 – Concrete and masonry foundation waterproofing
Part IV - Energy Conservation
Part V - Mechanical
Part VI - Fuel Gas
Part VII – Plumbing
Part VIII – Electrical
Appendices, A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S &T

§8-7. International Existing Building Code (IEBC) Adopted

The International Existing Building Code, 2018 edition, published by the International Code Council is hereby adopted.

One copy of the International Existing Building Code, 2018 edition, shall be filed in the office of the City clerk as provided by law.

§8-20.1. IRC Section R908 & IBC Section 1511 Reroofing R908.3.2.2 & 1511.3.1 Roof recover not allowed. Amend by adding #2. Wood, wood shake, asphalt, & fiberglass. R908.3.1 & 1511.3.1, Roof recover. Delete #1.

8-21. Buildings Having Historical Significance

Buildings or structures which have been designated by official action of the Grand Island City Council as having special historical or architectural significance may comply with Chapter 12 of the 2018 International Existing Building Code for historic buildings.

Historical buildings shall be buildings which are currently listed on the National Register of Historical Buildings or are at least fifty years old and have one of the following

characteristics: is associated with an important person or event which has contributed significantly to history, contains significant architectural or artistic design, or has significant archeological properties.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication pursuant to law beginning January 1, 2021.

Enacted: November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-1

Approving Minutes of October 27, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
October 27, 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 October 27, 2020. Notice of the meeting was given in *The Grand Island Independent* on October 21, 2020.

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

BOARD OF EQUALIZATION: Motion by Haase, second by Hehnke to adjourn to the Board of Equalization. Motion adopted.

#2020-BE-7 - Consideration of Determining Re-establishment of Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T. Public Works Director John Collins reported that the Certificate of Final Completion for Sanitary Sewer District No. 530T was approved on November 22, 2016 with December 27, 2016 set as the date for Council to sit as the Board of Equalization.

On December 17, 2019, via Resolution No. 2019-376, City Council approved the redistribution of sanitary sewer tap fees within the recently subdivided Bosselville Fifth Subdivision consisting of five (5) lots, with a portion of the parcel west of Lot One (1) being added to such subdivision and reduced in size. An additional tract of land has recently been subdivided and the individual lots need to have the appropriate connection fees re-established.

Motion by Nickerson, second by Stelk to approve Resolution #2020-BE-7. Upon roll call vote, Conley, Minton and Nickerson voted aye. Haase, Hehnke, Jones, Paulick, Schutz, Scott and Stelk voted no. Motion failed.

RETURN TO REGULAR SESSION: Motion by Paulick, second by Schutz to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from LPB, LLC for a Conditional Use Permit for Placement of a Soil and Groundwater Remedial System located at 704 West 3rd Street. Building Department Director Craig Lewis reported the request is for approval of a conditional use permit to allow for the placement of a soil vapor extraction trailer to facilitate the removal of free phase petroleum from soil and groundwater at 724 West 3rd Street. The site is currently zoned (B-3) Heavy Business. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit. This proposal is to allow

for the use of the trailer at the site to aid in the cleanup of soil and groundwater contaminates. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Gerald and Pamela Dean for a Conditional Use Permit to Allow Livestock on Premises located at 2670 N. St. Paul Road. Building Department Director Craig Lewis reported this request is to utilize the newly amended zoning code which allows as a conditional use livestock on property zoned Large Lot Residential.

Because the vacant lot would not have a permitted principal use and the keeping of livestock is not a listed permitted principal use the amendment to the zoning code allows as a conditional use the keeping of livestock. Staff recommended approval. Gerald Patterson, 2705 St. Paul Road spoke in support. No further public testimony was heard.

Public Hearing on Zoning Change for property located at 4141 Montana Avenue from LLR Large Lot Residential Zone and RO Residential Office to Residential Office (FAmos Construction Inc.) Regional Planner Rashad Moxey reported an application has been made to rezone a tract of land consisting of a portion of Lot 13 of Northwest Gateway Subdivision, 4141 Montana Avenue in Grand Island, Hall County, Nebraska from LLR Large Lot Residential Zone and RO Residential Office to RO Residential Office. This property is south of Montana Avenue and west of Idaho Avenue.

Rashad reported this property is zoned both LLR and RO the line between these was drawn prior to the subdivision of this property. The RO zoning included all of the property north of the northern property line of the lots on Utah west of Independence Avenue in the Capital Heights Eighth Subdivision. At the time of adoption this was the logical place to draw the boundary as this property was entirely unsubdivided. This rezoning will make the zoning on this lot consistent with the lot boundaries. Staff recommended approval.

Bruce Bluhm, 3009 Colorado Avenue; David Warriner, 3008 Idaho Avenue; Barb Klein; 3030 Idaho Avenue; Christy Ericson; 3020 Idaho Avenue; Joe Ferris, 3024 Idaho Avenue spoke in opposition. Amos Anson, 4234 Arizona Avenue spoke in support. No further testimony was heard.

Public Hearing on Changes to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements and Off Street Parking Requirements. Regional Planner Rashad Moxey reported that the Planning Department and Building Department are suggesting changes to the following sections of the Zoning Regulations: Section 36-108 (S) Definitions to harmonize the definition of Street Frontage and to rearrange other Street Definitions to eliminate confusion between Chapter 33 and 36 of the City Code; and sections 36-22 Yard Requirements and 36-96 Off Street Parking Requirements by repealing changes made in June of 2018.

The purpose of this change was to avoid situations created by the Heavenly Haven Subdivision where the street frontage along Blaine Street while technically present did not provide any possibility of actual vehicular access to the property without either a bridge or ferry. The intent of these changes was to make sure that there was adequate space between the overhead garage door and the property line for a car to park in front of the garage. While the intent of this was good this has resulted in lots, especially in the older parts of town that are very difficult to build on or add a detached garage on. Staff is recommending that we roll back the change that were

made in 2018 and allow these lots to develop based on the setbacks in each zoning district as we had for decades prior to the 2018 change. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

Regional Planner Rashad Moxey reported that Mettenbrink Family Investments LLC, owners of the property, submitted a plat of NEW North 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 west of Engleman Road and north of Capital Avenue. Staff recommended approval.

Motion by Haase, second by Paulick to approve Ordinance #9791 on final reading.

Deputy City Clerk: Ordinance #9791 on final reading. All those in favor of the passage of this ordinance on 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 final reading, Ordinance #9791 is declared to be lawfully adopted upon publication as required by law.

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

Regional Planner Rashad Moxey 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 west of Engleman Road and south of Husker Highway. Staff recommended approval.

Motion by Schutz, second by Stelk to approve Ordinance #9792 on final reading.

Deputy City Clerk: Ordinance #9792 on final reading. All those in favor of the passage of this ordinance on 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 final reading, Ordinance #9792 is declared to be lawfully adopted upon publication as required by law.

#9795 - Consideration of Approving Annexation of Property Located at 4127 West Husker Highway (First Reading).

Regional Planner Rashad Moxey reported that Michael and Ralisa Leaman, husband and wife, as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island. Staff recommended approval.

Motion by Paulick, second by Stelk to approve Ordinance #9795 on first reading.

Deputy City Clerk: Ordinance #9795 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.

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

> #9796 - Consideration of Approving Zoning Change for Property located at 4141 Montana Avenue Lot 13 of Northwest Gateway Subdivision from LLR Large Lot Residential Zone and RO Residential Office to Residential Office (FAmos Construction Inc.)
> #9797 - Consideration of Approving Changes to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements and Off Street Parking Requirements
> #9798 - Consideration of Amending Chapter 35, Section 35-30 to Include a Monthly Meter Charge for a 12-Inch Water Meter
> #9799 - Consideration of Approving Highway Allocation Fund Pledge Bonds
> #9800 - Consideration of Approving Combined Utilities Revenue Refunding Bonds

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 Hehnke seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

> #9796 - Consideration of Approving Zoning Change for Property located at 4141 Montana Avenue Lot 13 of Northwest Gateway Subdivision from LLR Large Lot Residential Zone and RO Residential Office to Residential Office (FAmos Construction Inc.)

This item was related to the above Public Hearing.

Motion by Hehnke, second by Conley to approve Ordinance #9796.

Deputy City Clerk: Ordinance #9796 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, Schutz and Scott voted aye. Councilmembers Jones, Paulick and Stelk voted no. Motion adopted.

Deputy City Clerk: Ordinance #9796 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Conley, Haase, Hehnke, Minton, Nickerson, Schutz and Scott voted aye. Councilmembers Jones, Paulick and Stelk voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9796 is declared to be lawfully adopted upon publication as required by law.

#9797 - Consideration of Approving Changes to Chapter 36 of the Grand Island City Code Relative to Definitions, Yard Requirements and Off Street Parking Requirements

This item was related to the above Public Hearing.

Motion by Stelk, second by Minton to approve Ordinance #9797.

Deputy City Clerk: Ordinance #9797 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.

Deputy City Clerk: Ordinance #9797 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 #9797 is declared to be lawfully adopted upon publication as required by law.

#9798 - Consideration of Amending Chapter 35, Section 35-30 to Include a Monthly Meter Charge for a 12-Inch Water Meter

Tim Luchsinger reported the water meter monthly fees, noted in Chapter 35, Section 35-30, of the Grand Island City Code, were last amended on November 22, 2016, by Ordinance No. 9613. At that time, the largest meter size in the City was 10-inch. With the recent addition of a 12-inch meter installed as part of JBS expansion; it is necessary to amend the noted section of code to facilitate a meter charge for the new meter size. The recommended charge for the new 12-inch meter size would be set at $5,600.00 per month. This is based on the same weighted, achievable flow, rate methodology used in the 2016 calculation. Staff recommended approval.

Motion by Haase, second by Conley to approve Ordinance #9798.

Deputy City Clerk: Ordinance #9798 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.

Deputy City Clerk: Ordinance #9798 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 #9798 is declared to be lawfully adopted upon publication as required by law.

#9799 - Consideration of Approving Highway Allocation Fund Pledge Bonds

Finance Director Patrick Brown reported that the 2020-2021 budget included provisions for the Old Potash Highway Roadway and North Road improvements. The project would be funded with cash and debt financing. The debt financing would be paid from the Nebraska Highway Allocation Fund and the additional sales and use tax of one half of one percent (1/2%) that was approved at the November 2018 Statewide General Election. The bond in principal amount would not exceed $15,000,000 and would be amortized over ten years. Staff recommended approval.

Motion by Paulick, second by Schutz to approve Ordinance #9799.

Deputy City Clerk: Ordinance #9799 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.

Deputy City Clerk: Ordinance #9799 on second and final reading. All those in favor of this 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 #9799 is declared to be lawfully adopted upon publication as required by law.

#9800 - Consideration of Approving Combined Utilities Revenue Refunding Bonds

Finance Director Patrick Brown reported on July 29, 2020 City Council approved City Administration to explore refinancing of City bonds due to the current favorable bond market. The City currently has one (1) Sewer Bond, one (1) Water Bond, two (2) Electric bonds in place, and four (4) Nebraska Department of Environment and Energy (NDEE) loans.

Mr. Brown stated each of the City's above mentioned bonds and loans were individually placed throughout the years. City Administration along with the city advisors and bond counsel discussed the benefits of combining all of the bonds and loans into one bond. In selling one large bond as compared to several small bonds, the city could realize increased savings. Staff recommended approval.

Motion by Haase, second by Nickerson to approve Ordinance #9800.

Deputy City Clerk: Ordinance #9800 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.

Deputy City Clerk: Ordinance #9800 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 #9800 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Paulick, second by Hehnke to approve the Consent Agenda excluding item G-11 (Resolution 2020-268) due to failure to pass on Board of Equalization. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 13, 2020 City Council Regular Meeting.

#2020-259 - Approving City Council Meeting Schedule for 2021.

#2020-260 - Approving Final Plat and Subdivision Agreement for NWE North Subdivision. It was noted that Mettenbrink Family Investments, LLC, owner, had submitted the Final Plat and Subdivision Agreement for NWE North Subdivision located north of Capital Avenue west of Engleman Road in Grand Island, Nebraska. (1 lot, .227 acres).

#2020-261 - Approving Final Plat and Subdivision Agreement for NWE South Subdivision. It was noted that Steven D. Hostler and Elaine S. Hostler, owners, had submitted the Final Plat and Subdivision Agreement for NWE South Subdivision located south of Husker Highway west of Engleman Road in Grand Island, Nebraska. (1 lot, .064 acres).

#2020-262 - Approving Final Plat and Subdivision Agreement for Kate Subdivision. It was noted that Tom Ummel, Sr., owner, had submitted the Final Plat and Subdivision Agreement for Kate Subdivision located east of Vine Street and south of 12th Street in Grand Island, Nebraska. (2 lots, 0.16069 acres).

#2020-263 - Approving Final Plat and Subdivision Agreement for Farmstead South Subdivision. It was noted that Justin P. Oseka and Anna Oseka, owners, had submitted the Final Plate and Subdivision Agreement for Farmstead South Subdivision located west of Farmstead Road and south of Husker Highway in Grand Island, Nebraska. (2 lots, 6.916 acres).

#2020-264 - Approving Inter-local Agreement with Hall County for Rehabilitation of a Portion of Stuhr Road.

#2020-265 - Approving Updated Parking Regulations.

#2020-266 - Approving Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions.

#2020-267 - Approving Bid Award for City Parking Ramp Electrical Repairs at 103 North Locust Street with IES Commercial, Inc. of Holdrege, Nebraska in the amount of $34,953.00.

#2020-268 - Approving Re-established Tap Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T. This item was pulled from the Consent Agenda.

#2020-269 - Approving Animal Control Contract with the Central Nebraska Humane Society in the amount of $388,500.00 beginning November 1, 2020 paid in monthly installments of $32,375.00 beginning November 2020. Councilmember Haase voted no.

#2020-270 - Approving RFP for Veteran's Sports Complex Playground - Parks & Recreation with Crouch Recreation of Omaha, Nebraska in the amount of $391,328.00.

#2020-271 - Approving Change Order No. 1 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska to use City owned property at 3505 West Old Potash Highway for staging at no additional cost.

REQUESTS AND REFERRALS:

Consideration of Approving Request from LPB, LLC for a Conditional Use Permit for Placement of a Soil and Groundwater Remedial System located at 704 West 3rd Street. This item was related to above Public Hearing.

Motion by Minton, second by Conley to approve Conditional Use Permit for LPB, LLC. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Approving Request from Gerald and Pamela Dean for a Conditional Use Permit to Allow Livestock on Premises located at 2670 N. St. Paul Road.This item was related to above Public Hearing.

Motion by Minton, second by Nickerson to approve Conditional Use Permit for Gerald and Pamela Dean. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Jones to approve the payment of claims for the period of October 14, 2020 through October 27, 2020 for a total amount of $5,581,866.14. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:42 p.m.

Jill Granere
Deputy City Clerk

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-2

#2020-272 - Approving Acquisition of Utility Easement - 3935 S. Locust Street (Frank C. Skrupa Trustee)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

R E S O L U T I O N 2020-272

WHEREAS, a public utility easement is required by the City of Grand Island from Frank C. Skrupa, Trustee, and his successors in Trust, under the Rosemary M. Skrupa Family Trust, a Subtrust of the Rosemary M. Skrupa Revocable Trust, dated June 30, 2000 as stated on October 23, 2013, 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 November 10, 2020, for the purpose of discussing the proposed acquisition of a ten (10.0) foot utility easement located through a part of the South Half of the Southwest Quarter (S 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 northerly ten (10.0) feet of the South Half of the Southwest Quarter (S 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-of-way 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 Frank C. Skrupa, Trustee, and his successors in Trust, under the Rosemary M. Skrupa Family Trust, a Subtrust of the Rosemary M. Skrupa Revocable Trust, dated June 30, 2000 as stated on October 23, 2013, on the above-described tract of land.

- - -

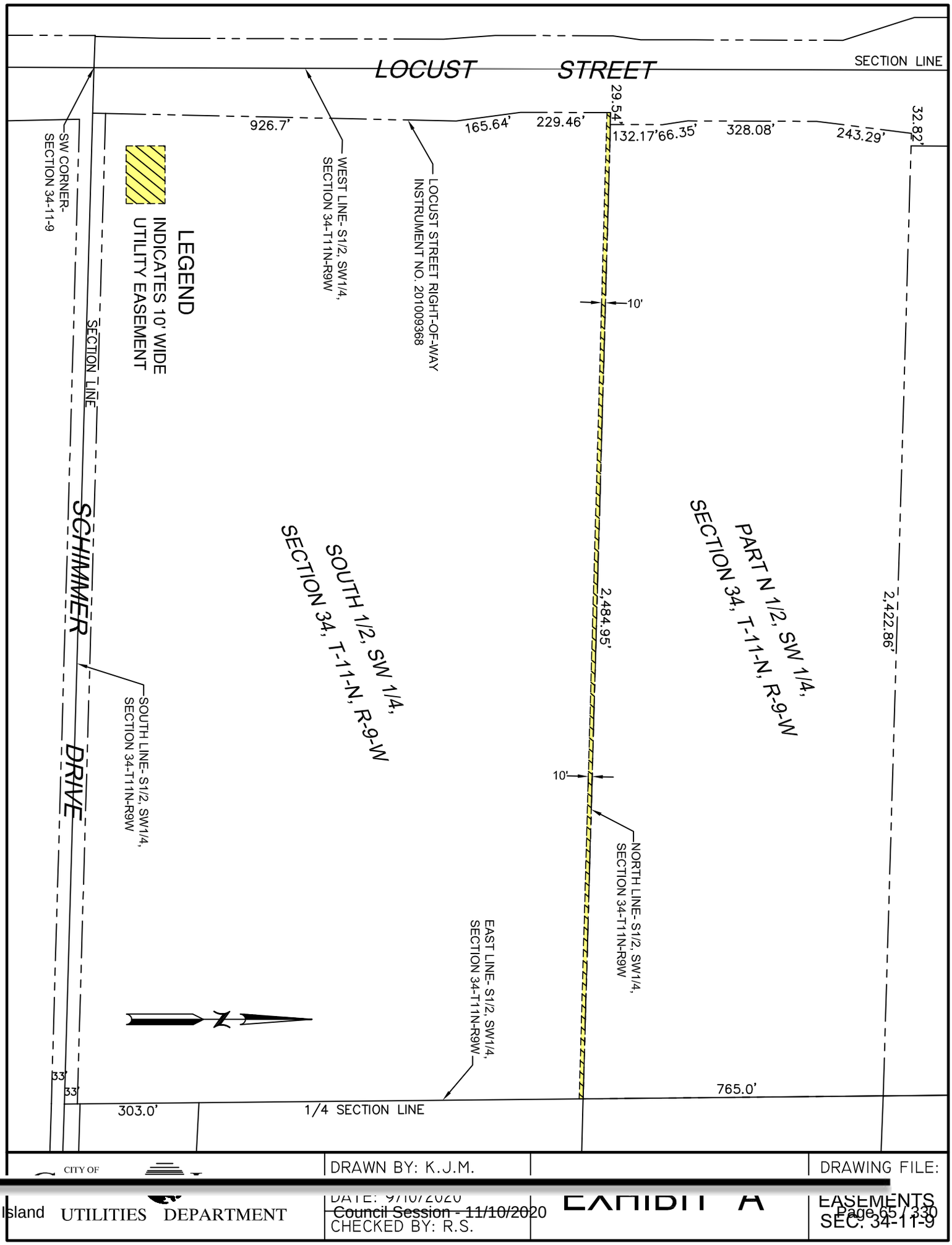
Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney


LOCUST STREET
SECTION LINE
29.54'
926.7'
165.64'
229.46'
132.17'
66.35'
328.08'
243.29'
32.82'
SW CORNER-
SECTION 34-11-9
WEST LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
LOCUST STREET RIGHT-OF-WAY
INSTRUMENT NO. 201009368
LEGEND
INDICATES 10' WIDE
UTILITY EASEMENT
SECTION LINE
SCHIMMER DRIVE
10'
10'
2,484.95'
2,422.86'
PART N 1/2, SW 1/4,
SECTION 34, T-11-N, R-9-W
SOUTH 1/2, SW 1/4,
SECTION 34, T-11-N, R-9-W
SOUTH LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
NORTH LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
EAST LINE- S1/2, SW1/4,
SECTION 34-T11N-R9W
33'
33'
303.0'
1/4 SECTION LINE
765.0'
CITY OF
Grand Island UTILITIES DEPARTMENT
DRAWN BY: K.J.M.
DATE: 9/10/2020
CHECKED BY: R.S.
EXHIBIT A
DRAWING FILE:
EASEMENTS
SEC. 34-11-9

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-3

#2020-273 - Approving Acquisition of Utility Easement - 710 Allen Drive (Allen Phase II, LLC & Nebraska Tunnel Wash I, LLC)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

R E S O L U T I O N 2020-273

WHEREAS, a public utility easement is required by the City of Grand Island from Allen Phase III, LLC and Nebraska Tunnel Wash I, 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 November 10, 2020, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of Lot Two (2), Meadowlark West Tenth (10th) Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northwest corner of Lot Two (2), Meadowlark West Tenth Subdivision, in the City of Grand Island, Hall County, Nebraska; thence southerly along the westerly line of said Lot Two (2), a distance of ten (10.0) feet to the ACTUAL Point of Beginning; thence easterly and parallel with the northerly line of said Lot Two (2), a distance of one hundred eighty-seven and sixteen hundredths (187.16) feet; thence deflecting right 60°00'00" and running in a southeasterly direction, a distance of one hundred twenty-five (125.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of .14 acres, more or less as shown on the plat dated 9/18/2020, 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 Allen Phase III, LLC and Nebraska Tunnel Wash I, LLC, on the above-described tract of land.

- - -

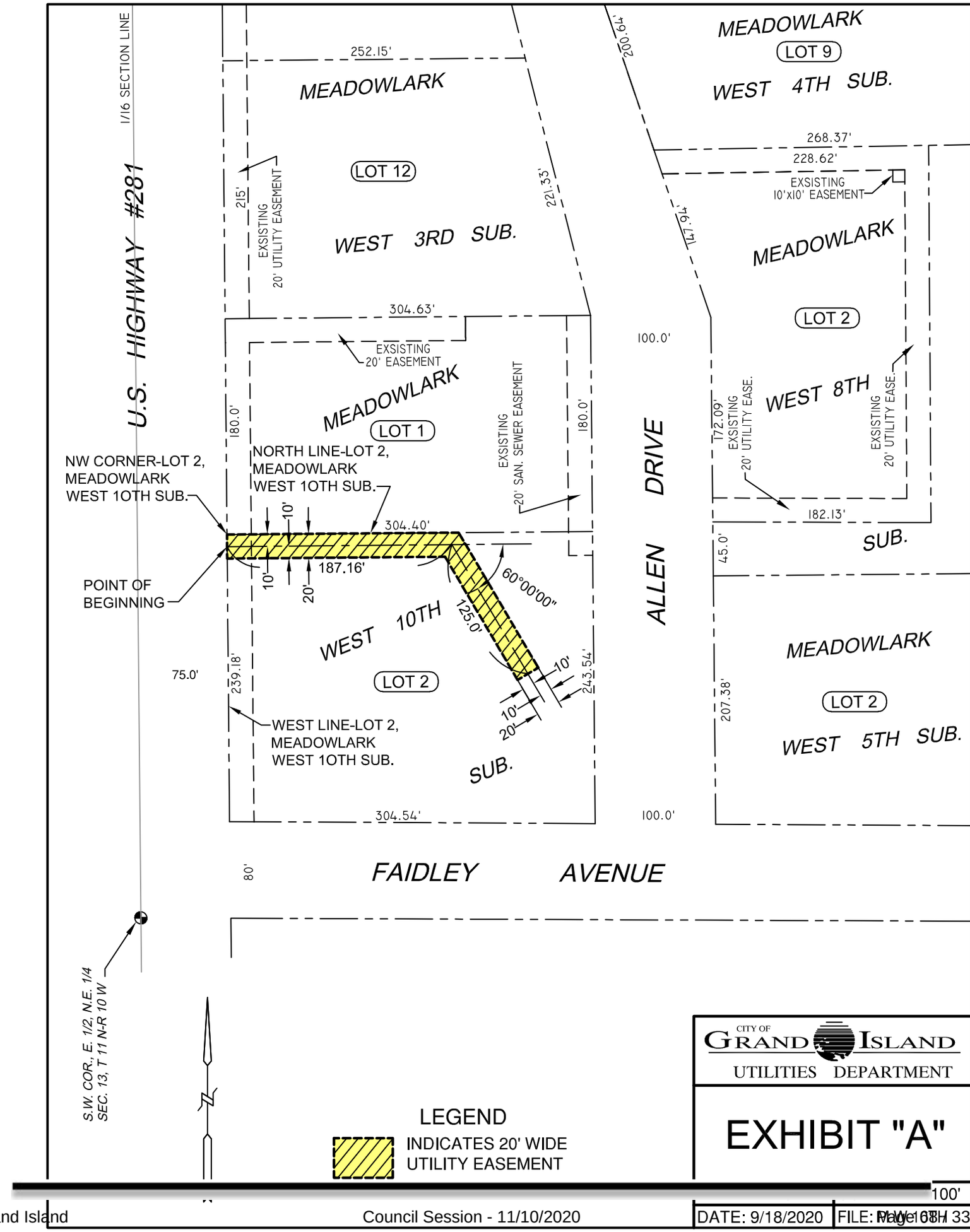
Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney


U.S. HIGHWAY #281
1/16 SECTION LINE
MEADOWLARK
WEST 3RD SUB.
LOT 12
MEADOWLARK
WEST 4TH SUB.
LOT 9
MEADOWLARK
LOT 1
MEADOWLARK
LOT 2
MEADOWLARK
WEST 10TH
LOT 2
MEADOWLARK
LOT 2
WEST 5TH SUB.
WEST 8TH
SUB.
ALLEN DRIVE
FAIDLEY AVENUE
252.15'
268.37'
228.62'
304.63'
304.40'
304.54'
187.16'
221.33'
200.64'
147.96'
100.0'
180.0'
172.09'
182.13'
45.0'
207.38'
239.18'
75.0'
80'
125.0'
243.54'
60°00'00"
215'
EXSISTING 20' UTILITY EASEMENT
EXSISTING 10'x10' EASEMENT
EXSISTING 20' EASEMENT
EXSISTING 20' SAN. SEWER EASEMENT
EXSISTING 20' UTILITY EASE.
EXSISTING 20' UTILITY EASE.
NW CORNER-LOT 2, MEADOWLARK WEST 1OTH SUB.
NORTH LINE-LOT 2, MEADOWLARK WEST 1OTH SUB.
POINT OF BEGINNING
WEST LINE-LOT 2, MEADOWLARK WEST 1OTH SUB.
10'
20'
S.W. COR., E. 1/2, N.E. 1/4 SEC. 13, T 11 N-R 10 W
N
LEGEND
INDICATES 20' WIDE UTILITY EASEMENT
100'
CITY OF GRAND ISLAND
UTILITIES DEPARTMENT
EXHIBIT "A"
DATE: 9/18/2020
FILE: MW 18H 330

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-4

#2020-274 - Approving Purchase of 2021 Police Fleet Utility Vehicles

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: November 10, 2021

Subject: 2021 Police Fleet Vehicle Purchases

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has budget authority under Capital expenditures for the purchase of six (6) Police fleet vehicles. Five (5) of these vehicles will have standard 3.3L V6 engines and one (1) will have a Hybrid engine.

Discussion

The Police Department has budget authority under Capital Outlay for the purchase of six (6) 2021 Police fleet vehicles. The Department is replacing six (6) higher mile vehicles from the marked Patrol Division fleet on our regular vehicle rotation. The Department is requesting to purchase the six (6) 2021 Police Interceptor Utility vehicles under State contract #15096 OC from Anderson Auto Group, Lincoln, Nebraska. Cost for the five (5) standard engine vehicles, after some adds and deducts, will be $34,582 each and cost for the one (1) Hybrid engine vehicle, after some adds and deducts, will be $37,977, which includes $100 for drop shipping for each vehicle, for a total cost of $210,887.

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 six (6) 2021 Ford Police Interceptor Utility vehicles, five (5) having a standard engine at a cost of $34,582 and one (1) having a Hybrid engine at a cost of $37,977 under State contract from Anderson Auto Group, Lincoln, NE for a total cost of $210,887.

Sample Motion

Move to purchase six (6) 2021 Ford Police Interceptor Utility vehicles under State contract from Anderson Auto Group, Lincoln, NE for a total cost of $210,887.

ANDERSON
www.AndersonAutoGroup.com

October 26th, 2020

2021 Ford Police Interceptor Utility—State Contract 15096

1. 2021 Police Utility Vehicle with 3.3L V6: $34,446
2. Cloth rear seats: included
3. Courtesy lamp inoperable: included
4. Deep Tint Glass: included
5. Driver LED side spotlight: included
6: Dome Light: included
7: Deduct under hood light -$10.00
8: Drop ship $100.00
9: LED's rear plate: included
10: Deduct Siren speaker on push bar -$100.00
11: Deduct Setina Push Bumper -$299
17: Aux Battery: included
Add Blind Spot/cross traffic alert rear back-up camera: $545.00

5 units at $34,582=$172,910

1 Unit with Hybrid motor: +$3,395=$37,977

SUB TOTAL: $210,887

Bobby Colclasure
Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
***Cell**-402-617-4521*

Because People Matter...
We will serve your needs by always doing what is right.

Ford LINCOLN KIA mazda

LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
1 of 4	04/16/20
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER: 503856

VENDOR ADDRESS:

AFL, LLC
DBA ANDERSON FORD LINCOLN MERCURY MAZDA
2500 WILDCAT DR
PO BOX 83644
LINCOLN NE 68501-3644

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15096 OC

SECONDARY AND E85 AWARD

THE CONTRACT PERIOD IS:

MARCH 11, 2020 THROUGH MARCH 10, 2021

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:
NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5993 OF

Contract to supply and deliver 2019 or Current Production Year Police Midsize Utility Vehicle All Wheel Drive 5 Passenger as per the attached specifications, for the contract period March 11, 2020 through March 10, 2021.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Secondary Award Make/Model: FORD POLICE INTERCEPTOR UTILITY 2020
E85 Award Make/Model: POLICE INTERCEPTOR UTILITY 2020

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 120 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

This is the first renewal of the contract as amended (mel 02/20/20)

Amendment Two as attached. (mh 4/16/20)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POLICE MID SIZE UTILITY VEHICLE AWD 5 PASSENGER 2019 OR CURRENT PRODUCTION YEAR	20.0000	EA	34,446.0000

Christina L. Kelly 04.17.20
BUYER

4/17/2020
MATERIEL ADMINISTRATOR

R43500|NISM0001|NISM0001 20150901

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
2 of 4	04/16/20
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER: 503856

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15096 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MINIMUM WHEELBASE: 112.6" MINIMUM ENGINE SIZE: 3.3L MINIMUM TIRE SIZE: 18" MAKE: FORD MODEL: POLICE INTERCEPTOR UTILITY 2020 SERIES, CODE, TRIM LEVEL: K8A, 500A, PUR ENGINE: 3.3L V6 EPA: 16 CITY/21 HWY. DELIVERY TIME AFTER RECEIPT OF ORDER (NUMBER/DAYS): 120 MSRP AS BID: $39,325.00			
	THE ORIGINAL MANUFACTURER'S STATEMENT OF ORIGIN, A SERVICE AUTHORIZATION CARD AND A PROPERLY EXECUTED SERVICE AND WARRANTY POLICY SHALL ACCOMPANY EACH VEHICLE WHEN DELIVERED.			
	OPTIONS: OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATIONS AND MUST BE FACTORY INSTALLED.			
	QUOTES MUST BE FURNISHED, IF AVAILABLE, FOR ITEMS LISTED BELOW IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN THE SPECIFICATIONS.			
	ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL).			
3	ENGINE OTHER ENGINE SIZE: 3.0L ECOBOOST	20.0000	EA	3,995.0000
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-40.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
6	DEEP TINT GLASS ALL EXCEPT WINDSHIELD AND FRONT DOORS	20.0000	EA	375.0000
7	DRIVER SIDE SPOTLIGHT (DEDUCT)	20.0000	EA	-150.0000
8	DUAL SIDE SPOTLIGHT	20.0000	EA	625.0000
9	DOME LIGHT (DEDUCT)	20.0000	EA	-25.0000
10	UNDER HOOD LIGHT	20.0000	EA	-10.0000

CLK
BUYER INITIALS

R43500|NISM0001|NISM0001 20150901

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
3 of 4	04/16/20
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER: 503856

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15096 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	(DEDUCT)			
11	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OR CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA WOULD BE FOR VEHICLES PURCHASED BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT	20.0000	EA	450.0000
12	TWO (2) VERTICAL MOUNTED CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHCILE ON PUSH BUMPER BLACK BEZEL WITH CLEAR LENSES SHOCK AND WATER RESISTANT LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS MINIMUM OF THREE (3) LED'S IN EACH MODULE FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-99.0000
13	TWO(2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS BLACK BEZEL WITH CLEAR LENSES SHOCK AND WATER RESISTANT LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS MINIMUM OF THREE (3) LED'S IN EACH MODULE FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-99.0000
14	100 WATT SIREN SPEAKER INSTALLED IN CENTER ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-100.0000
15	SETINA PB 400 PUSH BUMPER INCLUDING INSTALLATION ON FRONT OF VEHICLE FACTORY OR DEALER INSTALLED (DEDUCT)	20.0000	EA	-299.0000
16	AUXILIARY BATTERY DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE AND CABLE (1 GUAGE OR LARGER) (DEDUCT)	20.0000	EA	-350.0000

DPC
BUYER INITIALS

R43500|NISM0001|NISM0001 20150901

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
4 of 4	04/16/20
BUSINESS UNIT	BUYER
9000	CHRISTIE KELLY (AS)

VENDOR NUMBER: 503856

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15096 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
17	HANDS FREE BLUETOOTH WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR VOICE COMMAND FACTORY OR DEALER INSTALLED	20.0000	EA	375.0000
18	WHITE LED SPOTLIGHT FACTORY OR DEALER INSTALLED	20.0000	EA	295.0000
19	3.3L HYBRID ENGINE	20.0000	EA	3,395.0000
20	TWO-TONE VINYL PKG. NO. 1 (VINYL OR FRONT AND REAR DOORS AND ROOF)	20.0000	EA	995.0000
21	TWO-TONE VINYL PKG. NO. 2 (VINYL ON ROOF AND HOOD)	20.0000	EA	995.0000
22	TWO-TONE VINYL PKG. NO. 3 (VINYL ON FRONT DOORS AND ROOF)	20.0000	EA	895.0000
23	UPGRADE SIREN SPEAKER TO CODE 3 (JONES AUTO)	20.0000	EA	195.0000
24	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA (JONES AUTO)	20.0000	EA	495.0000

CLK
BUYER INITIALS

R43500|NISM0001|NISM0001 20150901

R E S O L U T I O N 2020-274

WHEREAS, the City has approved budget authority for the purchase of six (6) Police Department fleet vehicles; and

WHEREAS, the State of Nebraska has released the State contracts for vehicle purchases which include the vehicles the Police Department wants to purchase, State Contract #15096 OC; and

WHEREAS, the Police Department wishes to purchase five (5) 2021 Ford Police Interceptor Utility vehicles with standard engines at a cost of $34,582 each and one (1) 2021 Ford Police Interceptor Utility vehicle with a Hybrid engine at a cost of $37,977, for a total cost of $210,887.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of six (6) 2021 Ford Police Interceptor Utility vehicles, all under State contract from Anderson Auto Group, Lincoln, Nebraska for a total cost of $210,887.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-5

#2020-275 - Approving Change Order #1 for Fire Station 2 Addition Design

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: November 10, 2020

Subject: Change Order #1 for Fire Station 2 Addition Design

Presenter(s): Cory Schmidt, Fire Chief

Background

In FY 2020-21, an addition to Fire Station 2 was approved as part of the City's annual budget. In support of the project, architectural and design services were solicited. From the bids received, Webb and Company Architects, Inc. was selected at a price of $19,950.00. Since the completion of the initial design, a change order is requested to amend the roof connection detail. The change in design has an additional cost of $2,525.00. The total price of architectural services is $22,475.00 and requires Council approval.

Discussion

Approval of a change order is requested to amend the original design of the Fire Station 2 addition created by Webb and Company Architects, Inc. The change in design involves the connection between the proposed roofline on the addition to the existing roofline. There is concern that the connection as initially drawn would increase the chance of future issues with the fire station roof. The initial design was completed, invoiced, and paid in FY 2019-20. The invoice was approved on March 5, 2020 and PO 36009 was issued in the amount of $19,950.00. The requested change order, if approved by Council, will authorize an additional payment to Webb and Company Architects, Inc. in the amount of $2,525.00 for the cost of redesign. Funding is available as $350,000.00 was included in the City's FY 2020-21 budget for the Fire Station 2 addition.

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 City Council move to approve Change Order #1 for architectural and design services provided by Webb and Company Architects, Inc. in the amount of $2,525.00.

Sample Motion

Move to approve Change Order #1 for architectural and design services provided by Webb and Company Architects, Inc. in the amount of $2,525.00.

ARCHITECTURAL INVOICE

Invoice #	2020-05.R04
Date	10/23/2020

Webb & Company Architects, Inc
387 North Walnut Street
Grand Island, Ne 68801-4513

Office: 308.381.8013
FAX: 308.381.1837
E-mail: wcaarch@hamilton.net
Website: www.wca-architects.com

To:

City of Grand Island
Cory Schmidt, Fire Chief
100 East First Street
P.O. Box 1968
Grand Island, NE 68801

ARCHITECT	PHASE OF SERVICES	REFERENCE	TERMS
Marvin Webb, AIA	Redesigned Roof Connect	Grand Island Fire Station #2 Addition	Net 10 Days

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
0	Architectural Design Services, Mechanical & Electrical, Structural Engineering for a New Addition for the Grand Island Fire Station #2 at 1720 N. Broadwell Ave., Grand Island, Nebraska for City of Grand Island Fire Department, per the AIA B105-2017 Owner & Architect Contract, dated March 9, 2020. Architect/Engineer Fees of $19,950.00 per the City of Grand Island Purchase Order #36009-00.	19,950.00	0.00
0	Design & Construction Documents - Architect & Engineering Services	19,950.00	0.00
1	Additional Design Services for "Roof Connection Detail Change" - GIFS #2 Addition 10-23-2020	2,525.00	2,525.00
0	Project Reimbursable Expenses (copies, prints, postage, long distance telephone, CAD plots)	0.00	0.00

Total	$2,525.00
Payments/Credits	$0.00
Balance Due	$2,525.00

It's been a pleasure working with you!

Please call us if you have any questions concerning this invoice. Your continued satisfaction is important to our firm.
We specialize in quality Architectural Design and ADA Consulting services. Federal Indentification Number: 47-0771725

ACCOUNTS UNPAID MORE THAN 30 DAYS SHALL BE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH ANNUAL PERCENTAGE OF 18%

THANK YOU FOR YOUR BUSINESS!!!

R E S O L U T I O N 2020-275

WHEREAS, the Grand Island Fire Department has budgeted $350,000.00 for an addition to Fire Station 2; and

WHEREAS, Webb and Company Architects, Inc. was contracted for architectural and design services in the amount of $19,950.00; and

WHEREAS, Change Order #1 in the amount of $2,525.00 is requested to amend the original design; and

WHEREAS, the total for design services is now $22,475.00 and requires Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 and subsequent payment of $2,525.00 is authorized for Webb and Company Architects, Inc. and is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-6

#2020-276 - Approving Purchase of Two (2) 10 Cubic Yard Dump Trucks for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 10, 2020

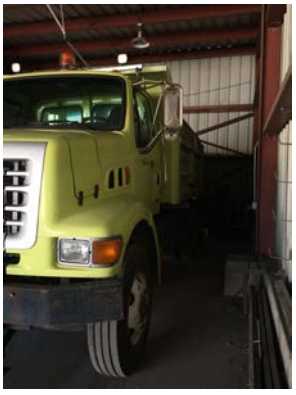
Subject: Approving Purchase of Two (2) 10 Cubic Yard Dump Trucks for the Streets Division of the Public Works Department

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

Background

The Streets Division of the Public Works Department has budgeted funds for two (2) new 10 CY Dump Trucks for the 2020/2021 fiscal year. The new dump trucks will be replacing two existing units in the fleet, Unit 221 and Unit 228.

Unit 221, a 2001 Sterling LT7500 with dump body, has 9,007 hours and repair cost to purchase ratio of 1.59. This unit is primarily used for plowing snow and hauling materials, such as dirt, gravel, street sweepings, hot mix asphalt, and snow.



Unit 221

Unit 228, a 2001 Sterling LT7500 with dump body, has 12,768 hours and repair cost to purchase ratio of 1.73. This unit is primarily used for hauling/spreading hot mix asphalt for roadway patching and plowing/hauling snow.

Unit 228

Discussion

The specifications for the dump trucks purchased last FY included features the City typically spends time and money installing after the truck is built. This includes flashing & strobe lights and a tarp system that covers the truck box when hauling materials that can blow out of the box (like leaves and street sweepings) and also 44" tall side walls on the truck box. The Units will also came installed with new safety features such as back-up camera. This was a good option for the Streets Division as there was virtually no down time once the trucks were received and therefore this same method will be used again.

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA), now known as Sourcewell, with Resolution 2014-326.

To meet competitive bidding requirements, the Streets Division obtained pricing from the (NJPA) Sourcewell Contract No. 060920-NVS awarded to Navistar, Inc.; with Hansen International Truck Inc of Grand Island, NE assigned as our authorized dealer.

Per the Sourcewell Contract No. 060920-NVS the price for a new 10 CY dump trucks (2021 International HV607 SBA with dump body), that meets the City's requirements, will be $134,866.84. Hansen International is offering $15,000.00 trade value per truck. The net Capital Equipment Funds required for this purchase will be $239,733.68 (summary below).

Purchase Price for two (2) units	$269,733.68
Trade Value for two (2) units	-$30,000.00
Net Purchase Price	**$239,733.68**

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 two (2)-2021 International HV607 SBA with dump body from Hansen International of Grand Island, NE for a net purchase price of $239,733.68.

Sample Motion

Move to approve the purchase of two (2)-2021 International HV607 SBA with dump body from Hansen International of Grand Island, NE for a net purchase price of $239,733.68.

Hansen International Truck

3354 W Stolley Park Rd
Grand Island, NE (Nebraska) 68803
Call Us: (308) 382-2400
http://www.hansenintl.com/

HANSEN INTERNATIONAL TRUCK

2021 INTERNATIONAL® HV™ SERIES

INFORMATION

2021 INTERNATIONAL® HV™ SERIES

Built Smart to Get More Done
DriverFirst™ is our design philosophy. It means we build our trucks around the driver. We've pored over every detail of the HV™ Series to make sure it's DriverFirst™ in every way.

Diamond logic® electrical system
The International Truck® Diamond Logic® electrical system is considered the most advanced in the industry—and for good reason. Diamond Logic streamlines chassis and body equipment integration and allows customers to program automated tasks. This means more consistent performance and increased equipment protection and crew safety.

More than one way to get the job done.
We know what you're up against going into a work day — long hours filled with new problems to solve. The HV™ Series makes it easy to tackle them, with big power under the hood, a durable chassis and the Diamond Logic® Electrical System to bring it all together.

Features may include:
Uptime

Don't sweat the small stuff
- The HVAC system is all new and re-engineered from the ground up to provide best-in-class reliability – proven through extensive testing.

Improved wiring
- Cab wiring is more reliable with newly designed harnesses, improved termination and a new robust in-cab power distribution module.

Driver-centric design

By drivers, for drivers
- To develop the HV™ Series, we listened and learned from hundreds of drivers, leading to design improvements that helped us create a truck that drivers want to drive.

Column shifter
- The new shifter is mounted on the steering column, allowing drivers to keep their hands on the wheel and eyes on the road.

More space
- We increased elbow room, hip room and leg room. For better comfort, we adjusted the armrest height. To improve ingress and egress, we increased the door's opening angle.

Durability

The big easy
- Keep the routine, routine. Easy to reach dash mounted circuit breakers, no-tools-needed halogen headlamp bulbs and air filter replacements, plus a full-tilt three-piece hood design increase your productivity and maximize uptime.

Always in control
- Roll stability control and dual steering gears for on/off highway conditions reduce steering effort on all types of terrain, regardless of load.

Safety

Air disc brakes
- Air disc brakes are now standard for both front and rear applications, air disc brakes provide shorter, surer stops, better braking feel and more braking power for improved safety. All while offering longer lining and rotor life and requiring less maintenance.

Electronic stability control
- Assists in both rollover and vehicle under- and over-steer situations to help maintain a vehicle's lateral stability and steerability. As well as provides drivers with improved safety and greater confidence behind the wheel during heavy and slippery surface braking applications.

PHOTOS

HIGHLIGHTS

- **Location** Grand Island, Nebraska
- **Year** 2021
- **Make** International®
- **Model** HV™ Series

- **Engine** Cummins® B6.7 | Cummins® L9 | International® A26
- **Transmission** Manual: Eaton: 6, 8LL (10), 9ALL (11), 13, 15, 18 speed | Automated Manual: Eaton UltraShift PLUS: 10, 11, 13, 18 speed / Eaton Fuller Advantage: 10 speed | Automatic: Allison Automatic: EVS, RDS, HS series
- **Status** Available

SPECIFICATIONS

2021 International® HV™ Series Base	
Year	**2021**
Manufacturer	**International®**
Model Name	**HV™ Series**
Trim Name	**Base**
Generic Type (Primary)	**Conventional without Sleeper**
Engine	**Cummins® B6.7 | Cummins® L9 | International® A26**
Engine Power	**Cummins® B6.7: 200-360 HP | Cummins® L9: 260-450 HP | International® A26: 365-500 HP**
Engine Torque	**Cummins® B6.7: 520-800 lb-ft. | Cummins® L9: 720-1250 lb-ft. | International® A26: 1250-1750 lb-ft.**
Drivetrain	
Drive System	**4x2 | 4x4 | 6x4 | 6x6 | 8x6 Tridem**
Transmission	**Manual: Eaton: 6, 8LL (10), 9ALL (11), 13, 15, 18 speed | Automated Manual: Eaton UltraShift PLUS: 10, 11, 13, 18 speed / Eaton Fuller Advantage: 10 speed | Automatic: Allison Automatic: EVS, RDS, HS series**
Steering	**Single Gear Power | Dual Gear Power on Front Axle 16,000 lbs. And Above**
Brakes	
Brake System Type	**Air Disc Brakes with ABS, Optional Traction Control, Optional Electronic Stability Program with Traction | Air Disc Brakes**
Suspension	
Front Suspension	**Spring Multileaf: 14,000 - 20,000 lbs. | Parabolic Taperleaf: 8,000- 23,000 lbs.**
Rear Suspension	**Chalmers: 23,000 - 52,000 lbs. | Hendrickson RT/HAS/HMX/Primaax: 34,000 - 52,000 lbs. / 23,000 - 46,000 lbs. / 40,000 - 46,000 lbs. / 20,000 - 46,000 lbs., 69,000 lbs. (Tridem) | Link: 46,000 lbs. | International: 20,000 - 40,000 lbs.**
Electric	
Alternator	**Leece-Neville: 12 Volt, 160 - 325 Amp | Delco Remy: 12 Volt, 165 - 240 Amp**
Dimensions	**BBC Set-Back Front Axle: 107" | BBC Set-Forward Front Axle: 107" | BBC Set-Back Front Axle: 113" | BBC Set-Forward Front Axle: 113"**
Wheelbase	**136 - 340"**
Weights	
GVWR	**51,000 - 73,000 lbs.**
Capacities	
Fuel Capacity	**40 - 120 Gallons**
Axle Capacity, Front	**Dana Spicer: Non-Driving: 10,000 - 22,000 lbs. | Fabco: Driving: 10,000 - 22,000 lbs. | Meritor Non Driving / Driving: 10,000 - 22,000 lbs. / 10,000 - 18,000 lbs.**
Axle Capacity, Rear	**Single Rear Axle (4x2) Meritor: Single Reduction: 17,000 - 30,000 lbs / Double Reduction: 26,000 - 38,000 lbs / Two-Speed: 21,000 - 23,000 lbs. | Single Rear Axle (4x2) Dana: Single Reduction: 17,500 - 31,000 lbs. / Two-Speed: 19,000 - 23,000 lbs. | Tandem Rear Axle (6x4) Meritor: Single Reduction: 34,000 - 52,000 lbs. | Tandem Rear Axle (6x4) Dana: Single Reduction: 46,000 lbs.**
Frame Type	**Heat Treated Alloy Steel 120,000 PSI | 11.25" x .5" thick Super Single Rail**

Exhaust	**Single canister after-treatment device | Frame Mounted Right Side, Back, or Under Cab | Short Horizontal Tailpipe | Single Vertical Tailpipe, Right Side Back of Cab**
Cab	
Cab Construction	**Day Cab | Extended Cab | Crew Cab (no sleepers)**
Cabover Interior	**Classic | Diamond**
Lights and Safety	
Headlight Type	**Halogen**
Features	
Construction Material	**Fuel Tank: Single or Dual, Non-Polished or Polished Aluminum, Mounted Right or Left Side Under Cab**
Wheels & Tires	
Tire, Frame	**Continental, Michelin, Goodyear, Bridgestone**
Battery	**JCI: 12 Volt 1400 - 2100 CCA | Fleetrite®: 12 Volt 1320 - 3800 CCA | Deka: 12 Volt 2775 CCA**

R E S O L U T I O N 2020-276

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance, cooperative purchasing group was utilized to secure competitive bids for two (2)- 10 CY Dump Trucks by the Streets Division of the Public Works Department; and

WHEREAS, Sourcewell Contract No. 060920-NVS was awarded to Navistar, Inc. and authorized Hansen International of Grand Island, NE to offer said contract pricing to the City of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of (2)- 2021 International HV607 SBA with dump body from Hansen International of Grand Island, NE for a purchase price of $269,733.68 with a trade in allowance of $30,000.00 for a net purchase price of $239,733.68.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment for (2) 2021 HV607 SBA with dump body from Hansen International of Grand Island, NE is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-7

#2020-277 - Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Rehabilitation– Various Locations; Project No. 2020-S-8

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Rehabilitation– Various Locations; Project No. 2020-S-8

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Sanitary Sewer Rehabilitation- Various Locations of the City was advertised in the Grand Island Independent on September 3, 2020. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

Public Works is taking a proactive approach in rehabilitating sanitary sewer throughout the City to avoid failures. This project will fix known pipe breaks on sewer mains in difficult to access locations. The first part of the engineering work will be for investigation and conceptual design. Various alternatives will be looked at to fix known issues, such as open cut repairs or pipe lining solutions. Existing conditions of the pipe with video inspections, local site conditions, and property owners will be reviewed and evaluated.

There will be future amendments for final design, bidding and construction services once a proper method for repair is established in each of the four (4) locations being evaluated.

Discussion

Two (2) submittals were opened on September 24, 2020, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from JEO Consulting Group, Inc. of Grand Island, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of $28,645.00 for such services.

Funds for the consulting services are in the approved 2020/2021 Wastewater Division budget.

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 award of Professional Engineering Consulting Services for Sanitary Sewer Rehabilitation– Various Locations; Project No. 2020-S-8 to JEO Consulting Group, Inc. of Grand Island, Nebraska for an amount not to exceed $28,645.00.

Sample Motion

Move to approve the award of the proposal.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

REQUEST FOR PROPOSAL
FOR 2021 CAPITAL IMPROVEMENT PROJECTS

RFP DUE DATE:	**September 24, 2020 at 4:15 p.m.**
DEPARTMENT:	**Public Works**
PUBLICATION DATE:	**September 3, 2020**
NO. POTENTIAL BIDDERS:	**16**

PROPOSALS RECEIVED

JEO Consulting Group
Grand Island, NE

HDR
Des Moines, IA

Leo A Daly
Omaha, NE

Benesch
Grand Island, NE

Olsson, Inc.
Lincoln, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina DeLosh, Admin. Asst. PW
Patrick Brown, Finance Director
Keith Kurz, Asst. Public Works Director

P2230

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Grand Island ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Sanitary Sewer Rehabilitation at Various Locations ("Project").

JEO Project Number: 201752.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Grand Island	Engineer: JEO Consulting Group, Inc.
	Michael E. Schultes
By: Roger G. Steele	By: Michael E. Schultes, PE
Title: Mayor	Title: Project Manager
Date Signed:	Date Signed: October 27, 2020
Address for giving notices:	Address for giving notices:
City Hall	JEO Consulting Group, Inc.
100 E. First St.	308 West 3rd Street
Grand Island, NE 68801	Grand Island, NE 68801

EXHIBIT A
Scope of Services
Grand Island Sanitary Sewer Rehabilitation – Various Locations
JEO Project No. 201752.00

PROJECT UNDERSTANDING:

The primary objective of this project is to improve the sanitary sewer system in several areas in need of rehabilitation. Proposed improvements include 3 or possibly 4 specific locations where the clay tile sanitary sewer main has cracked and crushed into an oval shape. An evaluation of pipe rehabilitation technique will be completed, but initial information suggested that open cut repairs will be necessary in tough to access sewer main locations. Project generally includes sanitary sewer video review, evaluation of rehabilitation techniques, site access and easement need identifications, possible geotechnical investigation, dewatering, sewer by-pass pumping, traffic control plans, and related needs for sewer improvement plans and specifications for these areas. A site map is included for reference.

SCOPE OF SERVICES:

1 **PHASE 1: PROJECT MANAGEMENT:**

1.1 **GENERAL PROJECT MANAGEMENT**

a. Coordination.
   i. Coordination with internal teams.
   ii. Management of project scope of services and schedule.
   iii. Coordination with sub consultants.
   iv. Coordination of meetings with the City of Grand Island.
   v. Coordination with ancillary jurisdictions.
      1. These include possible conflicting utility companies.

b. Project Invoicing of work completed by JEO staff and subconsultants monthly.

c. Monthly progress reports to be submitted with invoices monthly.

2 **PHASE 2: INVESTIGATION AND PRELIMINARY DESIGN**

2.1 **INVESTIGATION AND CONCEPT PLANS**

a. Review sewer videos provided by the City of Grand Island.

b. Field review sewer problem areas to determine severity of the visible existing surface conflicts. This involves contacting those property owners with the sewer main in their back yard to visit with them about the possible need to access the sewer main and to observe the likely conflicts. City will be notified and can join these field visits.

c. Consult with a CIPP contractor to review the areas in question and assess the pros, cons, and risks of possibly using trenchless technologies for sewer repairs.

d. Review possible by-pass pumping route.

e. Review possible dewatering implication and discharge piping route.

f. Review possible traffic control plan.

g. Review need for a geotechnical investigation.

h. Review possible easement needs.

i. Draft concept plans showing improvements options. Concept plans to be an aerial pdf drawing of the area.

j. Draft a concept level opinion of cost for the improvement options.
k. Meet with City of Grand Island staff to review improvement options and the implications to the improvement techniques.
l. Finalize concept plans based on review meeting comments.

2.2 **PRELIMINARY DESIGN**

a. Perform Topographic Survey of needed areas.
    i. Perform easement research.
    ii. Contact affected landowners to inform them of the topo survey needs and gain site access.
    iii. Submit One Call for utility locates.
    iv. Obtain topographic survey showing surface and utility conflicts.
b. Prepare Base Map of the topographic survey and easement limits into AutoCAD for use in Design.
c. Incorporate Concept Plan improvements into AutoCAD.
d. Draft 30% complete plans showing the anticipated limits of construction and easement needs. Plans to include either a layout or description of the by-pass pumping, dewatering, and traffic control implications. Possible detour routing maps on aerial sheets.
e. Draft a 30% complete opinion of cost.
f. Perform an internal 30% QA/QC of the 30% complete plans.
g. Meet with City of Grand Island staff to review 30% plans.
h. Revise plans based on review meeting notes.

EXCLUSIONS:

- Corps 404, wetland delineation or other environmental permitting.
- SWPPP preparation, administration, and inspections.
- Final Design, Geotechnical, Easement acquisition services, Bidding, & Construction Services (to be negotiated later).
- Any permit fees associated with permit applications.
- Special meetings and meetings not outlined in the Scope of Services.
- Additional CCTV Video. All video to be provided by the City of Grand Island.

SCHEDULE:

Anticipated NTP: November 11, 2020

2.1	Investigation and Concept Plans	30 Days from Notice to Proceed
2.2	Preliminary Design	60 Days from Concept Plan Finalization

PROJECT FEE SUMMARY:

Phase 1 Project Management $4,965.00

Phase 2 Investigation and Preliminary Design $23,680.00

Task 2.1 Investigation and Concept Plans $11,200.00

Task 2.2 Preliminary Design $12,480.00

TOTAL $28,645.00

All fees are hourly not to exceed the contract total.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory
b. Employer's Liability
  i. Each Accident: $500,000
  ii. Disease, Policy Limit: $500,000
  iii. Disease, Each Employee: $500,000
c. General Liability
  i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
  ii. General Aggregate: $2,000,000
d. Auto Liability
  i. Combined Single: $1,000,000
e. Excess or Umbrella Liability
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $1,000,000
f. Professional Liability:
  i. Each Occurrence: $1,000,000
  ii. General Aggregate: $2,000,000
g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

R E S O L U T I O N 2020-277

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 24, 2020 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, JEO Consulting Group, Inc. of Grand Island, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed $28,645.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from JEO Consulting Group, Inc. of Grand Island, Nebraska for professional engineering consulting services for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2020-S-8 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-8

#2020-278 - Approving Bid Award for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 11, 2020

Subject: Approving Bid Award for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

Background

On September 30, 2020 the Engineering Division of the Public Works Department advertised for bids for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 at the Wastewater Treatment Plant.

The Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is for the improvement of existing paving and drainage within the plant and the construction of a new main entrance driveway from Shady Bend Road. In addition to paving, existing perimeter fencing and gates will be reconfigured to enclose the property. Lighting and additional piping with one combined outlet to the adjacent drainway for a localized dewatering system will also be incorporated with this work. The Public Works Department is proposing a concrete curb and gutter section with associated drainage and all other improvements needed to complete the project.

Discussion

Three (3) bids were received and opened on October 21, 2020. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	EXCEPTIONS	***BID PRICE***
Starostka Group Unlimited, Inc. of Grand Island, Nebraska	None	$1,656,965.15
Myers Construction, Inc. of Broken Bow, Nebraska	None	$1,693,724.55
Diamond Engineering Co. of Grand Island, Nebraska	Noted	$1,897,907.37

The bid of Starostka Group Unlimited, Inc. is considered fair and reasonable, as it is within 8% of the engineer's estimate and within 3% of the next lowest bidder, Myers Construction, Inc.

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the amount of $1,656,965.15.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**October 21, 2020 at 2:00 p.m.**
FOR:	**WWTP Paving Improvements; Project No. 2020-WWTP-1**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$1,540,000.00**
FUND/ACCOUNT:	**53030054-85213-53559**
PUBLICATION DATE:	**September 30, 2020**
NO. POTENTIAL BIDDERS:	**26**

SUMMARY

Bidder:	**Diamond Engineering Co.** **Grand Island, NE**	**Myers Construction, Inc.** **Broken Bow, NE**
Bid Security:	**Universal Surety Co.**	**United Fire & Casualty Co.**
Exceptions:	**None**	**None**
Bid Price:	**$1,897,907.37**	**$1,693,724.55**

Bidder:	**Starostka Group Unlimited, Inc.** **Grand Island, NE**
Bid Security:	**Universal Surety Co.**
Exceptions:	**None**
Bid Price:	**$1,656,965.15**

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina Delosh, Admin. Asst. Public Works
Patrick Brown, Finance Director
Keith Kurz, Asst. Public Works Director

P2235

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, **2020**, by and between ***STAROSTKA GROUP UNLIMITED, INC.,*** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of ***ONE MILLION SIX HUNDRED FIFTY SIX THOUSAND NINE HUNDRED SIXTY FIVE AND 15/100 DOLLARS ($1,656,965.15)*** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1**.

ARTICLE IV. All work shall be substantially complete by **August 1, 2021**. Final completion for all items shall be **August 15, 2021**.

ARTICLE V. It is understood and agreed that time is the essence of the contract. Should the Contractor fail to perform all of the work within the time intervals stipulated in this Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **$500.00** per **calendar** day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages.

The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this contract within the time stipulated.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

ARTICLE IX. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE X. LB 403: Every public contractor and his, her or its subcontracors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

STAROSTKA GROUP UNLIMITED, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2020-278

WHEREAS, the City of Grand Island invited sealed bids for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1, according to plans and specifications on file with the Public Works Department; and

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

WHEREAS, Starostka Group Unlimited, Inc. 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 $1,656,965.15.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the amount of $1,656,965.15 for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-9

#2020-279 - Approving Amendment No. 3 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation– Downtown; Project No. 2019-S-1, Phase II

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Approving Amendment No. 3 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation– Downtown; Project No. 2019-S-1, Phase II

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

Background

Public Works is taking a proactive approach in rehabilitating sanitary sewer in the downtown area to avoid failures. Cured in Place Pipe (CIPP) lining with manhole rehabilitation will be the focus of this project to reinforce structural integrity of the collection system. Existing pipe segments are within constricted alleyways of the project boundary, which is Clark Street to the west, South Front Street to the north, Plum Street to the east, and First Street to the south. Additional failing pieces in the area may be assessed to determine the best rehabilitation method. Segments are mostly 8-inch pipe, with total length of approximately 13,000 linear feet.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are for old clay tile pipe and or damaged / dilapidated manholes.

On November 6, 2018, via Resolution No. 2018-337, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of $81,850.00 for Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1.

On June 25, 2019, via Resolution No. 2019-196, City Council approved Change Order No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of $61,063.00, for a revised agreement of $142,913.00. Such change order allowed for construction administration and observation services for Cured in Place Pipe (CIPP) lining of sanitary sewer mains in the downtown area.

On August 11, 2020, via Resolution No. 2020-187, City Council approved Change Order No. 2 to the original agreement with Olsson, Inc. of Grand Island, Nebraska in the

amount of $35,888.00, for a revised agreement of $178,801.00. Such change order allowed for project design and bid phase services necessary to create documents for the rehabilitation of the manholes within the project boundary for the above sewer collection system rehabilitation project. Staff decided to break the collection pipe linings which were previously completed and the manhole repairs into separate projects to allow for specialized contractors to bid the projects.

Discussion

Staff is requesting a third amendment to the original agreement, which will allow for construction observation and closeout of the sanitary sewer manhole rehabilitation project. Amendment No. 3 will be in the amount of $33,468.00 for a revised agreement of $212,269.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 3 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of $33,468.00.

Sample Motion

Move to approve the resolution.

LETTER AGREEMENT
AMENDMENT #3

Date: November 10, 2020

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated February 13, 2018 between City of Grand Island, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Island, NE

Project Description: Grand Island Sanitary Sewer Rehabilitation - Downtown

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

PHASE 626 – CONSTRUCTION ADMINISTRATION SERVICES
Olsson shall assist the Owner in the Administration of the project during the construction phase of the project. Olsson shall perform the tasks listed below:

Task 624: **Construction Progress Meetings -** Olsson shall organize and conduct construction progress meetings, prepare the meeting agenda, and shall prepare and distribute to all attendees (narrative style) minutes of the progress meetings for the project. A total of two construction progress meetings are anticipated.

Task 625: **Review Progress Payments and Change Orders** - Olsson shall review the Contractor's monthly progress payment applications for general conformance with the progress of the work and mathematical accuracy. Olsson shall review and prepare construction change order requests and present to the Client. A total of two progress payments and one change order are anticipated.

Task 626: **Review Final Application for Payment** - Olsson shall review the Contractor's final application for payment and the accompanying documentation for compliance with the contract requirements.

Task 627: **Construction Project Management** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates.

PHASE 645. CONSTRUCTION OBSERVATION SERVICES
Olsson shall perform full time construction observation services on behalf of the Client during the construction of the project.

Task 641: **Construction Observation -** Duties and responsibilities of the Olsson's Resident Project Representative shall be as described in "Exhibit B - Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed. A total of eleven weeks of part-time observation at 20 hours per week is anticipated (estimated total of 220 hours).

Task 642: **Construction Materials Testing –** Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor.

PHASE 665. PROJECT CLOSE-OUT
Olsson shall complete the following services to close out the project. These services shall include the following:

Task 661: **Organize Final Inspection** - Olsson shall organize and attend the final inspection of the project with the Client's personnel and provide written comments to the Client.

Task 662: **Review Contractor's Records -** Olsson shall review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.

Task 663: **Prepare Record Drawing Package** - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings and testing package and a CD of the .pdfs of the record drawings and testing package.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: April 1, 2021
Anticipated Completion Date: July 1, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION
For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed $33,468.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By _____ By _____
Dave Ziska Joe Baxter

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF GRAND ISLAND, NE

By _____
Signature

Printed Name _____

Title _____ Dated: _____

R E S O L U T I O N 2020-279

WHEREAS, on November 6, 2018, via Resolution No. 2018-337, the Grand Island City Council approved entering into an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of $81,850.00 for engineering consulting services for Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1; and

WHEREAS, on June 25, 2019, via Resolution No. 2019-196, City Council approved Change Order No. 1, in the amount of $61,063.00; and

WHEREAS, on August 11, 2020, via Resolution No. 2020-187, City Council approved Change Order No. 2, in the amount of $35,888.00, to the original agreement; and

WHEREAS, the original agreement is now being amended to allow for construction observation and closeout of the sanitary sewer manhole rehabilitation project; and

WHEREAS, such amendment is in the amount of $33,468.00, for a revised agreement amount of $212,269.00; and

WHEREAS, Amendment No. 3 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 with Olsson, Inc. of Grand Island, Nebraska for engineering consulting services related to Sanitary Sewer Collection System Rehabilitation- Downtown; Project No. 2019-S-1, Phase II is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-10

#2020-280 - Approving Bid Award for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Approving Bid Award for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7

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

Background

On September 30, 2020 the Engineering Division of the Public Works Department advertised for bids for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7.

Public Works is taking a proactive approach in rehabilitating sanitary sewer in the downtown area to avoid failures. Cured in Place Pipe (CIPP) lining was completed last year in which pipes were lined to rehabilitate the sanitary sewer pipe structural integrity of the collection system. This portion of the project will improve the structural stability of the existing brink manholes in this same area. The project was broken into two (2) parts to maximize the contractor experience of each specialty operation. This infrastructure is constricted within alleyways and right-of-way of the project boundary, which is Clark Street to the west, South Front Street to the north, Plum Street to the east, and First Street to the south. Additional failing pieces in the area may be assessed to determine the best rehabilitation method. Segments are mostly 8-inch pipe, with total length of approximately 13,000 linear feet.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are for old clay tile pipe and or damaged / dilapidated manholes.

Discussion

Four (4) bids were received and opened on October 28, 2020. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

BID SECTION	*BASE BID*	*BASE BID ALTERNATE "A" BID*
Redina Construction Company of Glen Ellyn, IL	$229,236.60*	$259,833.00
Midlands Contracting of Kearney, NE	$268,516.20	$312,026.20
Myers Construction, Inc. of Broken Bow, NE	$391,313.50	$478,753.50
McGill Restoration of Omaha, NE	$839,013.00	$981,133.00

**corrected bid*

It is recommended to award the Base Bid Alternate "A" to Redina Construction Company of Glen Ellyn, Illinois, which will rehabilitate sanitary sewer manholes in the downtown area. Base Bid Alternate "A" allows for the reconstruction of the flow line at the base of the manhole. It was broken out this way to determine the cost of this operation and to better assess its value. Public Works staff feels the value of this work is worth the added cost.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Redina Construction Company of Glen Ellyn, Illinois in the amount of $259,833.00.

Sample Motion

Move to approve the bid award.

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**October 28, 2020 at 2:00 P.M.**
FOR:	**Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$610,000.00**
FUND/ACCOUNT:	**53030055-85213-53009**
PUBLICATION DATE:	**September 30, 2020**
NO. POTENTIAL BIDDERS:	**11**

SUMMARY

Bidder:	**Myers Construction, Inc.** **Broken Bow, NE**	**McGill Restoration** **Omaha, NE**
Bid Security:	**United Fire & Casualty Co.**	**Universal Surety Co.**
Exceptions:	**None**	**None**
C.1:	**$391,313.50**	**$839,013.00**
C.1A:	**$478,753.50**	**$981,133.00**

Bidder:	**Midlands Contracting, Inc.** **Kearney, NE**	**Redina Construction Co.** **Glen Ellyn, IL**
Bid Security:	**Travelers Casualty & Surety Co.**	**The Hanover Insurance Co.**
Exceptions:	**None**	**None**
C.1:	**$268,516.20**	**$229,201.00**
C.1A:	**$312,026.20**	**$259,833.00**

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina Delosh, Admin. Asst. Public Works
Patrick Brown, Finance Director
Robert Greenberg, WW Engineer 1

P2234

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____, **2020**, by and between ***Redina Construction Company*,** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **DOWNTOWN SANITARY SEWER MANHOLE REHABILITATION; PROJECT NO. 2020-S-7**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of ***TWO HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED THIRTY THREE & 00/100*** (***$259,833.00***) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **DOWNTOWN SANITARY SEWER MANHOLE REHABILITATION; PROJECT NO. 2020-S-7.**

ARTICLE IV. It is understood and agreed that time is of the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, the erosion control plan has been submitted, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island Public Works relative to scheduling work. All work, including restoration, shall be completed by **July 1, 2021** for both the Base Bid Section and Alternate Bid Section "A".

ARTICLE V. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **$500.00 per calendar day** for every calendar day past the completion date for all portions of the work of Base Bid Section and Alternate Bid Section "A" and as summarized in the labor standard clauses, unless extensions of time granted by the City specifically provide for the waiving of liquidated damages. The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this contract within the time stipulated.

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

ARTICLE VII. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VIII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE IX. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska**.**

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

ARTICLE XI. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services, not in dispute, rendered to date of termination.

ARTICLE XII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE XIII. LB 403: Every public consultant and his, her or its subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

REDINA CONSTRUCTION COMPANY

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

(1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
(b.) cancellation, termination or suspension of the agreement, in whole or in part.

(6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2020-280

WHEREAS, the City of Grand Island invited sealed bids for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 28, 2020 bids were received, opened, and reviewed; and

WHEREAS, Redina Construction Company of Glen Ellyn, Illinois 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 $259,833.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Redina Construction Company of Glen Ellyn, Illinois in the amount of $259,833.00 for Downtown Sanitary Sewer Manhole Rehabilitation; Project No. 2020-S-7 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-11

#2020-281 - Approving Acquisition of Utility Easement in Bosselville Fifth Subdivision- 3502 West Wood River Road (Bosselman, Inc.; Parcel No. 400406772)

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

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

R E S O L U T I O N 2020-281

WHEREAS, a public easement is required by the City of Grand Island, from Bosselman, Inc., in Outlot A of Bosselville Fifth Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT A, THENCE S01°05'01"E (ASSUMED BEARING) ON THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 36.42 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A, AND THE BEGINNING OF A CURVE LOCATED ON THE SOUTH LINE OF SAID OUTLOT A, THAT IS CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 612.98 FEET, A CHORD BEARING OF S74°42'55"W, A CHORD DISTANCE OF 44.30 FEET, AND AN ARC LENGTH OF 44.31 EFET, THENCE N37°23'26"E A DISTANCE OF 60.40 FEET TO THE NORTH LINE OF SAID OUTLOT A, THENCE N88°55'06"E ON SAID NORTH LINE A DISTANCE OF 5.37 FEET TO THE POINT OF BEGINNING, CONTAINING 897.2 SQUARE FEET MORE OR LESS.

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 such public easement from the property owner on the above described tract of land.

- - -

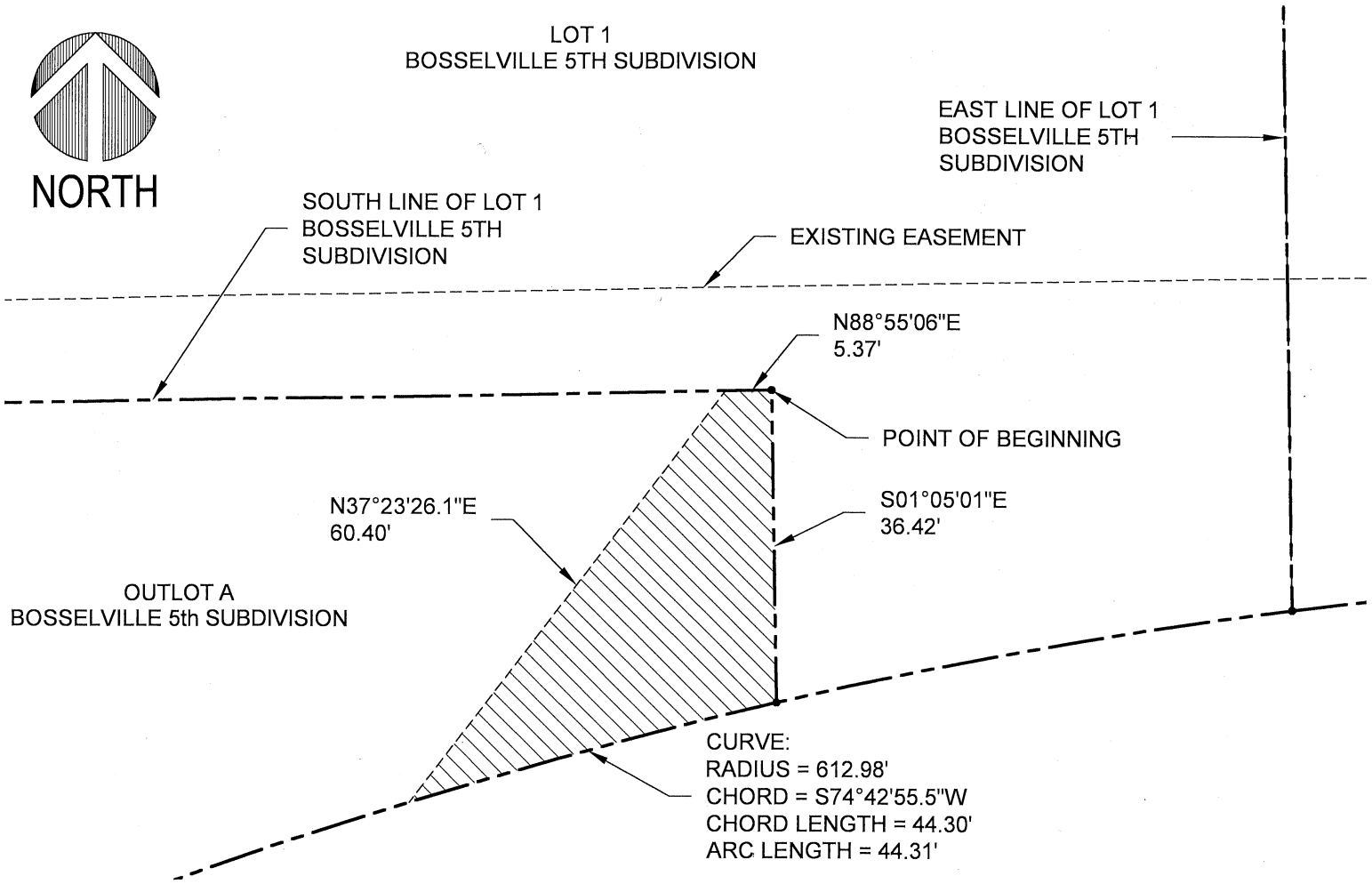
Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney



AN EASEMENT LOCATED IN OUTLOT A OF BOSSELVILLE 5TH SUBDIVISION, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT A, THENCE S01°05'01"E (ASSUMED BEARING) ON THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 36.42 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A, AND THE BEGINNING OF A CURVE LOCATED ON THE SOUTH LINE OF SAID OUT LOT A, THAT IS CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 612.98 FEET, A CHORD BEARING OF S74°42'55"W, A CHORD DISTANCE OF 44.30 FEET, AND AN ARC LENGTH OF 44.31 FEET, THENCE N37°23'26"E A DISTANCE OF 60.40 FEET TO THE NORTH LINE OF SAID OUTLOT A, THENCE N88°55'06"E ON SAID NORTH LINE A DISTANCE OF 5.37 FEET TO THE POINT OF BEGINNING, CONTAINING 897.2 SQUARE FEET MORE OR LESS.

I JOSHUA E. GRUMMERT A LICENSED PROFESSIONAL LAND SURVEYOR UNDER OF THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS EASEMENT DESCRIPTION WAS MADE BY ME OR UNDER MY SUPERVISION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joshua E. Grummert 04-20-2020
JOSHUA E. GRUMMERT, RLS-783

WOOD RIVER RD W
WOOD RIVER RD W
WOOD RIVER RD W
BOSSELMAN AVE
BOSSELMAN AVE
US HIGHWAY 281 S
US HIGHWAY 281 S
300ft
829 Degrees

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-12

#2020-282 - Approving Skid Steer Buy-Back for Streets Division

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 10, 2020

Subject: Approving Skid Steer Buy-Back for Streets Division

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

Background

The Streets Division currently owns two compact track loaders (skid steers). One compact track loader is a front line machine for the Streets Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The other compact track loader is used mainly for asphalt roadway patching by clearing and loading millings from sections of roadway in preparation for new hot-mix asphalt.

In November of 2014, the City Council approved the purchase of two new skid steers (one rubber tire and one track loader) and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs.

The total cost for both skid steer buybacks is usually between $8,000 and $12,000. Bobcat has made some design changes on the machines this year and therefore the base price of the new machines went up significantly. With this design changes, they have also changed their model numbers. The dealership has ensured us that the price increase from year to year will even out next year so we do not expect the cost of the buyback program to increase as much in the next few years.

Examples of Compact Track Loaders

Discussion

The Net Cost breakdown for each skid steer is shown in the tables below.

T76 T4 Bobcat Compact Track Loader	
New Machine Cost	$59,133.64
Trade Value based on Buyback Agreement (T650 trade model)	$46,710.00
Net Purchase Price	**$12,423.64**

T66 (T595) T4 Bobcat Skid Steer Loader	
New Machine Cost	$53,569.00
Trade Value based on Buyback Agreement (T595 trade model)	$42,504.00
Net Purchase Price	**$11,065.00**

Public Works staff is recommending participation in Bobcat's buyback program and the purchase of a new a T76 T4 compact track loader for $59,133.64 with a trade-in value of $46,710.00 for a net purchase price of $12,423.64 and the purchase of a new T66 T4 compact track loader for $53,569.00 with a trade-in value of $42,504.00 for a net purchase price of $11,065.00 from Central Nebraska Bobcat of Grand Island, NE.

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 participation in Bobcat's buyback program and the purchase of a new a T76 T4 compact track loader for $59,133.64 with a trade-in value of $46,710.00 for a net purchase price of $12,423.64 and the purchase of a new T66 T4 compact track loader for $53,569.00 with a trade-in value of $42,504.00 for a net purchase price of $11,065.00 from Central Nebraska Bobcat of Grand Island, NE.

Sample Motion

Move to approve the resolution.

R E S O L U T I O N 2020-282

WHEREAS, the City of Grand Island City Council approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new a T76 T4 compact track loader for $59,133.64 with a trade-in value of $46,710.00 for a net purchase price of $12,423.64; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T66 T4 compact track loader for $53,569.00 with a trade-in value of $42,504.00 for a net purchase price of $11,065.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a new T76 T4 compact track loader for $59,133.64 with a trade-in value of $46,710.00 for a net purchase price of $12,423.64 and the purchase of a new T66 T4 compact track loader for $53,569.00 with a trade-in value of $42,504.00 for a net purchase price of $11,065.00 from Central Nebraska Bobcat of Grand Island, NE is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 20202 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-13

#2020-283 - Approving Acquisition of Permanent Utility Easement for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions at 4010 Driftwood Drive (Shriner) and 818 N North Road (56 Land & Cattle Co., Inc.)

This item relates to the aforementioned Public Hearing item E-4.

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

R E S O L U T I O N 2020-283

WHEREAS, public utility easements are required by the City of Grand Island for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easements is as follows:

Property Owner	***Legal Description***
Robert L Shriner, Jr. and Dee Ann Shriner	THE EAST FOURTEEN (14) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
56 Land & Cattle Co., Inc.	A 20-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S ½, NE ¼, SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 42, WESTWOOD PARK SUBDIVISION, THENCE N90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.50) FEET; THENCE S00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE N90°00'00"W, A DISTANCE OF TWENTY (20) FEET; THENCE N00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE ALONG THE SOUTH LINE OF LOT 42, WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.50) FEET TO THE POINT OF BEGINNING AND CONTAINING 300.00 SQUARE FEET MORE OR LESS. AND A 8-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S ½, NE ¼, SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 41, WESTWOOD PARK SUBDIVISION; THENCE S00°00'00"E ALONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S90°00'00"E, A DISTANCE OF EIGHT (8) FEET; THENCE N00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41, WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"W, A DISTANCE OF EIGHT (8) FEET TO THE POINT OF BEGINNING CONTAINING 2896.000 SQUARE FEET MORE OR LESS.

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 such public utility easements from the listed property owners, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

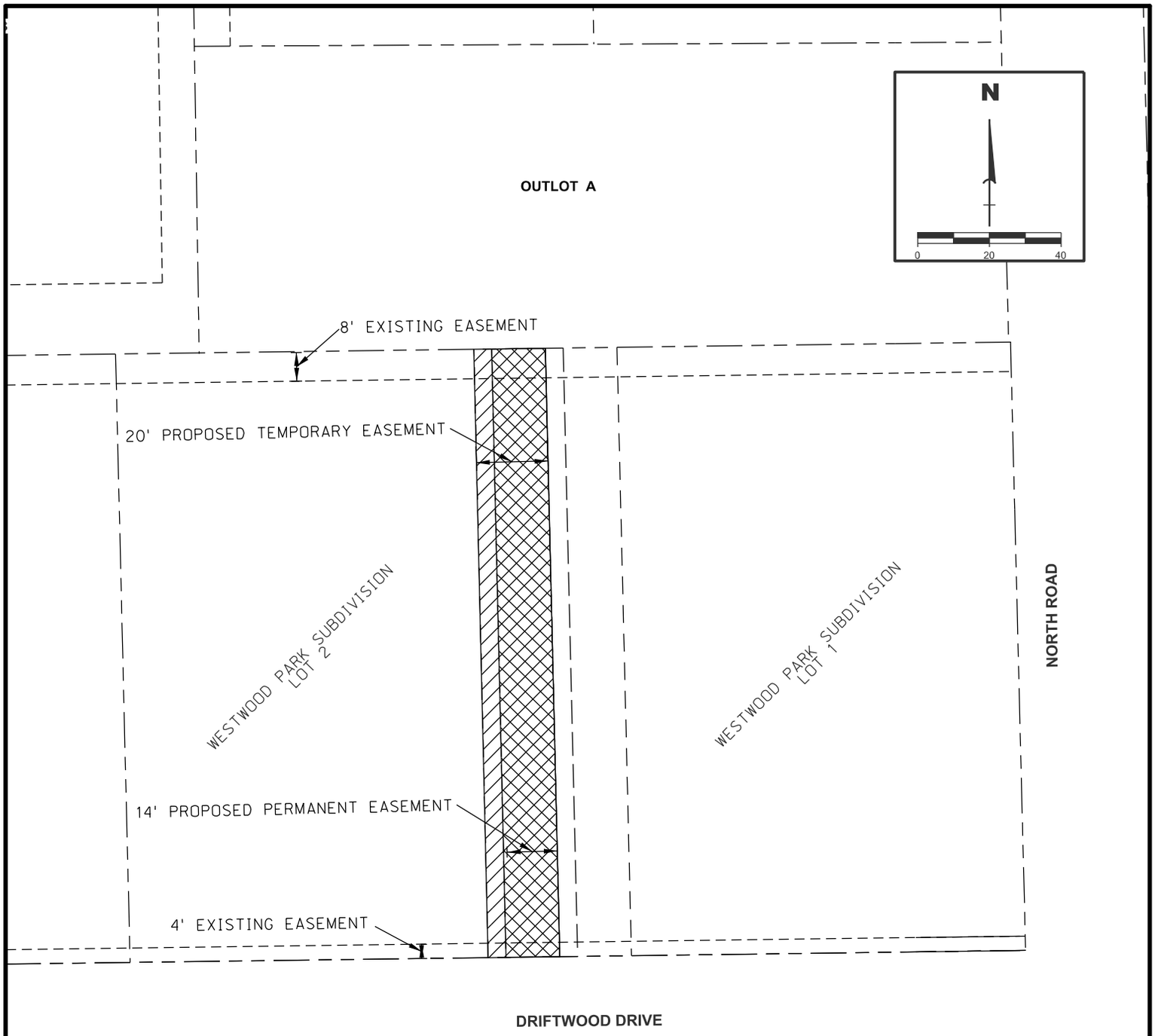
_____
Roger G. Steele, Mayor

Attest:

_____

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

RaNae Edwards, City Clerk



TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

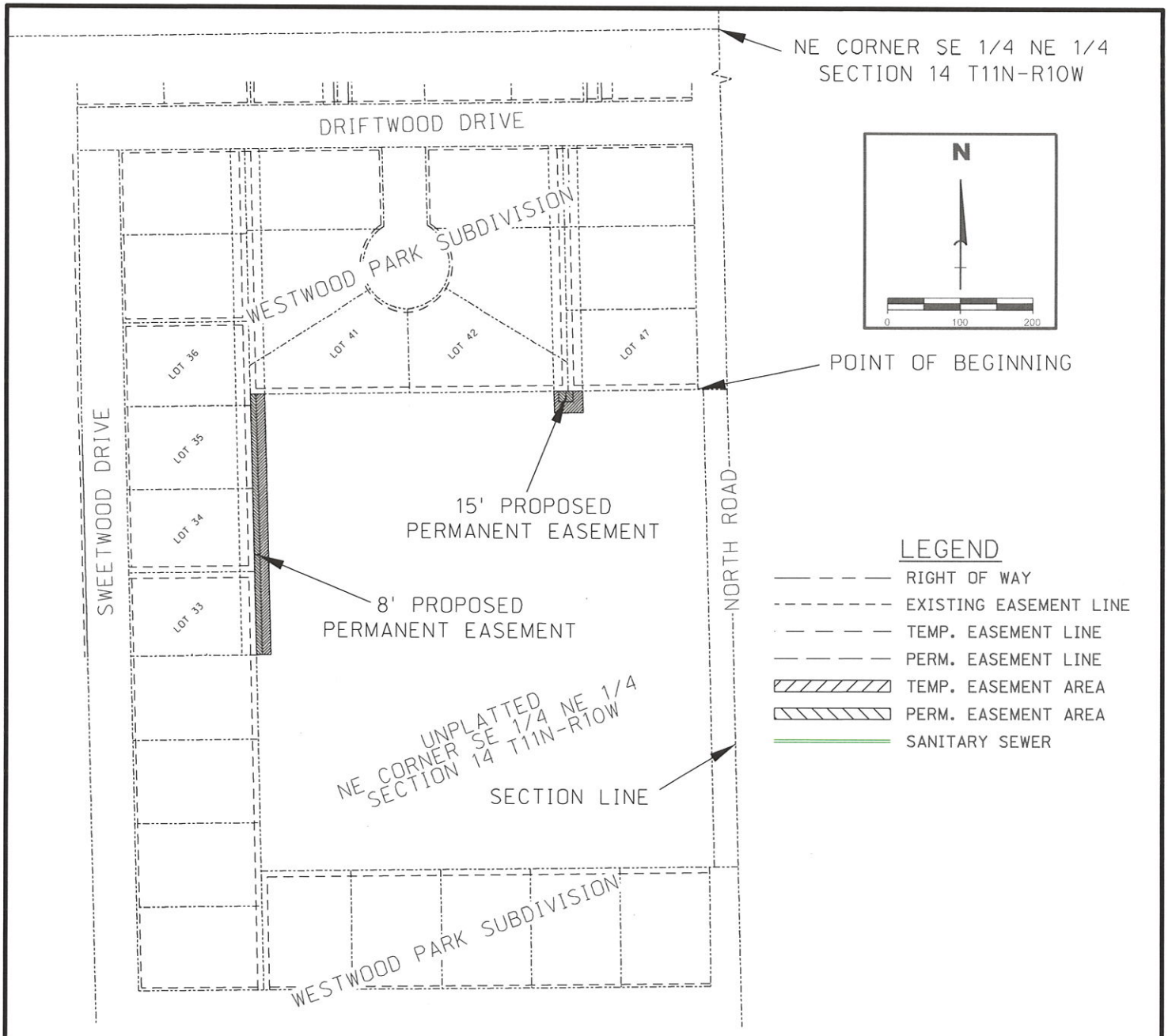
PERMANENT UTILTIY EASEMENT #2 DESCRIPTION

THE EAST FOURTEEN (14) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

EXHIBIT 2	PROJECT NO: 111908.02 DRAWN BY: CTP DATE: JUL. 2020	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 2 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers • scientists • planners



PERMANENT UTILITY EASEMENT #5 DESCRIPTION

A 20-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N 90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.50') FEET; THENCE S 00°00'00"E, A DISTANCE OF FIFTEEN (15.00') FEET; THENCE N 90°00'00"W, A DISTANCE OF TWENTY (20.00') FEET; THENCE N 00°00'00"E, A DISTANCE OF FIFTEEN (15.00') FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00'00" E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.50') FEET TO THE POINT OF BEGINNING AND CONTAINING 300.000 SQUARE FEET MORE OR LESS.

PERMANENT UTILITY EASEMENT #6 DESCRIPTION

A 8-FOOT-WIDE PERMANENT UTILITY EASEMENT COMPRISING OF A PART OF PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 41 WESTWOOD PARK SUBDIVISION, THENCE S 00°00'00"E A LONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00') FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S 90°00'00"E, A DISTANCE OF EIGHT (8.00') FEET; THENCE N 00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00') FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00'00"W, A DISTANCE OF EIGHT (8.00') FEET TO THE POINT OF BEGINNING CONTAINING 2896.000 SQUARE FEET MORE OR LESS.

EXHIBIT	PROJECT NO:	11908.02	PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers · scientists · planners
7B	DRAWN BY:	CTP		
	DATE:	JUL. 2020		

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-14

#2020-284 - Approving Temporary Construction Easements for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 10, 2020

Subject: Approving Temporary Construction Easements for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

Background

Sanitary Sewer District No. 544 was continued by City Council through Resolution No. 2020-78 at their March 24, 2020 meeting.

Temporary Construction easements are needed to accommodate the extension of sanitary sewer to serve an area previously unserved that is located within the new subdivision of Ellington Pointe and the existing subdivision of Westwood Park (see attached sketch), which must be approved by City Council. The temporary construction easements will allow for the installation of sanitary sewer to this area.

Discussion

Temporary construction easements are needed from several property owners for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions to be constructed.

Public Works staff negotiated with the affected property owners for use of the temporary construction easement area, with the necessary documents signed. The cost for this easement is for the impacts to the property such as sprinkler systems, landscaping, trees, moving fences, etc. The homeowners will be responsible for completing these items after construction of the sanitary sewer system is finished.

Property Owner	***Legal Description***	***Amount***
Darwin O. Barnes and Alice A. Barnes	THE EAST TWENTY (20) FEET OF LOT FORTY-FOUR (44) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$5,174.00
Scott E. Madison and Connie J. Madison	THE EAST TWENTY (20) FEET OF LOT THIRTY-SEVEN (37) IN WESTWOOD PARK SUBDIVISION, CITY OF	$2,821.00

	GRAND ISLAND, HALL COUNTY, NEBRASKA	
Michael James Hoffman and Lisa Lynn Hoffman	THE EAST TWENTY (20) FEET OF LOT THIRTY-FIVE (35) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$3,000.00
Scott L. Dubbs and Karisa A. Dubbs	THE EAST TWENTY (20) FEET OF LOT THIRTY-FOUR (34) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$2,494.00
Wade E. Williby	THE EAST TWENTY (20) FEET OF LOT THIRTY-THREE (33) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$1,595.00
Robert L. Shriner, Jr. and Dee Ann Shriner	THE EAST TWENTY (20) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$9,691.00
Timothy M. Wojtalewicz and Kaylyn M Wojtalewicz	THE WEST TWENTY (20) FEET OF LOT THIRTY-NINE (39) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$3,073.00
Allan J. Thomson and Maureen A. Thomson	THE WEST TWENTY (20) FEET OF LOT FOUR (4) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$6,450.00
Timothy J. Nordstrom and Jacqueline M. Osentowski	THE WEST TWENTY (20) FEET OF LOT FORTY (40) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$4,028.00
Larry E. Hoback and Mindi J. Hoback	THE EAST TWENTY (20) FEET OF LOT THIRTY-EIGHT (38) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$2,444.00
Glen L. Grubbs and Janice K. Grubbs	THE EAST TWENTY (20) FEET OF LOT FORTY-THREE (43) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$10,733.00
Leroy Wood and Stephanie Wood	THE EAST TWENTY (20) FEET OF LOT THIRTY-SIX (36) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$750.00
56 Land & Cattle Co., Inc.	A 30 BY 40-FOOT WIDE TEMPORARY UTILITY EASEMENT COMPRISING OF A PART OF PT S ½ NE ¼ SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, CONTAINING 900.00 SQUARE FEET MORE OR LESS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N90°00'00"E, A DISTANCE OF TWENTY (20) FEET; THENCE S00°00'00"E, A DISTANCE OF THIRTY (30) FEET; THENCE N90°00'00"W, A DISTANCE OF FORTY (40) FEET; THENCE N00°00'00"E, A DISTANCE OF THIRTY (30) FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"E, A DISTANCE OF TWENTY (20) FEET TO THE POINT OF	$1,700.00

	BEGINNING AND CONTAINING 1200.00 SQUARE FEET MORE OR LESS. MINUS AN AREA COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.5) FEET; THENCE S00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE N90°00'00"W, A DISTANCE OF TWENTY (20) FEET; THENCE N00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.5) FEET TO THE POINT OF BEGINNING AND CONTAINING 300.00 SQUARE FEET MORE OR LESS. AND A 12-FOOT-WIDE TEMPORARY UTILITY EASEMENT COMPRISING OF A PART OF PT S1/2 NE1/4 SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, CONTAINING 4338.00 SQUARE FEET MORE OR LESS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 41; WESTWOOD PARK SUBDIVISION, THENCE S00°00'00"E ALONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S90°00'00"E, A DISTANCE OF TWENTY (20) FEET; THENCE N00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"W, A DISTANCE OF TWENTY (20) FEET TO THE POINT OF BEGINNING CONTAINING 7234.00 SQUARE FEET MORE OR LESS. MINUS AN AREA COMMENCING AT THE SOUTHWEST CORNER OF LOT 41 WESTWOOD PARK SUBDIVISION, THENCE S00°00'00"E ALONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S90°00'00"E, A DISTANCE OF EIGHT (8) FEET; THENCE N00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"W, A	

	DISTANCE OF EIGHT (8) FEET TO THE POINT OF BEGINNING CONTAINING 2896.00 SQUARE FEET MORE OR LESS.	

TOTAL= $53,953.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions.

Sample Motion

Move to approve the temporary construction easements.

R E S O L U T I O N 2020-284

WHEREAS, temporary construction easements are required by the City of Grand Island for the Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, to construct such project; and

WHEREAS, acquisition of the temporary easements is as follows:

Property Owner	***Legal Description***	***Amount***
Darwin O. Barnes and Alice A. Barnes	THE EAST TWENTY (20) FEET OF LOT FORTY-FOUR (44) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$5,174.00
Scott E. Madison and Connie J. Madison	THE EAST TWENTY (20) FEET OF LOT THIRTY-SEVEN (37) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$2,821.00
Michael James Hoffman and Lisa Lynn Hoffman	THE EAST TWENTY (20) FEET OF LOT THIRTY-FIVE (35) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$3,000.00
Scott L. Dubbs and Karisa A. Dubbs	THE EAST TWENTY (20) FEET OF LOT THIRTY-FOUR (34) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$2,494.00
Wade E. Williby	THE EAST TWENTY (20) FEET OF LOT THIRTY-THREE (33) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$1,595.00
Robert L. Shriner, Jr. and Dee Ann Shriner	THE EAST TWENTY (20) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$9,691.00
Timothy M. Wojtalewicz and Kaylyn M Wojtalewicz	THE WEST TWENTY (20) FEET OF LOT THIRTY-NINE (39) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$3,073.00
Allan J. Thomson and Maureen A. Thomson	THE WEST TWENTY (20) FEET OF LOT FOUR (4) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$6,450.00
Timothy J. Nordstrom and Jacqueline M. Osentowski	THE WEST TWENTY (20) FEET OF LOT FORTY (40) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$4,028.00
Larry E. Hoback and Mindi J. Hoback	THE EAST TWENTY (20) FEET OF LOT THIRTY-EIGHT (38) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$2,444.00
Glen L. Grubbs and Janice K. Grubbs	THE EAST TWENTY (20) FEET OF LOT FORTY-THREE (43) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$10,733.00
Leroy Wood and Stephanie Wood	THE EAST TWENTY (20) FEET OF LOT THIRTY-SIX (36) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA	$750.00
56 Land & Cattle Co., Inc.	A 30 BY 40-FOOT WIDE TEMPORARY UTILITY	$1,700.00

Approved as to Form ¤ _____
November 4, 2020 ¤ City Attorney

	EASEMENT COMPRISING OF A PART OF PT S ½ NE ¼ SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, CONTAINING 900.00 SQUARE FEET MORE OR LESS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N90°00'00"E, A DISTANCE OF TWENTY (20) FEET; THENCE S00°00'00"E, A DISTANCE OF THIRTY (30) FEET; THENCE N90°00'00"W, A DISTANCE OF FORTY (40) FEET; THENCE N00°00'00"E, A DISTANCE OF THIRTY (30) FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"E, A DISTANCE OF TWENTY (20) FEET TO THE POINT OF BEGINNING AND CONTAINING 1200.00 SQUARE FEET MORE OR LESS. MINUS AN AREA COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.5) FEET; THENCE S00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE N90°00'00"W, A DISTANCE OF TWENTY (20) FEET; THENCE N00°00'00"E, A DISTANCE OF FIFTEEN (15) FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90°00'00"E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.5) FEET TO THE POINT OF BEGINNING AND CONTAINING 300.00 SQUARE FEET MORE OR LESS. AND A 12-FOOT-WIDE TEMPORARY UTILITY EASEMENT COMPRISING OF A PART OF PT S1/2 NE1/4 SECTION 14, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, CONTAINING 4338.00 SQUARE FEET MORE OR LESS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 41; WESTWOOD PARK SUBDIVISION, THENCE S00°00'00"E ALONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S90°00'00"E, A DISTANCE OF TWENTY (20) FEET; THENCE N00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41	

	WESTWOOD PARK SUBDIVISION ON A BEARING OF N90º00'00"W, A DISTANCE OF TWENTY (20) FEET TO THE POINT OF BEGINNING CONTAINING 7234.00 SQUARE FEET MORE OR LESS. MINUS AN AREA COMMENCING AT THE SOUTHWEST CORNER OF LOT 41 WESTWOOD PARK SUBDIVISION, THENCE S00º00'00"E ALONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S90º00'00"E, A DISTANCE OF EIGHT (8) FEET; THENCE N00º00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N90º00'00"W, A DISTANCE OF EIGHT (8) FEET TO THE POINT OF BEGINNING CONTAINING 2896.00 SQUARE FEET MORE OR LESS.	

TOTAL= $53,953.00

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 such temporary easements from the listed property owners, on the above-described tracts of land.

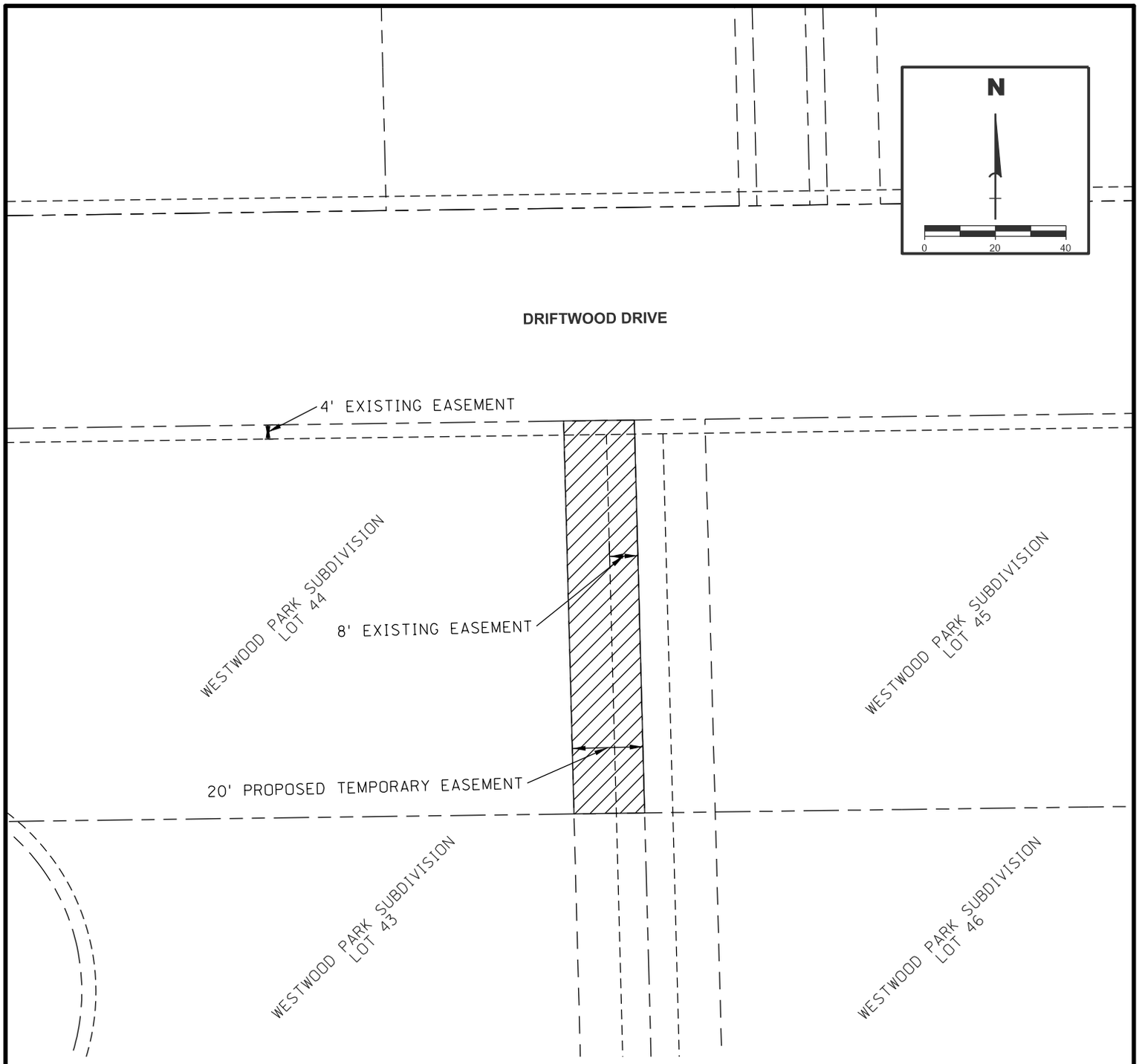
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk



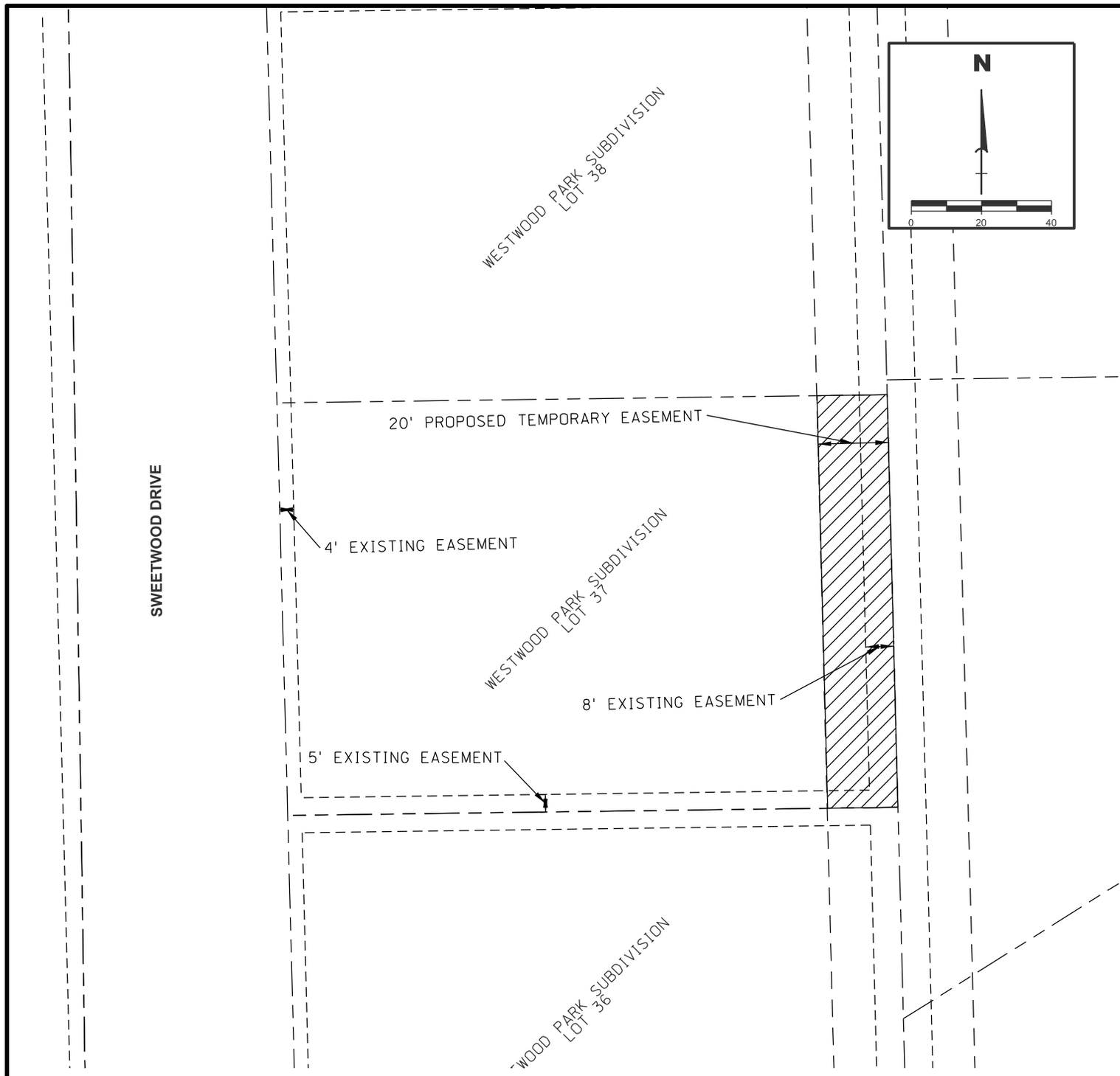
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #12 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT FORTY-FOUR (44) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT 10	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 43 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT
	DRAWN BY: CTP		
	DATE: JUL. 2020		benesch engineers • scientists • planners



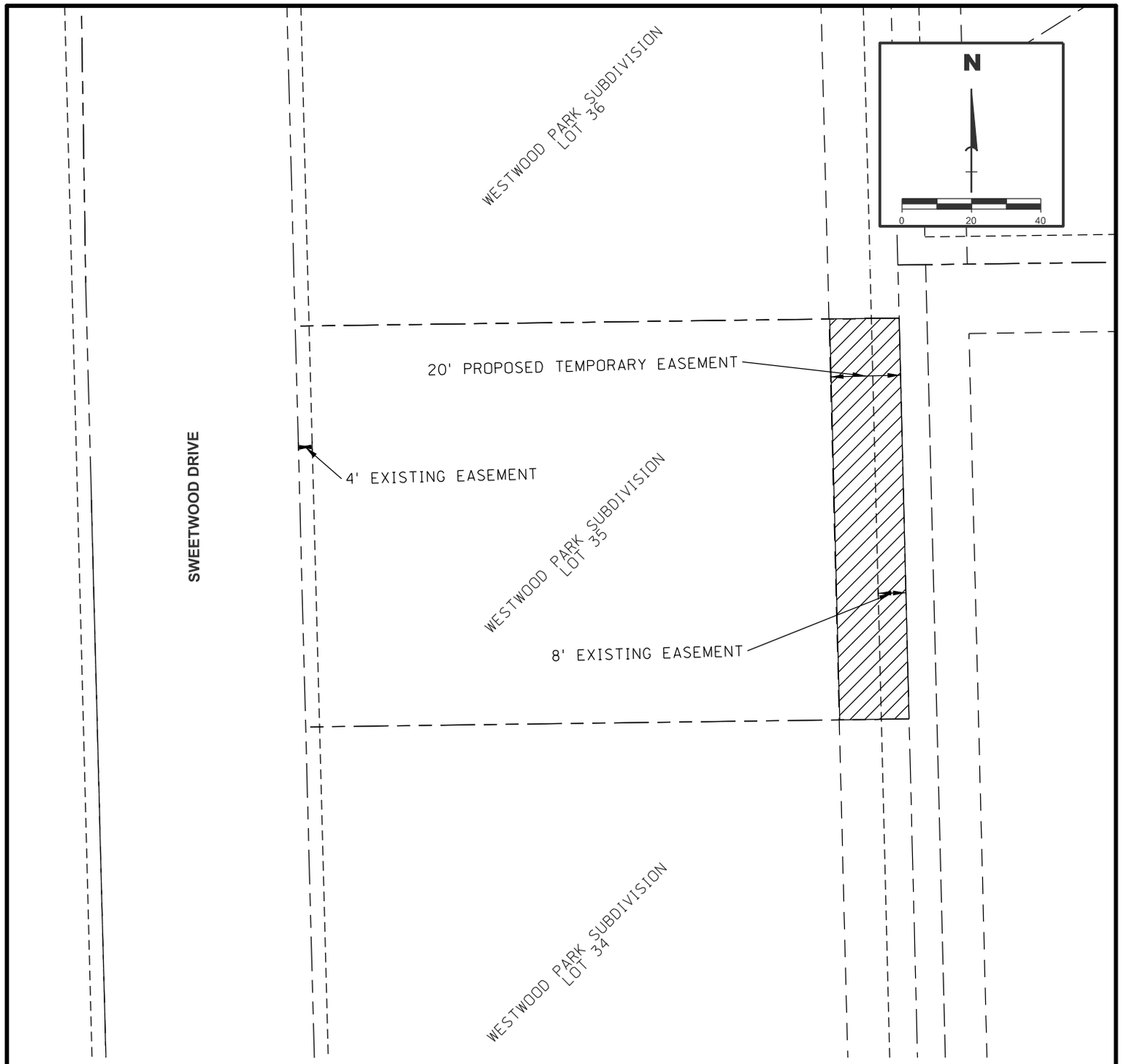
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #17 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT THIRTY-SEVEN (37) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 37	CITY OF GRAND ISLAND
5	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



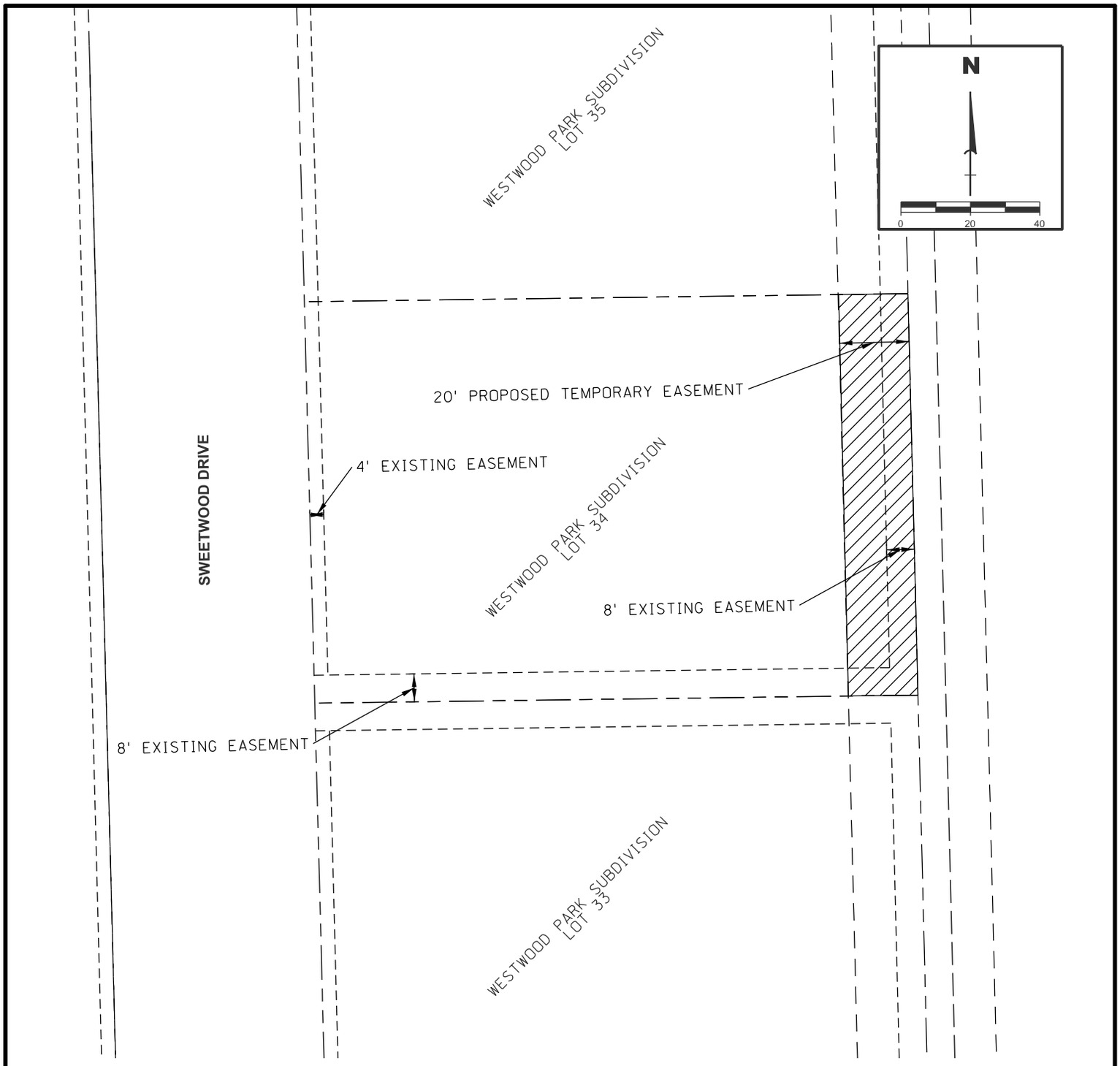
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #19 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT THIRTY-FIVE (35) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 35	CITY OF GRAND ISLAND
17	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



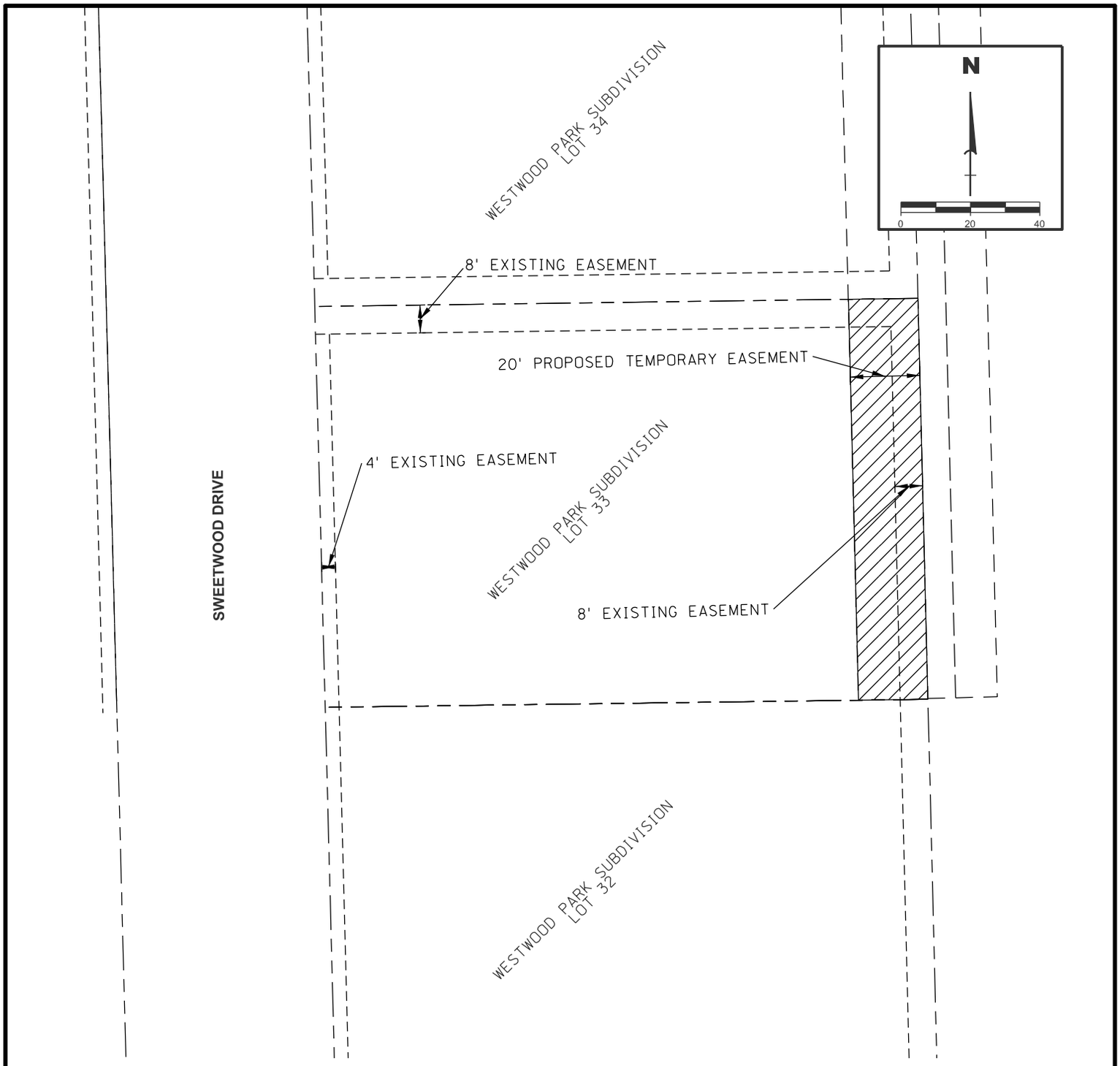
TEMPORARY CONSTRUCTION EASEMENT #20 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT THIRTY-FOUR (34) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

EXHIBIT	PROJECT NO: III908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 34	CITY OF GRAND ISLAND
8	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



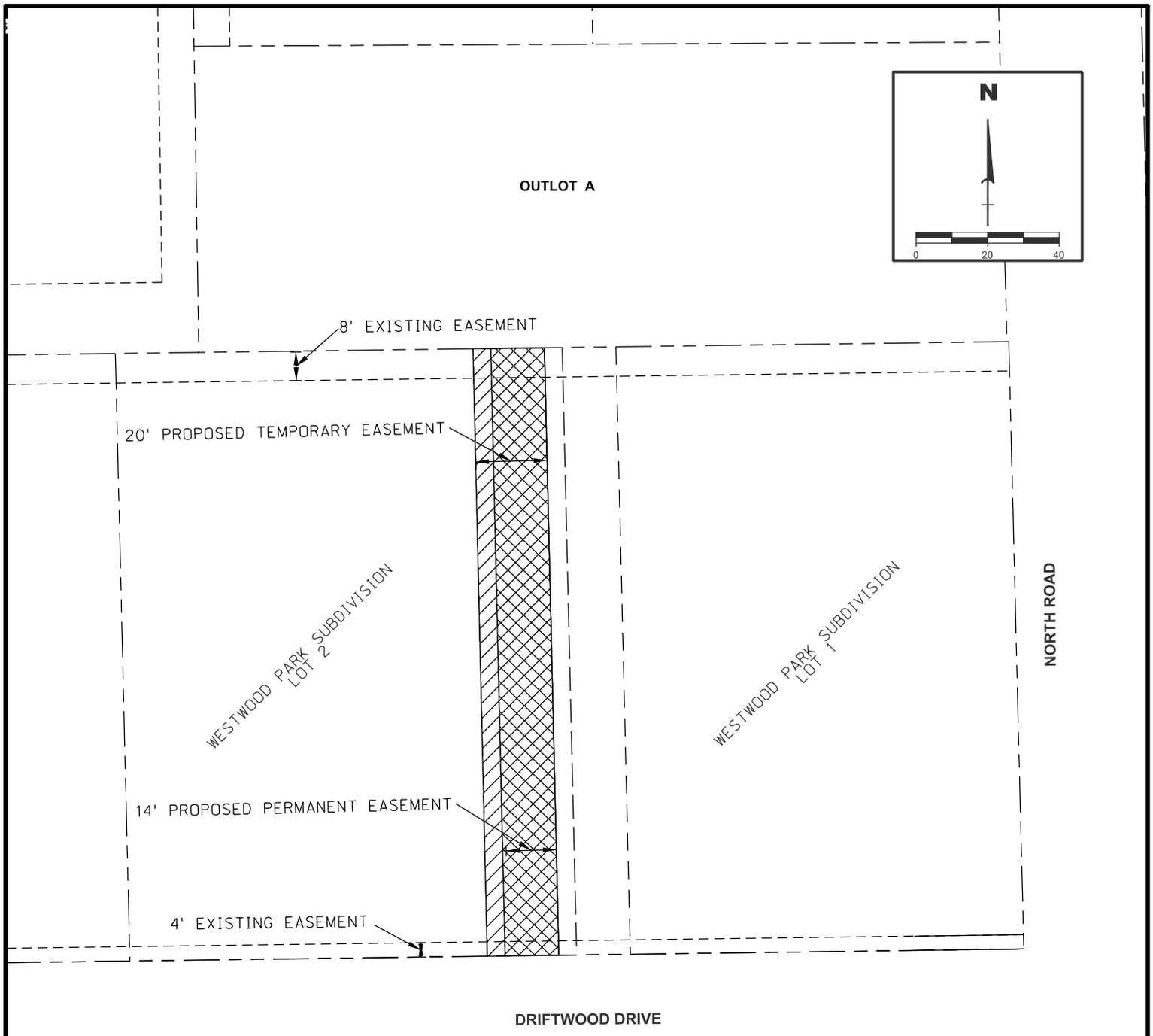
TEMPORARY CONSTRUCTION EASEMENT #21 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT THIRTY-THREE (33) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

EXHIBIT	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 33	CITY OF GRAND ISLAND
19	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



TEMPORARY CONSTRUCTION EASEMENT #2 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

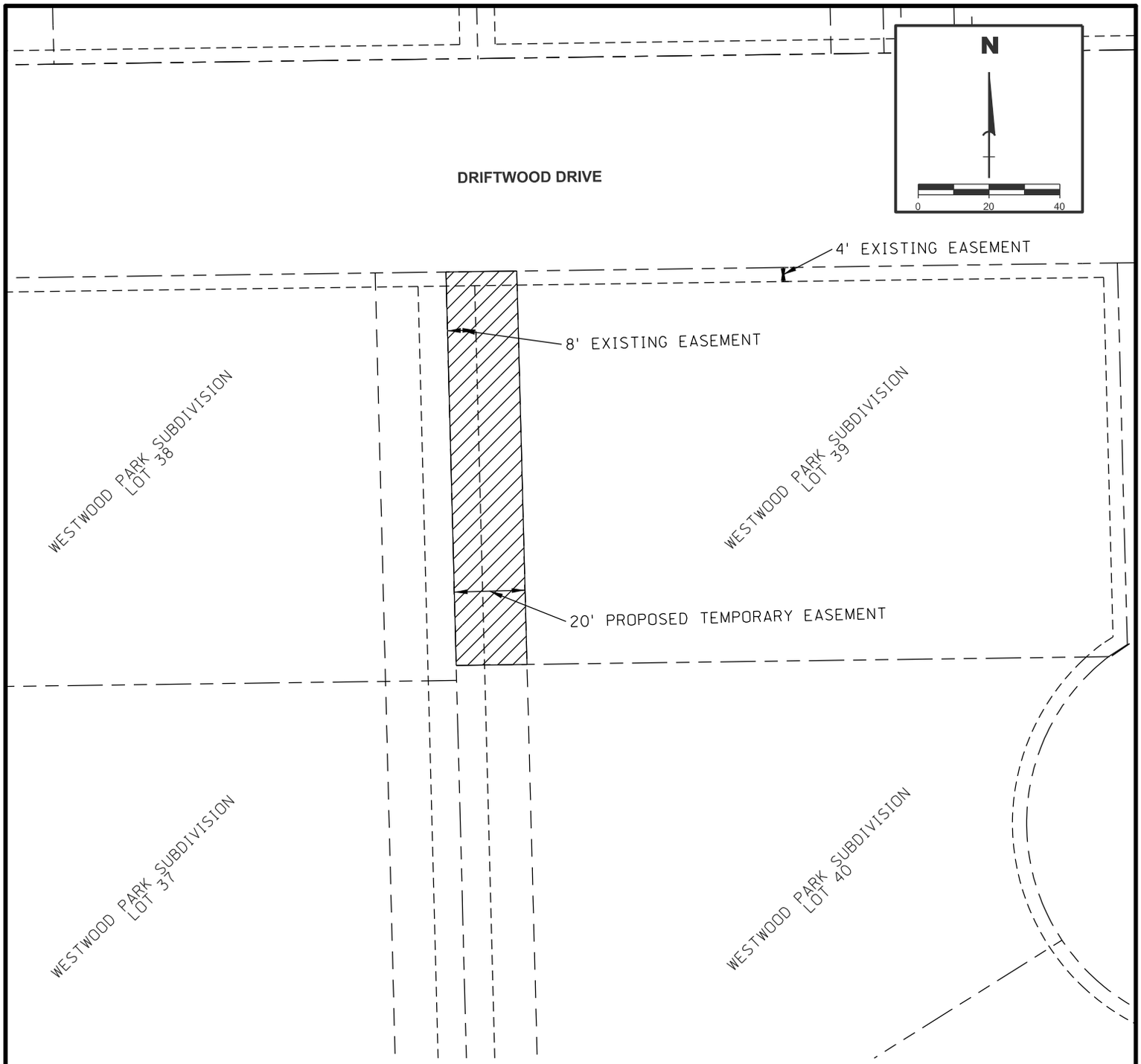
PERMANENT UTILTIY EASEMENT #2 DESCRIPTION

THE EAST FOURTEEN (14) FEET OF LOT TWO (2) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

EXHIBIT 2	PROJECT NO: 111908.02 DRAWN BY: CTP DATE: JUL. 2020	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 2 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers · scientists · planners



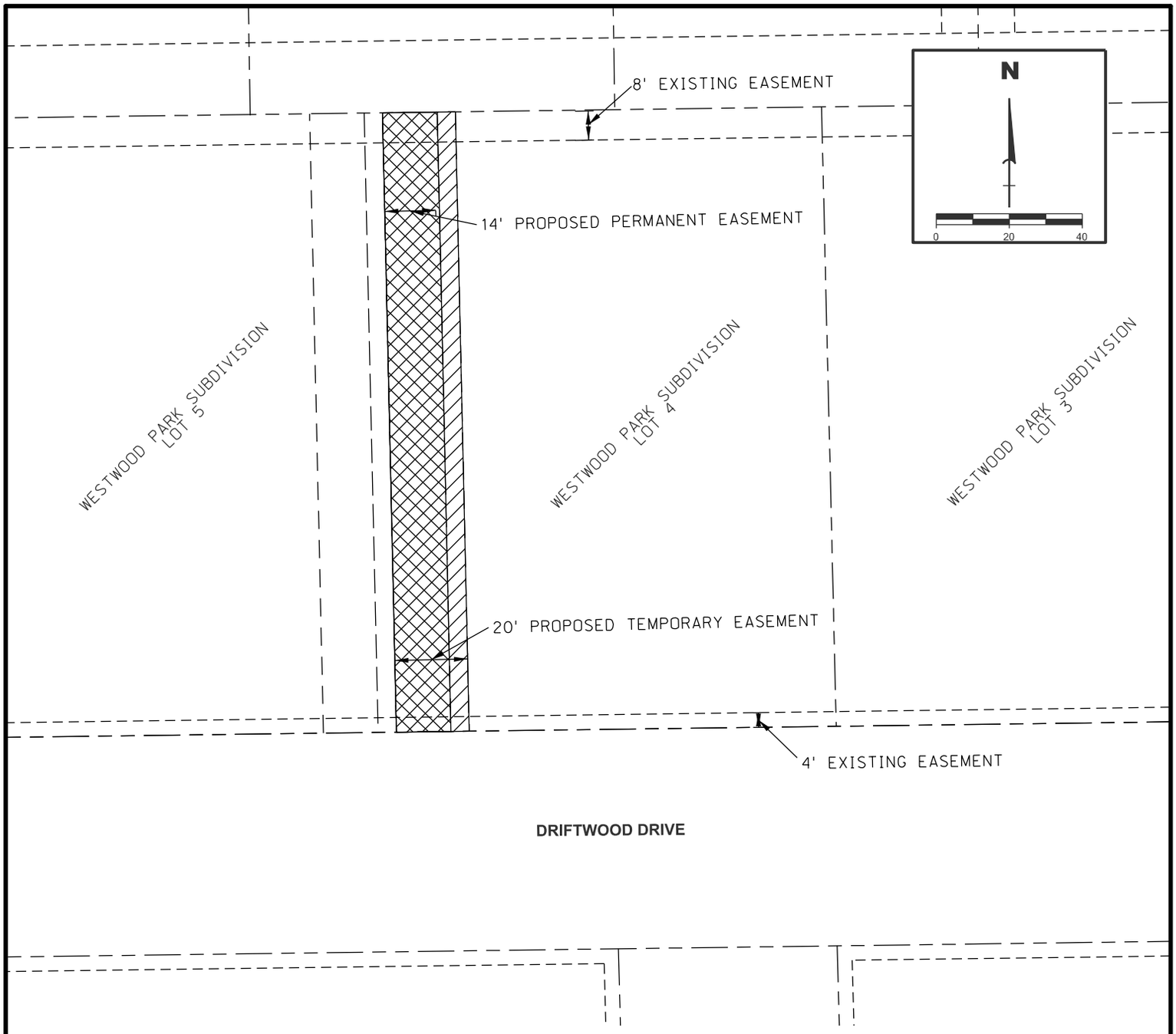
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #13 DESCRIPTION

THE WEST TWENTY (20) FEET OF LOT THIRTY-NINE (39) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT	PROJECT NO: III908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 39	CITY OF GRAND ISLAND
	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



TEMPORARY CONSTRUCTION EASEMENT #3 DESCRIPTION

THE WEST TWENTY (20) FEET OF LOT FOUR (4) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

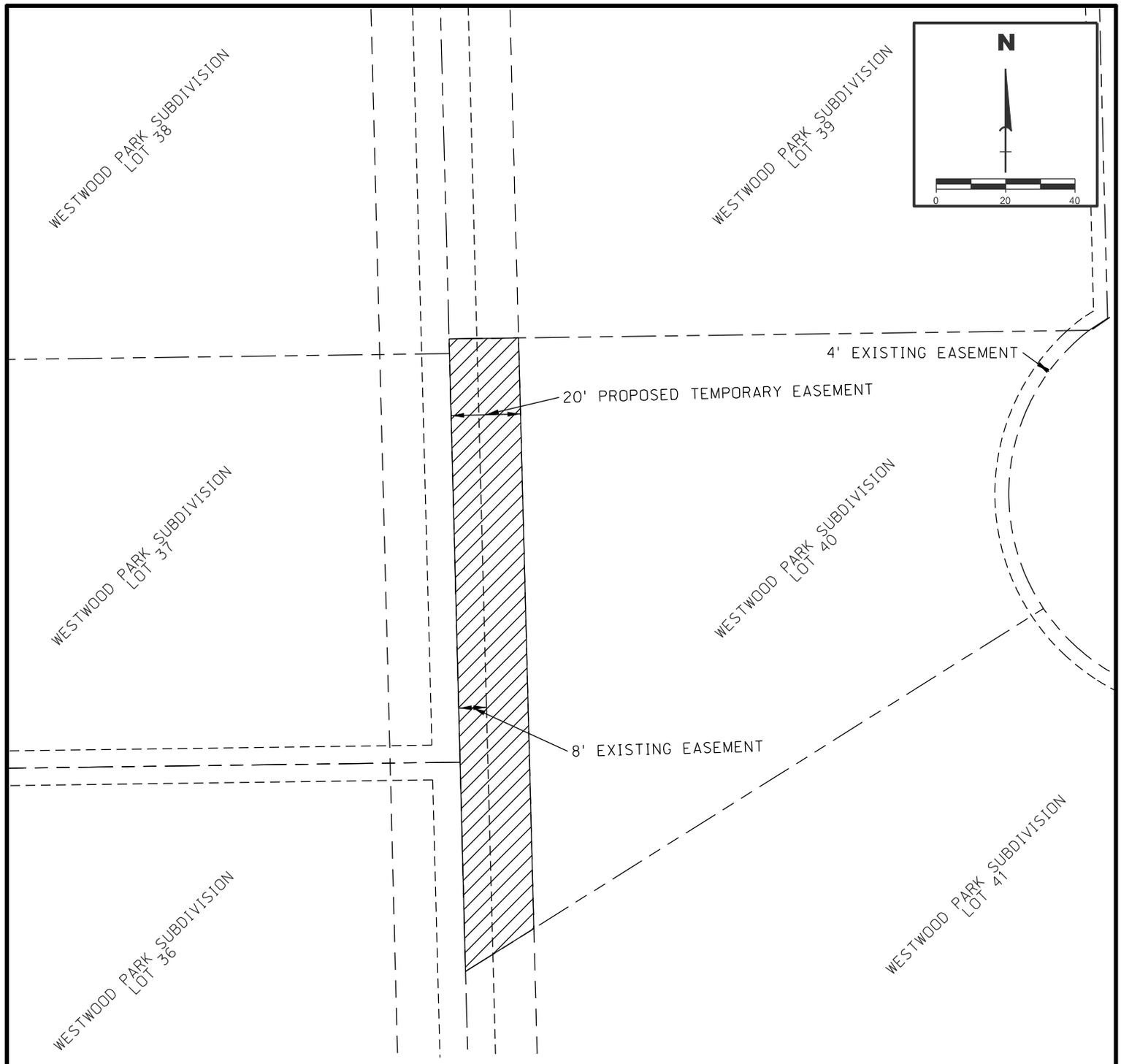
PERMANENT UTILTIY EASEMENT #3 DESCRIPTION

THE WEST FOURTEEN (14) FEET OF LOT FOUR (4) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

EXHIBIT 3	PROJECT NO: 111908.02 DRAWN BY: CTP DATE: JUL. 2020	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 4 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers · scientists · planners



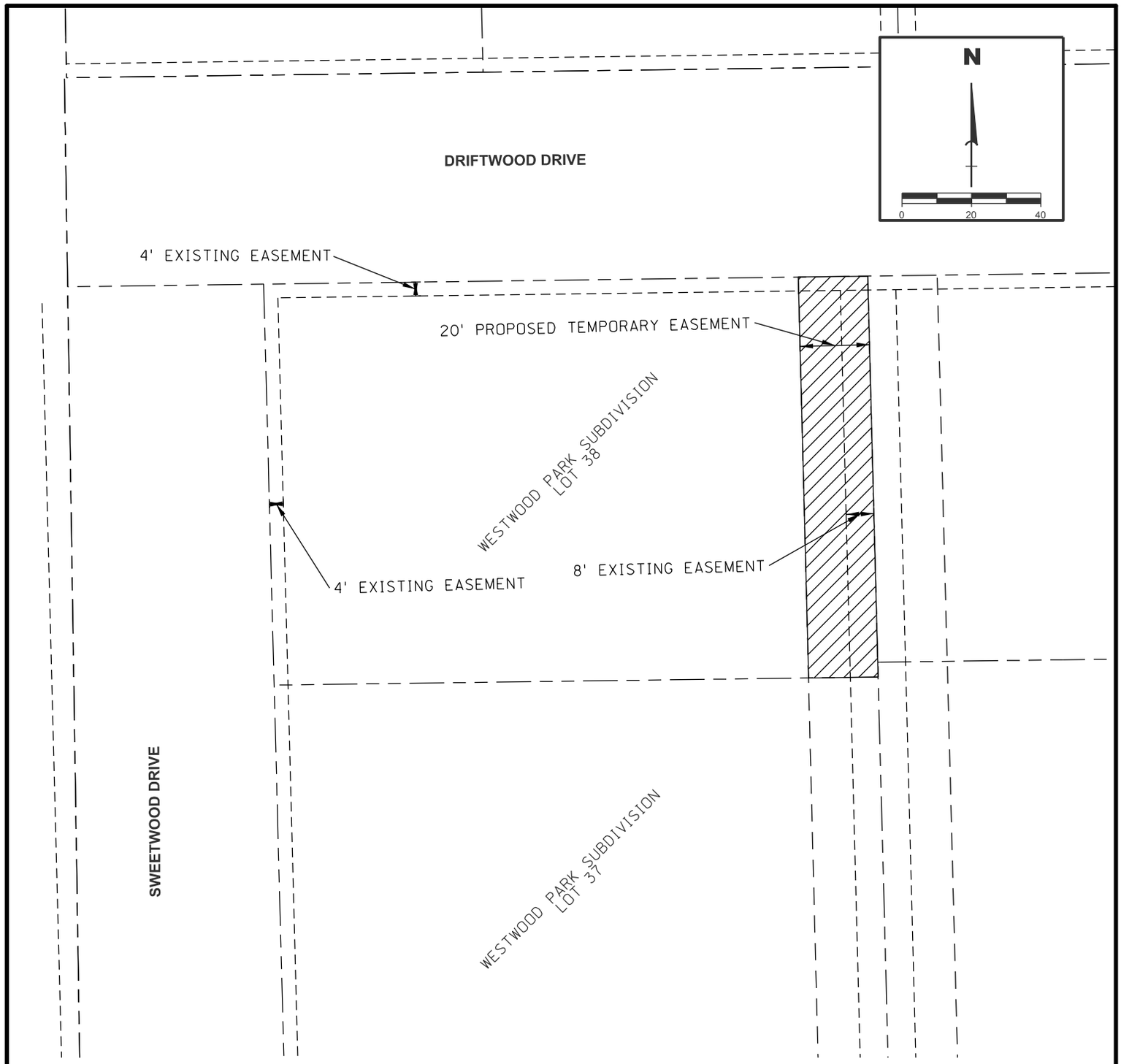
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #14 DESCRIPTION

THE WEST TWENTY (20) FEET OF LOT FORTY (40) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 40	CITY OF GRAND ISLAND
	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



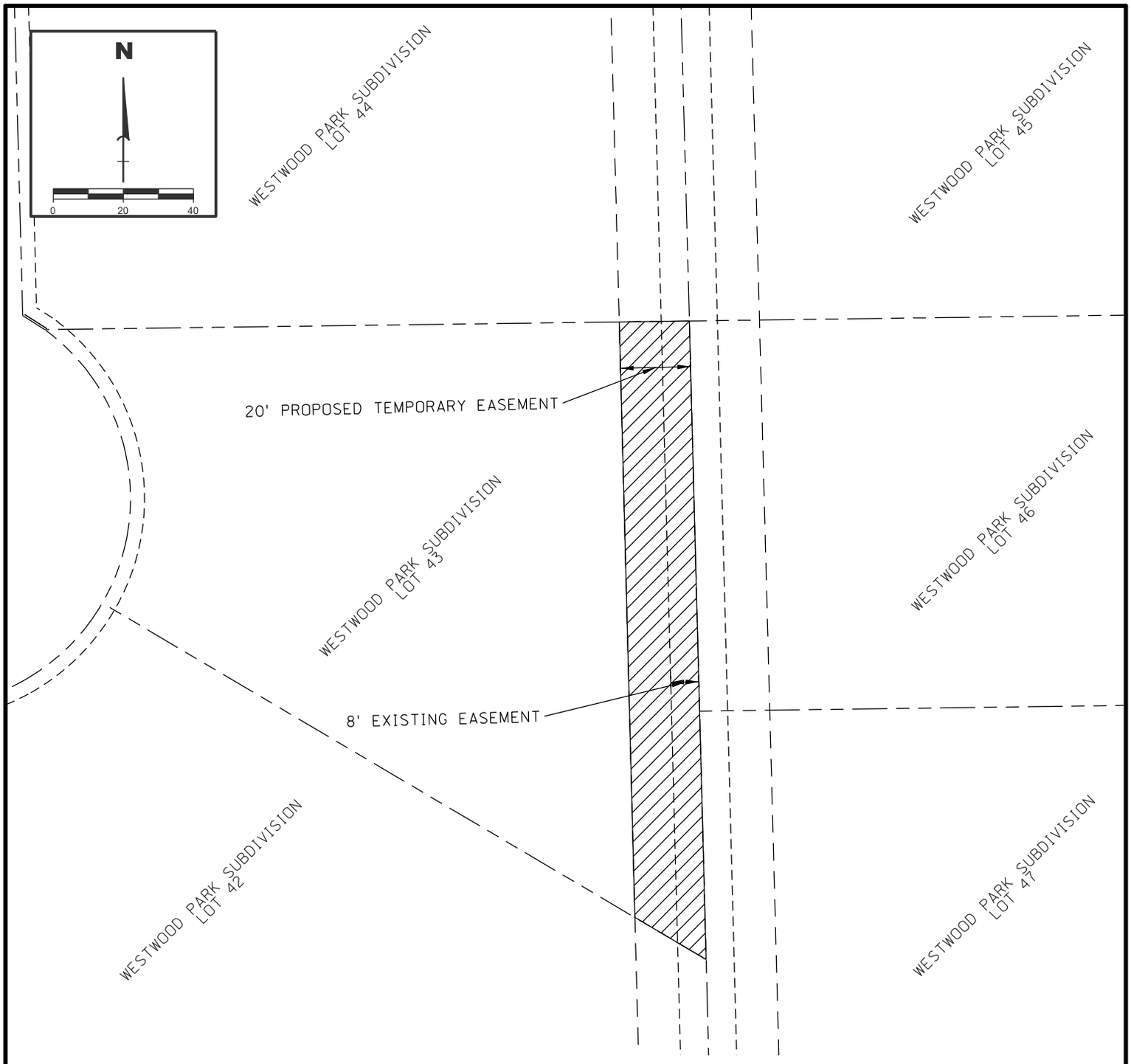
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #16 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT THIRTY-EIGHT (38) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB - LOT 38	CITY OF GRAND ISLAND
14	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



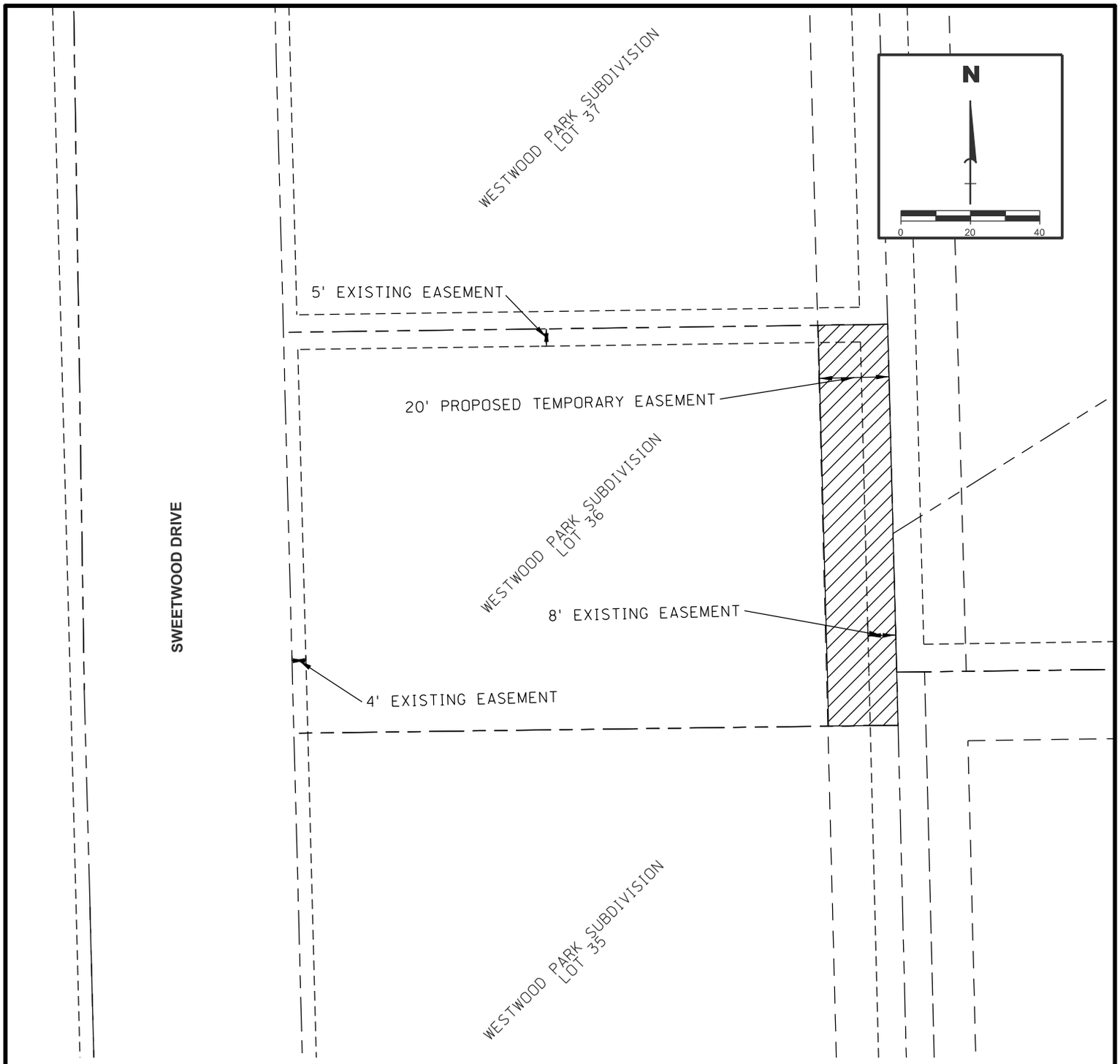
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #11 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT FORTY-THREE (43) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB LOT 43	CITY OF GRAND ISLAND
9	DRAWN BY: CTP	SANITARY SEWER DISTRICT 544	PUBLIC WORKS DEPARTMENT
	DATE: JUL. 2020	GRAND ISLAND, NEBRASKA	benesch engineers · scientists · planners



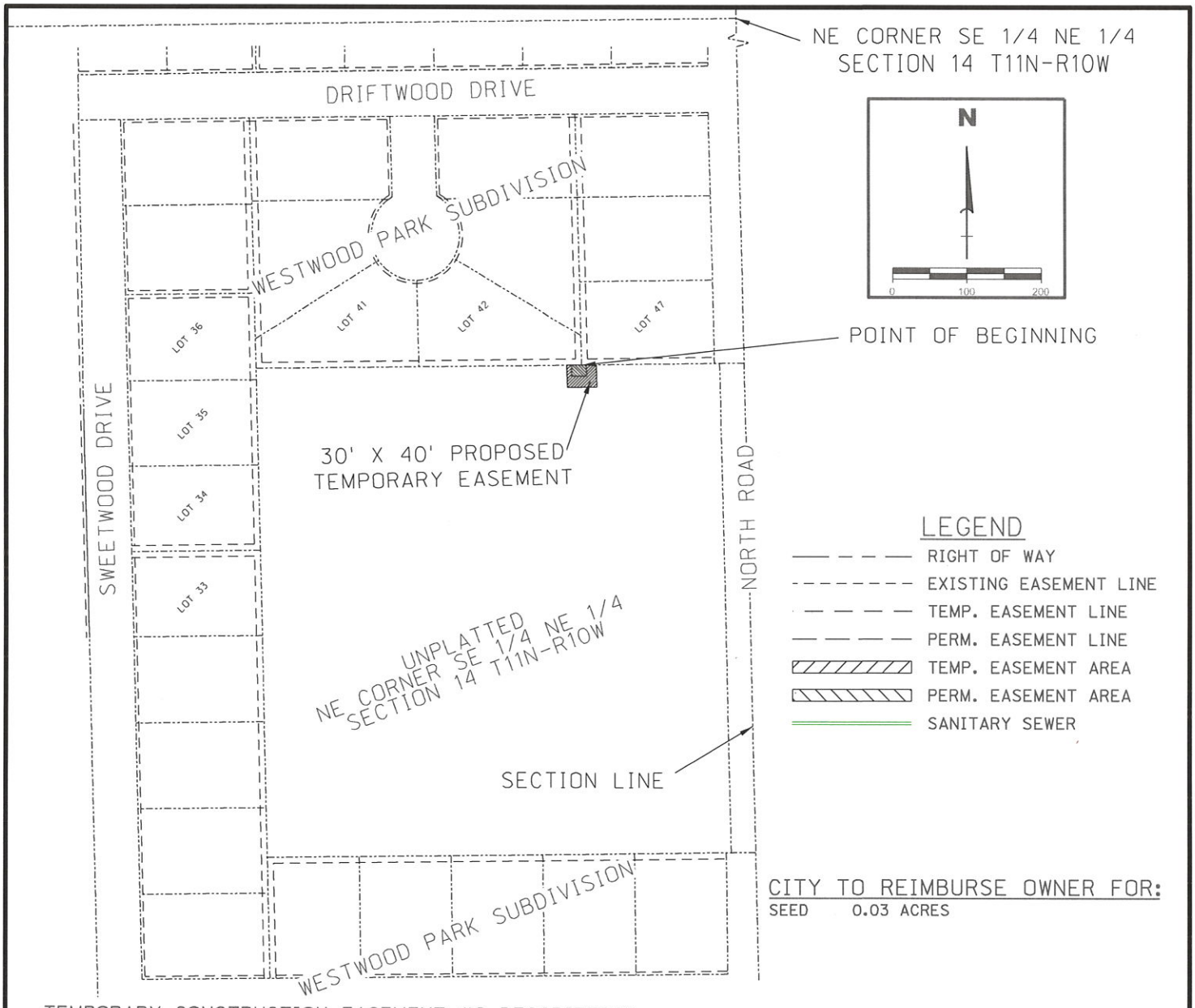
LEGEND

- RIGHT OF WAY
- EXISTING EASEMENT LINE
- TEMP. EASEMENT LINE
- PERM. EASEMENT LINE
- TEMP. EASEMENT AREA
- PERM. EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT #18 DESCRIPTION

THE EAST TWENTY (20) FEET OF LOT THIRTY-SIX (36) IN WESTWOOD PARK SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

EXHIBIT 16	PROJECT NO: 111908.02	ELLINGTON POINTE AND WESTWOOD PARK SUB LOT 36 SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT
	DRAWN BY: CTP		
	DATE: JUL. 2020		benesch engineers · scientists · planners



CITY TO REIMBURSE OWNER FOR:
SEED 0.03 ACRES

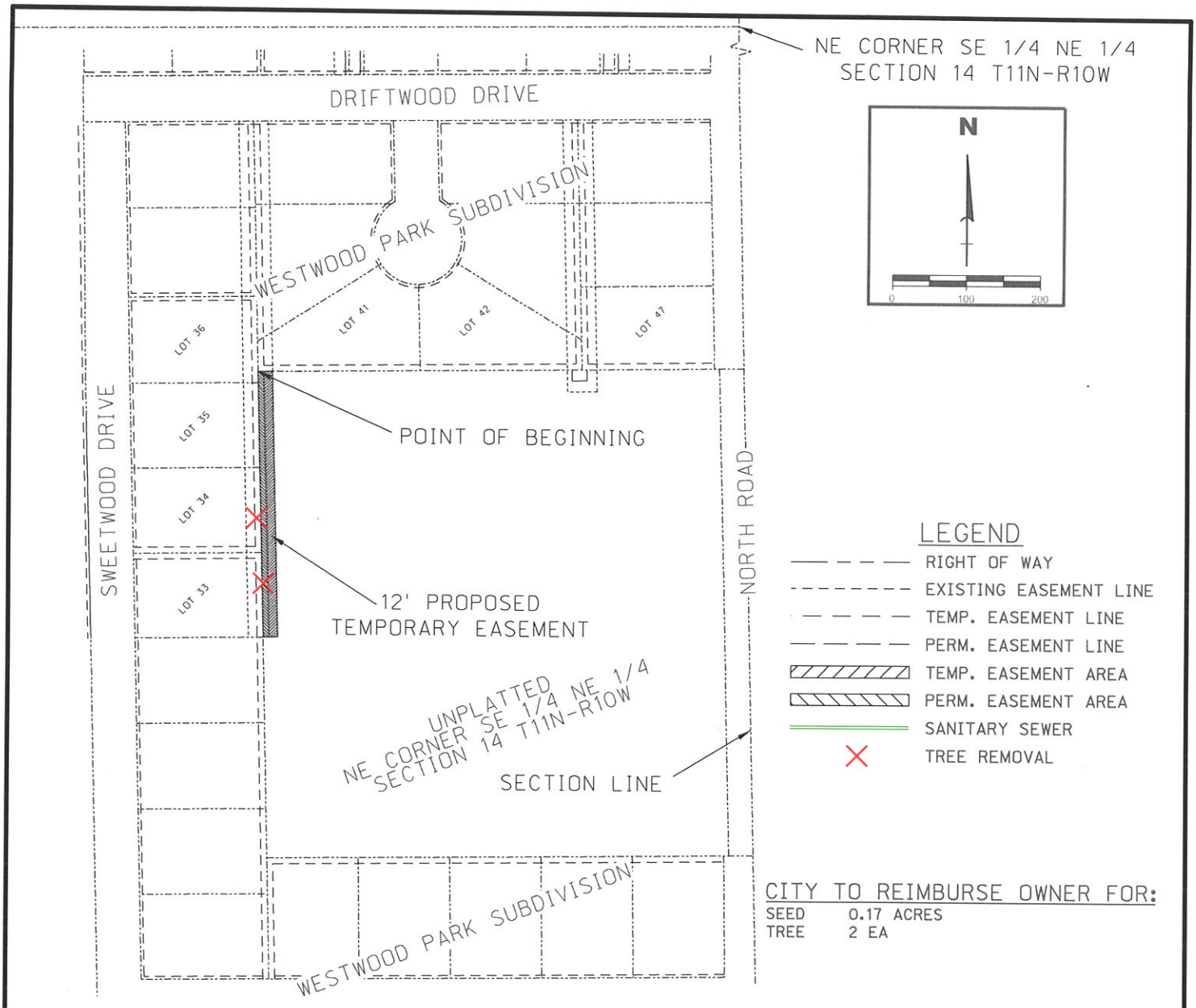
TEMPORARY CONSTRUCTION EASEMENT #8 DESCRIPTION

A 30 BY 40-FOOT-WIDE TEMPORARY UTILITY EASEMENT COMPRISING OF A PART OF PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, CONTAINING 900.000 SQUARE FEET MORE OR LESS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N 90°00 00 E, A DISTANCE OF TWENTY (20.00) FEET; THENCE S 00°00 00 E, A DISTANCE OF THIRTY (30.000) FEET; THENCE N 90°00 00 W, A DISTANCE OF FORTY (40.00) FEET; THENCE N 00°00 00 E, A DISTANCE OF THIRTY (30.00) FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00 00 E, A DISTANCE OF TWENTY (20.00) FEET TO THE POINT OF BEGINNING AND CONTAINING 1200.000 SQUARE FEET MORE OR LESS.

MINUS AN AREA COMMENCING AT THE SOUTHEAST CORNER OF LOT 42 WESTWOOD PARK SUBDIVISION, THENCE N 90°00'00"E, A DISTANCE OF SIX AND FIVE TENTHS (6.50') FEET; THENCE S 00°00'00"E, A DISTANCE OF FIFTEEN (15.00') FEET; THENCE N 90°00'00"W, A DISTANCE OF TWENTY (20.00') FEET; THENCE N 00°00'00"E, A DISTANCE OF FIFTEEN (15.00') FEET; THENCE ALONG THE SOUTH LINE LOT 42 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00'00" E, A DISTANCE OF THIRTEEN AND FIVE TENTHS (13.50') FEET TO THE POINT OF BEGINNING AND CONTAINING 300.000 SQUARE FEET MORE OR LESS.

EXHIBIT	PROJECT NO: 11908.02	PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers · scientists · planners
7	DRAWN BY: CTP		
	DATE: JUL. 2020		



CITY TO REIMBURSE OWNER FOR:

SEED	0.17 ACRES
TREE	2 EA

TEMPORARY CONSTRUCTION EASEMENT #9 DESCRIPTION

A 12-FOOT-WIDE TEMPORARY UTILITY EASEMENT COMPRISING OF A PART OF PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, CONTAINING 4338.000 SQUARE FEET MORE OR LESS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 41 WESTWOOD PARK SUBDIVISION, THENCE S 00°00 00 E A LONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00) FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S 90°00 00 E, A DISTANCE OF TWENTY (20.00) FEET; THENCE N 00°00 00 E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00) FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00 00 W, A DISTANCE OF TWENTY (20.00) FEET TO THE POINT OF BEGINNING CONTAINING 7234.00 SQUARE FEET MORE OR LESS.

MINUS AN AREA COMMENCING AT THE SOUTHWEST CORNER OF LOT 41 WESTWOOD PARK SUBDIVISION, THENCE S 00°00'00"E A LONG THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00') FEET TO THE SOUTHEAST CORNER OF LOT 33 WESTWOOD PARK SUBDIVISION; THENCE S 90°00'00"E, A DISTANCE OF EIGHT (8.00') FEET; THENCE N 00°00'00"E PARALLEL WITH THE EAST LINE OF WESTWOOD PARK SUBDIVISION, A DISTANCE OF THREE HUNDRED SIXTY TWO (362.00') FEET; THENCE ALONG THE SOUTH LINE OF LOT 41 WESTWOOD PARK SUBDIVISION ON A BEARING OF N 90°00'00"W, A DISTANCE OF EIGHT (8.00') FEET TO THE POINT OF BEGINNING CONTAINING 2896.000 SQUARE FEET MORE OR LESS.

EXHIBIT	PROJECT NO:	11908.02	PT S 1/2 NE 1/4 SECTION 14 TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA SANITARY SEWER DISTRICT 544 GRAND ISLAND, NEBRASKA	CITY OF GRAND ISLAND PUBLIC WORKS DEPARTMENT benesch engineers · scientists · planners
7A	DRAWN BY:	CTP		
	DATE:	JUL. 2020		

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-15

#2020-285 - Approving Final Plat and Subdivision Agreement for Brooklyn Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 10, 2020

Subject: Brooklyn Subdivision – Final Plat

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

Background

This property is located north of Capital Avenue west of St. Paul Road in Grand Island, Nebraska. (2 lots, 10.0986 acres). This property is zoned LLR – Large Lot Residential. A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4, SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska.

Discussion

The final plat for Brooklyn Subdivision were considered at the Regional Planning Commission at the June 3, 2020 meeting.

A motion was made by Randone and second by Nelson to approve the final plat for Brooklyn Subdivision.

The motion was carried with eight members voting in favor (Nelson, O'Neill, Ruge, Monter, Maurer, Rubio, Hendricksen and Randone) and no members voting no.

Alternatives

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

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

Recommendation

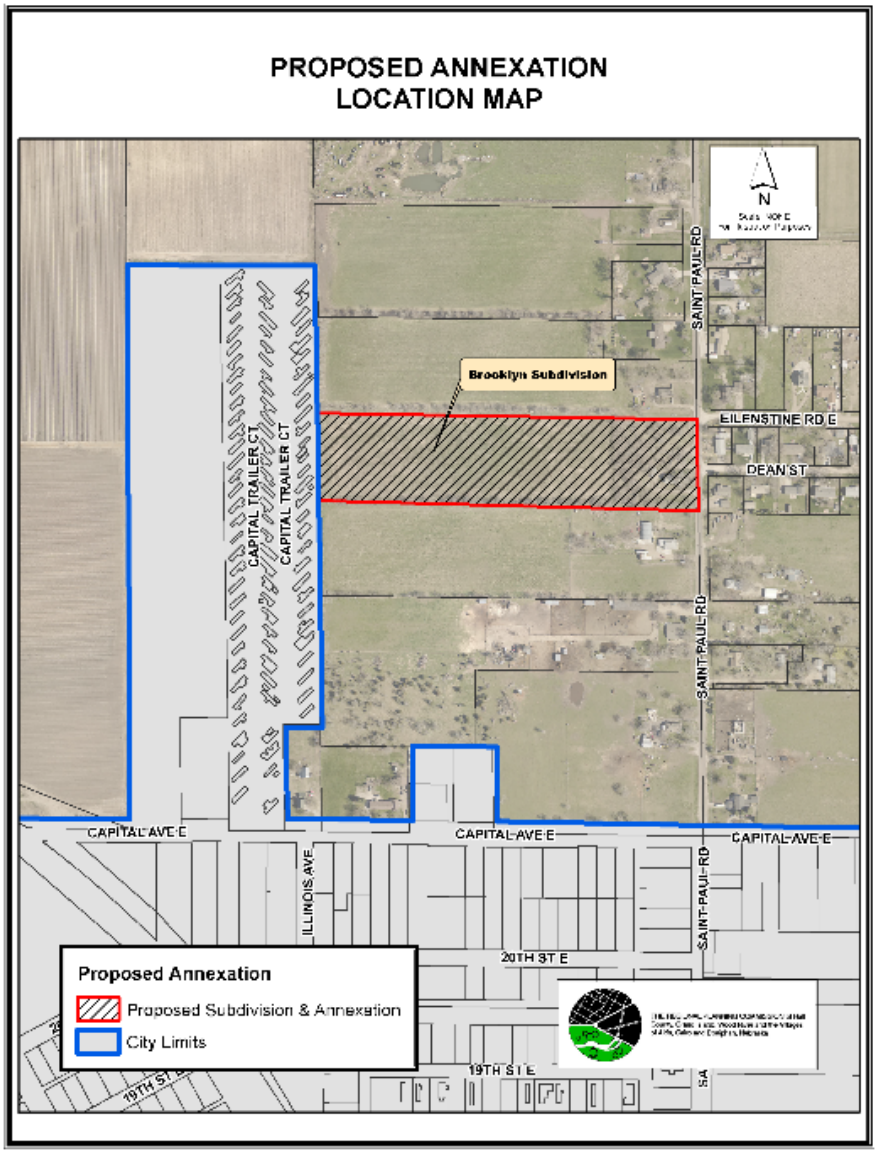
City Administration recommends that Council approve the final plat as presented.

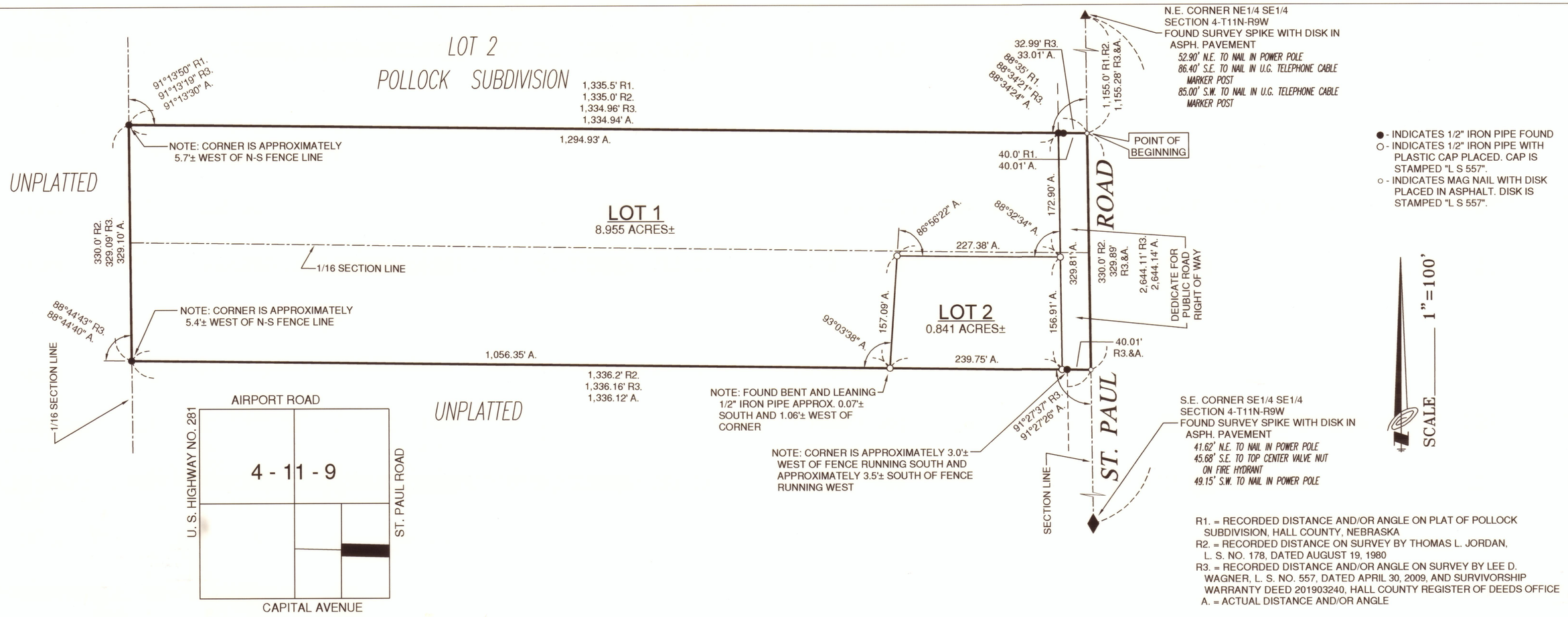
Sample Motion

Move to approve as recommended.

Developer/Owner
Gerald L. Pamela K. Dean
14 St. James Place
Grand Island, NE 68803

To create
Size: Final Plat 2 lots, 10.0986 Acres
Zoning: LLR Large Lot Residential
Road Access: Existing rural section county road (St. Paul Road)
Water: Private well water not available. Existing well for current home.
Sewer: Private Septic sewer not available. Existing septic for current home.





LEGAL DESCRIPTION

(Per Survivorship Warranty Deed No. 201903240, Hall County Register of Deeds Office)

A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point being One Thousand One Hundred Fifteen and Twenty Eight Hundredths (1,115.28) feet south of the northeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point also being the southeast corner of Pollock Subdivision; thence running southerly, along and upon the east line of of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and along and upon the east line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Eighty Nine Hundredths (329.89) feet; thence deflecting right 91°27'37" and running westerly, a distance of One Thousand Three Hundred Thirty Six and Sixteen Hundredths (1,336.16) feet to a point on the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4); thence deflecting right 88°44'43" and running northerly, along and upon the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), and along and upon the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Nine Hundredths (329.09) feet to the southwest corner of said Pollock Subdivision; thence deflecting right 91°13'19" and running easterly, along and upon the south line of said Pollock Subdivision, a distance of One Thousand Three Hundred Thirty Four and Ninety Six Hundredths (1,334.96) feet to the point of beginning.

Actual tract containing 10.099 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that on_____, 2020, I completed an accurate survey (made under my supervision) of "BROOKLYN SUBDIVISION", an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds as contained in said subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

_____

Lee D. Wagner, Registered Land Surveyor No. 557

BROOKLYN SUBDIVISION

AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

SHEET 1 OF 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Gerald L. Dean and Pamela K. Dean, husband and wife, being the owners of the land described hereon, have caused same to be subdivided, platted and designated as "BROOKLYN SUBDIVISION", an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby the streets as shown thereon, to the public for their use forever, and the easements, if any, for the location construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at Grand Island, Nebraska, this 1 day of June, 2020.

Gerald L. Dean

Pamela K. Dean

Pamela K. Dean

ACKNOWLEDGEMENT

State of Nebraska

ss

County of Hall

On the 1st day of June, 2020, before me, Elizabeth A Garduno, a Notary Public within and for said County, personally appeared Gerald L. Dean and Pamela K. Dean, husband and wife, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution thereof to be his and her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires 3-2-2021.

Elizabeth A Garduno

Notary Public

(SEAL)

GENERAL NOTARY - State of Nebraska
ELIZABETH A. GARDUNO
My Comm. Exp. March 2, 2021

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and the Villages of Alda, Cairo and Doniphan, Nebraska.

Chairman

6-3-2020

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2020.

Mayor

City Clerk

BROOKLYN SUBDIVISION

AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

SHEET 2 OF 2

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

BROOKLYN SUBDIVISION

557 Lots

In the City of Grand Island, Hall County Nebraska

The undersigned, Gerald L. and Pamela K. Dean, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows: Beginning at a point on the east line of said Northeast Quarter of the Southeast Quarter (NE1/4

SE1/4), said point being One Thousand One Hundred Fifteen and Twenty Eight Hundredths (1,115.28) feet south of the northeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point also being the southeast corner of Pollock Subdivision; thence running southerly, along and upon the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and along and upon the east line of of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Eighty Nine Hundredths (329.89) feet; thence deflecting right 91°27'37" and running westerly, a distance of One Thousand Three Hundred Thirty Six and Sixteen Hundredths (1,336.16) feet to a point on the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4); thence deflecting right 88°44'43" and running northerly, along and upon the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), and along and upon the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Nine Hundredths (329.09) feet to the southwest corner of said Pollock Subdivision, thence deflecting right 91°13'19" and running easterly, along and upon the south line of said Pollock Subdivision, a distance of One Thousand Three Hundred Thirty Four and Ninety Six Hundredths (1,334.96) feet to the point of beginning. Actual tract containing 10.099 acres, more or less.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as BROOKLYN SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said BROOKLYN SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving**. The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Saint Paul Road where it abuts the subdivision.

2. **Water**. Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage**. The Subdivider agrees to provide and maintain positive

drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Saint Paul Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

6. **Easements**. Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Engineering Data**. All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the

Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty**. The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as BROOKLYN SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns**. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2020.

GERALD L. AND PAMELA K. DEAN,
Subdivider

By: _____
Gerald L. Dean

By: _____
Pamela K. Dean

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gerald L. Dean and Pamela K. Dean, husband and wife, known personally to me to be the identical person(s) and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2020-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2020-285

WHEREAS know all men by these presents, that Gerald L. and Pamela K. Dean, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "BROOKLYN SUBDIVISION", a tract of land consisting of part of the southeast quarter (SE ¼) of Section four (4), Township eleven (11) north, range nine (9) west of the 6th P.M., in the jurisdiction of the City of Grand Island, Hall County Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of BROOKLYN SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-16

#2020-286 - Approving CDBG-CV Agreement with Heartland United Way

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 10, 2020

Subject: Approving Agreement CDBG #2019-6-CV with Heartland United Way

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID-19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified each Entitlement community, that 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. 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. The City of Grand was awarded $251,459.00 of CDBG-CV funds to implement or award to sub-grantees to implement programs that prepare, prevent or respond to COVID-19.

Discussion

The Community Development Division recommends awarding $44,459 of the CDBG-CV funds to the Heartland United Way to implement a Protect GI Coronavirus program. Heartland United Way will use these funds in order to provide Personal Protective Equipment, cleaning solutions and other necessary sanitizing items to local non-profits, churches and schools within the City of Grand Island, so that they may continue to provide necessary services within our community.

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 #2019-6-CV with Heartland United Way and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-6-CV with Heartland United Way.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10th day of November, 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 Forty Four Thousand, Four hundred and Fifty Nine Dollars and 00/100 ($44,459.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for cost associated with implementing protect GI program as submitted in the application for Community Development Block Grant Coronavirus (CDBG) funds dated (November 10, 2020) toward the goal of meeting an urgent need within Grand Island. The Sub-recipient's program will provide Personal Protective equipment, disinfectant and other supplies necessary to schools, non-profits or residents of Grand Island who are in need in order to Prepare, prevent or respond to the COVID-19 pandemic.

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

a. create Protect G.I. program

b. Provide services to households, school or non-profits within Grand Island who are in need of personal protective equipment and sanitation supplies.

c. Purchase any materials needed to implement the Protect G. I. program.

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:

Meet and Urgent Need

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 the Protect G. I. program that will continue for a minimum of 1 year. 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

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 2,000 people.

E. Project Description

Type of Project: Urgent Need
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2019-6-CV
Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $44,459.00

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 November 10, 2020 and November 10, 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 Forty Four Thousand, Four hundred and Fifty Nine Dollars and 00/100 ($44,459.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with the Protect G.I. 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 Forty Four Thousand, Four hundred and Fifty Nine Dollars and 00/100 ($44,459.00). 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		Heartland United Way	
ATTN: Community Development Division		Karen Rathke	
100 East First Street		1441 N Webb	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-382-2675
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.

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by

state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

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

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

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

service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open

competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City/Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

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

a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

others to use, the work or materials for governmental purposes.

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

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

Attest:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Heartland United Way

Date _____ By_____
Karen Rathke, President and CPO

Date _____ By _____
Board President

R E S O L U T I O N 2020-286

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; and

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

WHEREAS, The Heartland United Way's Protect GI program was identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan to be awarded $44,459.00 from said funds as set forth in the grant Agreement.

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 an agreement with Heartland United Way 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, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-17

#2020-287 - Approving CDBG-CV Agreement with YMCA

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 10, 2020

Subject: Approving Agreement CDBG #2019-4-CV with YMCA

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID-19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified each Entitlement community, that 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. 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. The City of Grand was awarded $251,459.00 of CDBG-CV funds to implement or award to sub-grantees to implement programs that prepare, prevent or respond to COVID-19.

Discussion

The Community Development Division recommends awarding $12,000 of the CDBG-CV funds to the YMCA to implement a Coronavirus Response program. YMCA will use these funds in order to provide safe and sanitary facilities for their daycare center, clients and vulnerable population groups that use the YMCA throughout the day. The YMCA will provide Masks to employees and clients as well as use funds to obtain cleaning supplies and sanitizers.

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 #2019-4-CV with YMCA and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-4-CV with the YMCA.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10th day of November, 2020 by and between the City of Grand Island ("City/Grantee,") and The YMCA ("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 YMCA shall use Twelve Thousand Dollars 00/100 ($12,000.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for cost associated with implementing the YMCA Coronavirus Response program as submitted in the application for Community Development Block Grant Coronavirus (CDBG-CV) funds dated (November 10, 2020) toward the goal of meeting an urgent need within Grand Island. The Sub-recipient’s program will provide Personal Protective equipment, disinfectant and other supplies necessary to clients and employees who enter or use their facility.

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

a. Provide a safe and sanitary space for Childcare other vulnerable populations such as elderly and disabled.

b. Provide personal protective equipment and sanitation supplies to clients and groups that use the YMCA facility.

c. Purchase any materials needed to implement the YMCA Coronavirus Response program.

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:

Meet and Urgent Need

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 the YMCA Coronavirus Response program that will continue for a minimum of 1 year. 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

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 1,000 people.

E. Project Description

Type of Project: Urgent Need
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2019-6-CV
Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $12,000.00

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 November 10, 2020 and November 10, 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 Twelve Thousand Dollars 00/100 ($12,000.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with the Protect G.I. 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 Twelve Thousand Dollars 00/100 ($12,000.00). 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		Sub-recipient:	
City of Grand Island		YMCA	
ATTN: Community Development Division		Cara Lemburg	
100 East First Street		221 E. Front Street	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-9622
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.

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. “Section 3” Clause

a. Compliance

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

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

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

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

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

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

Attest:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: YMCA

Date _____ By_____
Cara Lemburg, Executive Director

Date _____ By _____
Board President

R E S O L U T I O N 2020-287

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; and

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

WHEREAS, The YMCA's Coronavirus Response was identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan to be awarded $12,000.00 from said funds as set forth in Sub-recipient Agreement.

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 authorized to enter into an agreement with the YMCA 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, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-18

#2020-288 - Approving CDBG-CV Agreement with YWCA

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 10, 2020

Subject: Approving Agreement CDBG #2019-5-CV with YWCA

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID-19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified each Entitlement community, that 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. 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. The City of Grand was awarded $251,459.00 of CDBG-CV funds to implement or award to sub-grantees to implement programs that prepare, prevent or respond to COVID-19.

Discussion

The Community Development Division recommends awarding $30,000 of the CDBG-CV funds to The YWCA to implement the Women's Empowerment Center to women that are currently unemployed or lost job opportunities due to COVID-19. The program will consist of cohorts of up to 20 women completing a 4-week program that includes a variety of training options taught by staff and/or volunteers; training options will include (but are not limited to): cover letter and resume writing, interview skills, job market navigation, local educational opportunities, financial independence, community resources, confidence building, and stress management. While women are enrolled in the program they will be offered free childcare, have aid in finding or obtaining appropriate interview attire, and an individualized plan for transportation to and from work or programs. Graduates will also receive support from program staff for 3 months after completion.

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 #2019-5-CV with YWCA and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-5-CV with the YWCA.

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 YWCA. ("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 YWCA shall use Thirty thousand dollars and 00/100($30,000.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for cost associated with implementing a the new program known as Women's Empowerment Center 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 100 persons. Fifty-one percent (51%) of these services will be provided to persons of low income (below 80% of average medium income). The Women's Empowerment Center will provide women an opportunity to learn necessary skills to promote self- sufficiently through employment, educational attainment, and financial literacy.

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

a. create Women's Empowerment Center program

b. Provide programming to women who have lost employment and job opportunities due to the Cornonavirus 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 Women's Empowerment Center.

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 a Women's Empowerment Center 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 persons served. The Sub-recipient will benefit a minimum of 100 persons. 51 persons served must be low to moderate income (80 % AMI) and 49 persons may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2019-5-CV

Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $30,000.00

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 Thirty Thousand dollars &00/100 ($30,000.00) of Community Development Block Grant funds provided for the materials and space needed to complete a Women's Empowerment Center.

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 Thirty Thousand 00/100 Dollars ($30,000.00). 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		Sub-recipient:	
City of Grand Island		The YWCA	
ATTN: Community Development Division		Amy Bennett	
100 East First Street		211 E Fonner	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	(308)384-9922
Fax:	(308) 385-5488	Fax:	308-675-1237

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 (is) approved under this Agreement. Program income funds Should be held in a non-interest bearing account. If program income funds are held in an interest bearing account, any interest earned on the program income funds must be returned to the City/Grantee on a monthly basis. Receipt and expenditures of program income funds shall be reported, in writing, at the time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing any remaining grant funds.

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement (“Indenture”) with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub

recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and Improvements to, the property.

a) The Indenture of Restrictive Covenants shall terminate in the year Designated in the Restrictive Covenant according to the terms stated in Paragraph E above, based on the dollar amount of the funds granted, After the first day of the Compliance Period (such period being herein Referred to as the “Compliance Period” or the “Extended Use Period”):

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:
A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and
C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Sub recipient hereby agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in (42 USC 5309 (a)) are still

applicable. Sub-recipients shall comply with state and local civil rights laws proscribing housing discrimination based on sexual orientation or gender identity.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such

contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

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

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

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

economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the

Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 et seq. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and

the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

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

Attest:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Hope Harbor Inc.

Date _____ By_____
Liz Mayfield, Executive Director

Date _____ By _____
Board President

R E S O L U T I O N 2020-288

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; and

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

WHEREAS, The YWCA Women's Empowerment Center was identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan to be awarded $30,000 from said funds as set forth in Sub-recipient Agreement.

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 an agreement with The YWCA 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, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-19

#2020-289 - Approving CBDG-CV Agreement with Central Nebraska Community Action Partnership

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 10, 2020

Subject: Approving Agreement CDBG #2019-8-CV with Central Nebraska Community Action Partnership

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID-19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified each Entitlement community, that 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. 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. The City of Grand was awarded $251,459.00 of CDBG-CV funds to implement or award to sub-grantees to implement programs that prepare, prevent or respond to COVID-19.

Discussion

The Community Development Division recommends awarding $90,000 of the CDBG-CV funds to the Central Nebraska Community Action Partnership (CNCAP) to implement a GI CARES program. CNCAP will use these funds in order to aid low to moderate 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 and/or shut off of utilities.

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 #2019-8-CV with Central Nebraska Community Action Partnership and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-8-CV with the Central Nebraska Community Action Partnership.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10th day of November, 2020 by and between the City of Grand Island ("City/Grantee,") and The Central Nebraska Community Action Partnership ("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

Central Nebraska Community Action Partnership shall use Ninety Thousand Dollars and 00/100 ($90,000.00) 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 (November 10, 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 30 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 30 households. 16 households served must be low to moderate income (80 % AMI) and 14 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

Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $90,000.00

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 November 10, 2020 and November 10, 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 Ninety Thousand dollars &00/100 ($90,000.00) 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 Ninety Thousand 00/100 Dollars ($90,000.00). 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		Central Nebraska Community Action Partnership	
ATTN: Community Development Division		Keli Forney	
100 East First Street		2525 W. Old Lincoln Hwy	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-5500
Fax:	(308) 385-5488	Fax:	308-385-5504

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.

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such

contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

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

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

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

economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the

Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 et seq. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and

the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

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

Attest:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Central Nebraska Community Action Partnership

Date _____ By_____
Executive Director

R E S O L U T I O N 2020-289

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; and

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

WHEREAS, Central Nebraska Community Action Partnership's GI CARES program was identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan to be awarded $90,000.00 from said funds as set forth in grant agreement.

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 an agreement with Central Nebraska Community Action Partnership 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, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-20

#2020-290 - Approving Purchase of Two (2) 72" Cut Mowers for the Parks Division of the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 10, 2020

Subject: Purchase of Two (2) New 72" Cut Mowers for Parks Operations

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Parks Division budgeted this year to replace two mowers. The replacement equipment is necessary as the current units are over 20 years old and becoming less dependable. The new equipment will provide additional years of service to the Parks Division operation.

Discussion

The equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for the Parks Division. Turfwerks of Omaha, Nebraska submitted a bid for the equipment with no exceptions in the amount of $60,484.00. The purchase will be funded from capital account 41044401-85615.

Sourcewell Cooperative Buying Group Contract No. 161769
Two (2) Jacobson Turfcat Model 421200G01 72" Mowers $60,484.00

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 two (2) new 72" mowers from Turfwerks of Omaha, Nebraska. The total purchase price is $60,484.00.

Sample Motion

Move to approve the purchase of two (2) new mowers for the Parks Division in the amount of $60,484.00.

TurfVerks
PARTNERS IN GROWTH
Johnston, IA -- Oakdale, MN -- St. Louis, MO -- Omaha, NE

Equipment Order Request

Customer Name	Grand Island Parks Dept	**Date**	30-Sep-20
Account Number		**Ship Address**	
Contact Person	Barry Burrows	**City**	Grand Island
Phone Number		**State**	NE
Mobile Number	308.390.0330	**Zip Code**	
Fax Number		**Email Address**	bburrows@grand-island.com

PO Number X _____ **Salesman Number X** 18

Deliver Date X _____ **Special Terms X** _____

MODEL #	QTY	PRODUCT DESCRIPTION	List Price		Sourcewell Contract Price
421200G01	1	Jacobsen Turfcat, Premium seat, 25hp Kubota 4wd	$24,445.00		$ 18,090.00
69190	1	72" Rear discharge Hyd driven deck	$5,073.00		$ 3,755.00
4312287	1	ROPS glass cab, Heater, defrost fan, interior mirror,	$10,226.00		$ 7,600.00
		front wiper and washer, front work lights, 4-way			
		flashers/signals, rear weights			
4158841	1	Blade, 72 Inch RD Deck) Set of 3			$ 85.00
4242522	1	Front tire and rim			$ 485.00
4236061	1	Rear tire			$ 152.00
4236021	1	Rear rim			$ 75.00
421200G01	1	Jacobsen Turfcat, Premium seat, 25hp Kubota 4wd	$24,445.00		$ 18,090.00
69190	1	72" Rear discharge Hyd driven deck	$5,073.00		$ 3,755.00
4312287	1	ROPS glass cab, Heater, defrost fan, interior mirror,	$10,226.00		$ 7,600.00
		front wiper and washer, front work lights, 4-way			
		flashers/signals, rear weights			
4158841	1	Blade, 72 Inch RD Deck) Set of 3			$ 85.00
4242522	1	Front tire and rim			$ 485.00
4236061	1	Rear tire			$ 152.00
4236021	1	Rear rim			$ 75.00
		This pricing is per Sourcewell National Contract			
		City of Grand Island Parks member Number is:			
		161769. Your discount is 26% off list.			
			Subtotal		$ 60,484.00
			Sales Tax		$ -
			TOTAL		$ 60,484.00

Notes

JACOBSEN TURFCO Smithco PROGRESSIVE TURF EQUIPMENT INC. The Better Built Choice YANMAR

R E S O L U T I O N 2020-290

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for two (2) new 72" cut mowers in the 2020/2021 fiscal year; and

WHEREAS, said mowers, two (2) new Jacobson Turfcat Model 421200G01 can be obtained through the Sourcewell Cooperative Buying Group Contract holder Turfwerks; and

WHEREAS, purchasing the mowers through the Sourcewell Cooperative Buying Group Contract No. 161769 meets all statutory bidding requirements; and

WHEREAS, the funding for such mowers is provided in the 2020-2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of two (2) new 72" cut mowers in the total amount of $60,484.00 through the Sourcewell Cooperative Buying Group Contract holder Turfwerks of Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-21

#2020-291 - Approving Purchase of One (1) 11' Cut Mower for the Parks Division of the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 10, 2020

Subject: Purchase of One (1) New 11' Cut Mower for Parks Operations

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Parks Division budgeted this year to replace three older mowers with one new 11' cut mower. The replacement equipment is necessary as the current units have over 4,000+ operating hours each and becoming less dependable. The new equipment will provide additional years of service to the Parks Division operation and increase staff efficiency.

Discussion

The equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for the Parks Division. Midwest Turf and Irrigation of Omaha, Nebraska submitted a bid for the equipment with no exceptions in the amount of $85,963.70. The purchase will be funded from capital account 41044401-85615.

Sourcewell Cooperative Buying Group Contract No. 161769
One (1) 11' Cut Mower $85,963.70

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 one (1) new 11' cut mower from Midwest Turf and Irrigation of Omaha, Nebraska. The total purchase price is $85,963.70.

Sample Motion

Move to approve the purchase of one (1) new mower for the Parks Division in the amount of $85,963.70.

MIDWEST EST. 1980
TURF & IRRIGATION

TORO. Count on it.

10/02/2020

Barry Burrows

City of Grand Island Parks
, Nebraska United States

Dear Barry Burrows,

Thank you for your interest in Midwest Turf & Irrigation, Inc.. Per your request, I am pleased to submit this proposal.

Qty	Model	Description	MSRP	Sourcewell Pricing
1	30636	Groundsmaster 4010-D (T4)	$103,991.00	
1	30422	Leaf Mulching Kit	$1,600.00	
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	$1,464.40	
1	30691	Lights Adapter Kit	$214.00	
1	138-3002	Power Harness Kit	$88.87	
1	122-0729	Wire Harness	$427.67	
1	31311	Windshield Wiper kit	$587.00	
1	30706	North American Road Light Kit	$593.00	
7	117-2722	Standard Blade Kit	$129.21	
1	119-8313	Front Tire	$133.23	
1	136-4391	Front Rim	$242.53	
2	5108	Valve Stem	$6.58	
1	120-8910	Rear Tire	$106.84	
1	120-8909	Rear Rim	$133.95	
			$109,718.28	**$85,963.70**

Tax Not Included

All pricing is valid for thirty (30) days.

Time of delivery may vary; please check when placing order.

If you have any questions; please don't hesitate to call.

Sincerely,

Quote ID: Q56993 1

R E S O L U T I O N 2020-291

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) new 11' cut mower in the 2020/2021 fiscal year; and

WHEREAS, said mower, one (1) new Groundsmaster 4010-D Model 30636 can be obtained through the Sourcewell Cooperative Buying Group Contract holder Midwest Turf & Irrigation; and

WHEREAS, purchasing the mower through the Sourcewell Cooperative Buying Group Contract No. 161769 meets all statutory bidding requirements; and

WHEREAS, the funding for such mower is provided in the 2020-2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new 11' cut mower in the total amount of $85,963.70 through the Sourcewell Cooperative Buying Group Contract holder Midwest Turf & Irrigation of Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item G-22

#2020-292 - Approving Purchase of a New Dump Truck for the Parks Division of the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 10, 2020

Subject: Purchase of One (1) New Dump Truck for Parks Operations

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The Parks Division budgeted this year to replace a 1992 dump truck. The replacement truck is necessary as the current unit has rusting concerns, limited capacity, and is becoming less dependable. The new equipment will provide additional years of service to the Parks Division operation and be easier for staff to operate. The new truck will haul woodchips, dirt, tree branches, gravel, sand, logs, and clear snow during the winter. If no other City divisions are interested in the older truck it will be placed on auction.

Discussion

The equipment specifications awarded under the Sourcewell Cooperative Buying Group contract meet the requirements for the Parks Division. Hansen International Truck, Inc. of Grand Island, Nebraska submitted a bid for the equipment with no exceptions in the amount of $84,326.00. The purchase will be funded from capital account 41044401-85625.

Sourcewell Cooperative Buying Group Contract No. 161769
One (1) 2020 CV515 4x4 International Dump Truck: $84,326.00

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 one (1) new dump truck from Hansen International Truck, Inc. of Grand Island, Nebraska. The total purchase price is $84,326.00.

Sample Motion

Move to approve the purchase of one (1) new dump truck for the Parks Division in the amount of $84,326.00.

Somewhat #1
161769

INTERNATIONAL®

October 15, 2020

Prepared For:
CITY OF GRAND ISLAND
Barry Burrows
100 E 1st St.
Grand Island, NE 68801-6023
(308)385 - 5322
Reference ID: N/A

Presented By:
HANSEN INT'L TRUCK INC
Jeff A Price
3354 STOLLEY PARK ROAD
GRAND ISLAND NE 68803 -
(308)382-2400

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2020 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 22500. Calc. GVWR: 22500 Calc. Start / Grade Ability: 36.31% / 2.44% @ 55 MPH Calc. Geared Speed: 102.5 MPH
DIMENSION:	Wheelbase: 219.00, CA: 137.80, Axle to Frame: 75.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
TIRE, REAR:	(4) 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
CV51500	Base Chassis, Model CV515 SFA with 219.00 Wheelbase, 137.80 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANB	AXLE CONFIGURATION {Navistar} 4x4 Notes : Pricing may change if axle configuration is changed.
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LRZ	BUMPER, FRONT Contoured, Steel, Painted Black
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)
1WND	AF RANGE 50" (128cm) Through and Including 75" (190cm)
2EWA	AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
2WLC	AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
3AJN	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers
4240	BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes
4GBJ	BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted
4XCU	BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity
4XCV	BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CBG	STEERING WHEEL 4-Spoke; 15" Dia., Black
5PSS	STEERING GEAR {Bosch S2 8014 Plus} Power
6DHD	DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4
7BLL	EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine
7XAA	MANUAL REGEN Capability
8002	ELECTRICAL SYSTEM 12-Volt for CV Model Includes : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

Code	Description
	: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever
8GJA	ALTERNATOR {Denso SC2} Brush Type, 12 Volt, 150 Amp Capacity
8HBW	TRAILER BRAKE CONTROL Integrated
8HXV	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Crew Cab at Left Frame; Includes One Sealed Connector for Separate Ground/Backup/Left and Right Hand Turn, Left and Right Hand Tail/Stop/ Accessory Power and Combined for Left and Right Hand Stop/Turn
8MVZ	BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1100CCA Total, Top Threaded Stud
8RNN	RADIO AM/FM/USB Input/Auxiliary Input/SD Card Slot, with 4.2" Color Touch Panel Display
8RNT	SPEAKERS (4)
8RNY	CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System
8TRA	TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8TUL	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light
8VAY	HORN, ELECTRIC Disc Style
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab
8XJN	HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab
8XJW	STARTING MOTOR 12 Volt
9AAB	LOGOS EXTERIOR Model Badges
9HBZ	GRILLE Molded in Dark Gray
9HCU	RADIATOR STONE GUARD Mounted to Front Bumper
9WAC	BUG SCREEN Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
9WBS	FENDER EXTENSIONS Molded in Black
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
10XAX	GVWR WEIGHT CLASSIFICATION Class 6 (19,501-26,000 lbs)
12GAG	ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max) Includes : GLOW PLUG Automatic with Indicator Light : OIL FILTER, ENGINE Spin-On Type
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled

Code	Description
12VGC	AIR CLEANER Single Element, with Water Separator
12VHV	FEDERAL EMISSIONS {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2021
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control
12WUU	GOVERNOR Electronic Road Speed Type; with 75 MPH Default
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBL	BLOCK HEATER, ENGINE 120V/800W
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
13AXS	TRANSMISSION, AUTOMATIC {Allison 2750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
13TLP	TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control
	Notes : Transfer Case Includes 40W Synthetic Lube
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14897	DIFFERENTIAL, LOCKING Torque Proportioning Limited Slip
14AJE	AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30
14SAE	SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs
14WAP	SHOCK ABSORBERS, REAR (2)
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
15SZP	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 25 US Gal (95L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Forward of Rear Axle
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab
16030	CAB Conventional, Day Cab
	Includes : CAB DOOR LOCKS Power Door Locks All Doors : DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console : READING LIGHT, CAB Located in Overhead Console : STEP (2) One Per Door : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16ACA	MIRROR, INSIDE REAR VIEW Omit
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint
16CEM	COLOR, INTERIOR Dark Ash
16HCT	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information

Code	Description
16KVS	SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar
16LVR	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline
16SPS	MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : SUN VISOR (2) Vinyl
16WAK	WINDOW, POWER (2) in Left and Right Doors
16XCP	AIR BAG, FRONT, DRIVER SIDE
16XCR	AIR BAG, FRONT, PASSENGER SIDE
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides
16XZA	AIR CONDITIONER with Heater, Single Zone
27DTX	WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTX	WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7779445428	(2) TIRE, FRONT 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
7779445428	(4) TIRE, REAR 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
	Services Section:
40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A
	16' Dump Body to be installed at LCL Equipment.
	Front To Back Tarp

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$63,062.00	
Service Items	$0.00	
Total Factory List Price Including Options:		$63,062.00
Total Goods Purchased:		$25,300.00
Freight	$1,595.00	
Total Freight:		$1,595.00
Total Factory List Price Including Freight:		$89,957.00
Less Customer Allowance:		($5,631.00)
Total Vehicle Price:		$84,326.00
Total Sale Price:		$84,326.00
Total Per Vehicle Sales Price:		$84,326.00
Net Sales Price:		$84,326.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

R E S O L U T I O N 2020-292

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) new Dump Truck in the 2020/2021 fiscal year; and

WHEREAS, said Dump Truck, one (1) new 2020 CV515 4x4 International Dump Truck can be obtained through the Sourcewell Cooperative Buying Group Contract holder Hansen International; and

WHEREAS, purchasing the dump truck through the Sourcewell Cooperative Buying Group Contract No. 161769 meets all statutory bidding requirements; and

WHEREAS, the funding for such dump truck is provided in the 2020-2021 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new 2020 CV515 4x4 International Dump Truck in the total amount of $84,326.00 through the Sourcewell Cooperative Buying Group Contract holder Hansen International of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020

Council Session

Item I-1

#2020-293 - Approving Request for Qualifications for JBS Trail Expansion for the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: November 10, 2020

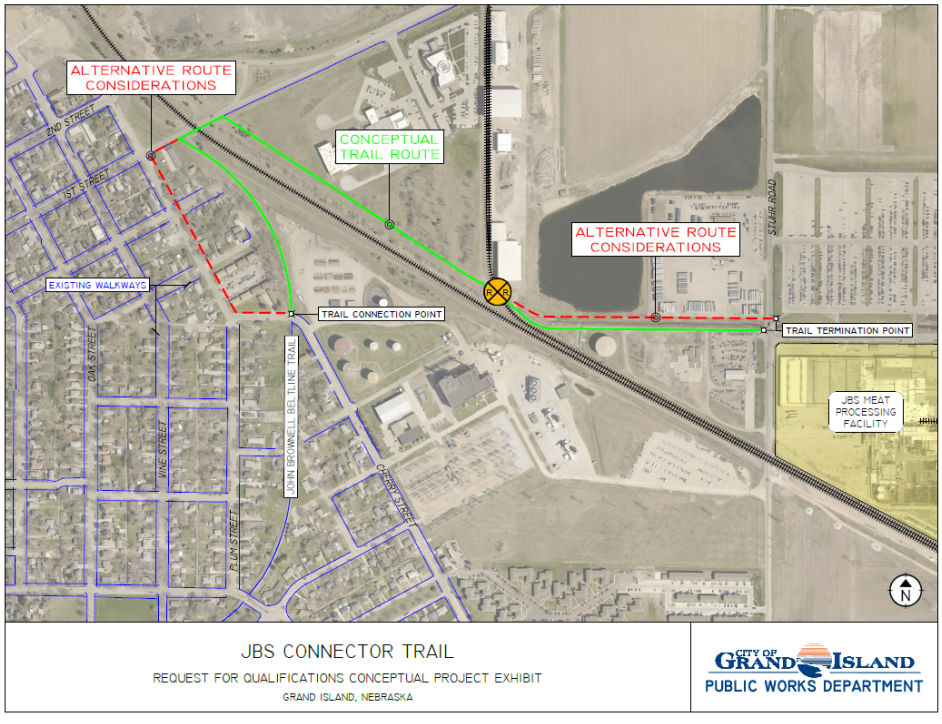
Subject: Approve Design Services for JBS Trail Expansion

Presenter: Todd McCoy, Parks and Recreation Director

Background

JBS donated $1,000,000 to the City of Grand Island to build a new playground at the Veteran's Sports Complex and extend the existing beltline hike/bike trail system. The funding for this project comes from a recent JBS Hometown Strong initiative to support local communities.

The John Brownell Beltline Trail currently ends at Cherry Street in east Grand Island. The proposed new 10' wide concrete trail will be approximately one mile extending the existing trail east and ending at the JBS plant. The trail extension project is listed as a Phase I "Priority Trail" in the recent Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan because of its added safety, connectivity, and anticipated high use. The estimated cost of the project is $550,000 - $650,000.



Discussion

The City advertised a Request for Qualifications (RFQ) for firms to design the expansion of the JBS connection trail.

Four RFQ's were received to design the trail expansion project.

Alfred Benesch & Company, Grand Island, NE
Leo A Daly, Omaha, NE
JEO, Grand Island, NE
Olsson, Grand Island, NE

Staff recommends contracting Alfred Benesch & Company for design services, preparing construction documents, and provide construction management for the project. Benesch was selected based on the criteria of approach, experience, resume of staff, schedule, and value. The contract amount is $98,849.00. Design services will be paid with the JBS donation.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the agreement with Alfred Benesch & Company of Grand Island, Nebraska for design services, prepare construction documents, and provide construction management for the JBS connection trail.

Sample Motion

Move to approve the agreement with Alfred Benesch & Company for design services, prepare construction documents, and provide construction management of the JBS trail expansion project for a total contract amount of $98,849.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

REQUEST FOR PROPOSAL
FOR 2021 CAPITAL IMPROVEMENT PROJECTS

RFP DUE DATE:	**September 24, 2020 at 4:15 p.m.**
DEPARTMENT:	**Public Works**
PUBLICATION DATE:	**September 3, 2020**
NO. POTENTIAL BIDDERS:	**16**

PROPOSALS RECEIVED

JEO Consulting Group
Grand Island, NE

HDR
Des Moines, IA

Leo A Daly
Omaha, NE

Benesch
Grand Island, NE

Olsson, Inc.
Lincoln, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina DeLosh, Admin. Asst. PW
Patrick Brown, Finance Director
Keith Kurz, Asst. Public Works Director

P2230

CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island	Project Name	City of Grand Island
Address	City Hall, 100 East First Street		JBS Connector Trail
	Grand Island, NE 68802		
		Project Location	Grand Island, NE
			Beltline Trail Head to JBS Parkin Lot
Telephone	308-385-5444		
Client Contact	Todd McCoy	Consultant PM	Terry Brown
Client Job No.		Consultant Job No.	

This Agreement is made by and between City of Grand Island, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

Scope of Work

Fee Estimate

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- ☒ Attachment A: Scope of Services and Fee Estimate
- ☒ Attachment B: Schedule of Unit Rates
- ☐ Attachment C: _____

or

- ☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- ☐ By Lump Sum: $_____.
- ☒ By Time and Materials: $98,849.
- ☐ By Other Payment Method (See Attachment _____): $_____.
- ☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT	**ALFRED BENESCH & COMPANY**
BY: _____	BY: _____
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: Anthony Dirks
TITLE: _____	TITLE: Senior Vice President
DATE: _____, 2020	DATE: Nov _____, 2020
	BENESCH OFFICE: Lincoln
	ADDRESS: 825 M Street, Suite 100
	Lincoln, NE 68508

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the “Standard of Care”). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant’s services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or $50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices
Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation
For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings
Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability
If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution
If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity
Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law
This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Nebraska.

6.8 Entire Agreement
This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

ATTACHMENT A
Scope of Services

JBS Connector Trail

TASK 1. Design

a. Project Management

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work. The PM will work closely with the Public Works Parks and Recreation Department to streamline the trail project delivery.

b. Topographic Survey

Benesch will complete a legal ownership research for the adjacent landowners along the proposed trail routes. Benesch will then perform the necessary topographic ground survey to confirm horizontal and vertical control, confirmation of section and property corners and general topographic survey within the ROW and easement areas along the proposed trail alignment. A topographic survey will be performed using the latest GPS technology. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. Benesch shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the Hall County LTE using known land survey monuments provided by the City of Grand Island. Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Grand Island projects in the area can be done for “design-fit” confirmation. Benesch will survey section corners in order to assemble the geometry to create the right-of-way drawings and confirm any locations already established by the City of Grand Island. Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. Benesch will add a disclaimer to the drawings with respect to the undetermined location of underground utilities. Benesch will add additional information to the established base map from the City of Grand Island using any new topographic survey data.

c. Conceptual Design

Benesch will begin by utilizing the property ownership researched in the topographic survey to assist in the route selection. Benesch will utilize existing GIS data to do conceptual designs of the trail and lighting. Benesch will provide conceptual designs for alternative analysis to provide a mechanism to select the alternative with the best performance, most acceptance and reasonable cost. One preferred route will be moved forward for final design.

d. Geotechnical Evaluation

It is expected up to four (4) soil test borings will be taken with the project at locations within the proposed trail alignment area. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. If traffic control is required, it would be provided by the City. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual.

The borings will be located along the trail alignment where cut of fill is expected for construction of the trail. Each boring will be drilled to a maximum depth of 10 feet below the existing ground surface. Shelby tube samples will be taken beneath the existing topsoil and Standard Penetration tests will be performed at 5-foot increments to the base of each boring. Laboratory testing will be performed to assist with classification and consistency of subgrade materials. Benesch shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing the subgrade preparation and determination of the pavement section for the project. Benesch shall prepare and submit an electronic copy of the geotechnical report to the City Project Manager for review.

e. Preliminary Design (50%+)

Benesch will design the trail and lighting. Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. Design is assumed to be at least 50% complete that gives the City a reliable cost assurance of the scope of the project. Plan sheets to be included in the Preliminary submittal include the following:

- Title Sheet
- Existing Topographic Conditions
- Preliminary Trail Plan and Profiles
- Details
- Preliminary Lighting Plan
- Preliminary Right-of-Way

f. Cost Estimates

Benesch shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Construction, and Construction Engineering on the appropriate forms. Cost Estimates will be provided at the conceptual, 50% design and 90-100% design.

g. Row and Public Involvement

Benesch will participate in ROW and public involvement meetings. Benesch will work closely with the City staff to provide project and easement information to the affected property owners. Benesch to utilize the City's Project Manager to assist with property owner communications.

h. Final Design

Benesch will finalize the plan/profile construction plans and specifications. Benesch shall prepare project base files and plan sheets following the standard layout appearance of City of Grand Island documents. Design and a reliable cost estimate of overall construction costs for this project. Benesch will develop a storm water pollution prevention plan and a Notice of Intent to discharge storm water from a construction site for submittal to the Nebraska Department of environmental Quality. Benesch will provide the easement exhibits and collaborate with City staff to obtain the remaining paperwork and signatures needed. Plan sheets to be included in the final submittal include the following:

- Title Sheet
- Existing Topographic Conditions
- Proposed Trail Plan and Profiles
- Details
- Lighting Plan
- Right-of-Way/Easements
- SWPPP

i. Bidding Phase

Benesch will participate in the bidding phase. Benesch will provide project information and reply to contractor questions and provide addendum(s) if necessary.

Task 1 services would start upon NTP and is assumed to be Nov 2020. Completion of Task 1 is estimated at approximately March of 2021.

TASK 2. Construction Phase Services

General Construction Project Management, Staking, Inspection, Material Testing and Closeout Services

a. Project Management Tasks

i. Project Files
- Set up, utilize and maintain appropriate project files related to the project with an electronic file system. Included in the files will be all project correspondence, change orders, meeting minutes, contracts, plans and specifications, traffic control plans (if applicable), RFIs, material certifications, test reports, inspector's Daily Reports and project schedule.

ii. Shop Drawing Submittal Review
- Responsible for logging in, reviewing, commenting and approving Contractor submitted Shop Drawings related to the project.

iii. Schedule and conduct a pre-construction meeting.

iv. Contractor Payments
- Unless otherwise scheduled by the City's Project Manager or Contractor, monitor by infrequent site visits that the work associated with a payment request by the Contractor is accurate and complete. The generation of progress payments to the Contractor will be completed by the Contractor for approval by Benesch.

v. Construction Contract Change Orders and Work Change Directives
- Prepare Contract Change Orders (modifications) and Work Change Directives associated with the project for the City Project Manager's approval.

vi. Correspondence
- Provide the following correspondence for the City's records:
  - Weekly project-based construction testing results and status reports of construction progress by Monday morning the following week.
  - Contractor progress estimates.
  - Change Orders (Contract Modifications).

b. Construction Staking Tasks

i. Stake limits of construction throughout project where deemed necessary to delineate restrictions on contractor operations.

ii. Mark removals including pavement removal limits. Stake right-of-way and construction easements where deemed necessary to delineate restrictions on contractor operations.

iii. Provide slope stakes for grading and paving.

iv. Provide staking for electrical and lighting.

Other services mutually agreeable to all parties may be added upon request. Any damage to stakes by the contractor will be charged directly to the contractor.

c. Project Inspection & Observation Tasks

Benesch or their sub-consultant will observe and verify construction compliance with contract documents for critical items such as embankment, bedding, backfill, subgrade prep and paving with visual inspection and/or material testing before the work is "covered up". Limited observation will be provided during non-critical activities such as excavation, removals,

reinforcing steel placement, forming, etc. This list is not inclusive of all tasks or inspections that will be completed by Benesch or their sub-consultant. Benesch will work closely with the City to adjust inspection hours as necessary to accommodate the Contractor's schedule and progress.

i. Document pre-construction conditions of the project site with photos for comparison and any dispute resolution during and/or after construction.
ii. Document all inspections in the field by photos, measurements, computations and/or observations as logged within the Inspector's Daily Reports (IDRs).
iii. Prepare and keep detailed notes, records of quantities of pay items used in the work, test results, certifications, or basis of acceptance of these materials, and a record of the contractor's operations.
iv. Coordinate with the Contractor to discuss work performed when not on-site for proper documentation and inclusion in the IDRs.
v. Provide random/periodic review compliance of traffic control maintenance throughout the duration of the project, if necessary. Specifically, at the beginning, phase changes, storm events and end of the project. Benesch will report any known deficiencies but is not responsible for part/full time inspection unless approved by written request of the City Project Manager.
vi. Verify that materials sources incorporated into the project are on the latest version of the City and/or NDOT Approved Products List.
vii. Participate in Contractor led progress meetings every two weeks using agreed on agenda format.
viii. Consult with the City Project Manager regarding project changes, utility conflicts, change authorizations and change orders.
ix. Observe plan profiles are constructed accurately and conduct consultation with City Project Manager regarding deviations.
x. Observe any manholes needing raised to grade per standard City details.
xi. Randomly observe pavement sawing and removals throughout construction.
xii. Observe backfilling of trenches, manholes, pipes, culverts and appurtenances and concrete placement.
xiii. Observe concrete placement, erosion control installation and seeding placement.

Inform and verify field modifications with the City's Project Manager prior to authorization of work.

d. Material Testing Tasks

Benesch or their sub-consultant will provide, perform, or otherwise coordinate material sampling and testing services in accordance with the City of Grand Island standard procedures. The following list identifies the testing assumed to be required along with the frequency expected and included in this scope of work. Additional testing may be provided in addition to or in place of those tests listed below. Benesch will notify and gain prior approval from the City if additional testing is required that may exceed the fee identified for these services.

i. Grading Operations – Excavation and embankment construction will be tested to verify compliance with compaction requirements for each lift of material.
    a. Assumes Testing Frequency of 1-Test/12-inch lift/10,000 square foot.
    b. Assumes10 tests for the length of the project.
    c. This material testing is completed by the hour by a field engineer/technician.

ii. Subgrade Operations – Subgrade construction will be tested to verify compliance with compaction requirements prior to paving.
    a. Assumes Testing Frequency of 1-Test/300 feet/10-foot trail
    b. Assumes 20 tests for the project.
    c. This material testing is completed by the hour by a field engineer/technician.
iii. Concrete Sampling - This will include taking concrete truck tickets, completing concrete air tests, fabricating concrete cylinders, delivery of concrete cylinders to the laboratory and compression testing.

a. Assumes Testing Frequency of 1-Test/300 lf or 1-Test/Pour/Day at 3-Cylinders/Test.(10 sets of 3 for paving)
b. Assumes concrete tests on the project at 30 Cylinders.
c. This material testing is completed by a per cylinder test method by a field engineer/technician.

e. Project Closeout Tasks

Upon notice of completion by the Contractor, Benesch will field measure and prepare final summaries for all applicable items of work. The City's Project Manager will review the project records prior to the submission of a final pay estimate for the project. Benesch will also prepare and submit the Final Pay Estimate and records associated with the project. The final records will be printed and submitted as an electronic version of all the project records. Tasks to be completed during the project closeout include:

i. Document "punch list" items and follow-up on resolution of nonconforming work prior to authorizing final payment.
ii. Prepare necessary correspondence to the Contractor related to punch list and project completion.
iii. Conduct project walk through with the City and the Contractor to determine and document substantial completion.
iv. Benesch will prepare the record drawings and will coordinate with the Construction Contractor for additional information or clarifications needed to complete the documents. These documents will have handwritten changes and clarifications in red pen. These documents will not be signed and sealed by an Engineer. An electronic AutoCAD base file will be provided with the plan submittal.
v. Provide timely project closeout documentation upon final acceptance of the project.
vi. Deliverables
- Meeting minutes.
- Inspector Daily Reports (IDR).
- Project photo log.
- Project material testing results.
- Pressure testing and bacteriological testing records provided by the City and Contractor.
- Documentation of punch list items and resolution with associated correspondence.
- Declaration of substantial and final completion.
- Record drawings.
- Record AutoCAD base files.
- An electronic submittal that includes all project documentation listed in this section of all project files.

vii. Complete a project debriefing with City.

f. Excluded Services

i. Additional Design services.
ii. Daily Inspection and Enforcement of traffic control plans and maintenance.
iii. Utility coordination for the Contractor.
iv. Undertaking any of the responsibilities of the Contractor.
v. Giving direction to the Contractor by dictating means, methods, techniques, sequence or procedures of construction.

SCHEDULE

Benesch shall provide the services stated above in accordance with a schedule set forth below:

Benesch will complete construction management and inspection services as listed in subsection one (1) above. The inspection duration for this contract shall be based on 40 Working Days, 8

Weeks and Assumes Monday thru Friday Construction Days at 8 Hours/Day including field inspection, testing, bookwork/reports and travel per the City of Grand Island Contract with the Construction Contractor. Project close-out documents shall be completed within sixty (60) calendar days of final acceptance of the project by all parties.

Fee Estimate
Engineering Design Services
JBS Connector Trail - Grand Island, NE

Description	Estimated Quantity	Unit Price	Amount
Design			
a. Project Management			
Senior Project Manager	24 hr.	$ 177.00 /hr.	$ 4,248.00
Progress Meetings	4 hr.	$ 177.00 hr	$ 708.00
b. Topographic Survey			
Senior Project Manager	4 hr	$ 177.00 hr	$ 708.00
Registered Land Surveyor (RLS)	16 hr	$ 131.00 hr	$ 2,096.00
Party Chief	24 hr	$ 115.00 hr	$ 2,760.00
Designer 1	24 hr	$ 98.00 hr	$ 2,352.00
Vehicle and field expenses			$ 500.00
c. Conceptual Design			
Senior Project Manager	4 hr.	$ 117.00 hr	$ 468.00
Project Engineer I	8 hr	$ 115.00 hr	$ 920.00
Traffic Engineer	2 hr	$ 177.00 hr.	$ 354.00
ITE LIghting Sub Consultant			$ 1,000.00
d. Geotechnical Evaluation			
Data Research (Project Scientist II)	10 hr.	$ 82.00 ea.	$ 820.00
Design Recommendations/Report (Design Engineer II)	24 hr.	$ 108.00 ea.	$ 2,592.00
Drilling, Testing, Expenses O'Malley Sub consultant			$ 1,100.00
Vehicle and field & lab expenses			$ 500.00
e. Preliminary Design (50% +)			
Senior Project Manager	8 hr.	$ 177.00 /hr.	$ 1,416.00
Project Engineer I	40 hr.	$ 115.00 /hr.	$ 4,600.00
Designer I	8 hr.	$ 98.00 hr	$ 784.00
ITE LIghting Sub Consultant			$ 1,500.00
f. Cost Estimates			
Senior Project Manager	2 hr.	$ 177.00 /hr.	$ 354.00
Project Engineer I1	4 hr.	$ 115.00 /hr.	$ 460.00
Designer I	4 hr.	$ 98.00 hr	$ 392.00
g. ROW and Public Involvement			
Senior Project Manager	8 hr.	$ 177.00 /hr.	$ 1,416.00
Senio Surveyor (RLS)	8 hr.	$ 131.00 /hr.	$ 1,048.00
Designer I	8 hr.	$ 98.00 hr	$ 784.00
h. Final Design			
Senior Project Manager	4 hr.	$ 177.00 /hr.	$ 708.00
Project Engineer I	40 hr.	$ 115.00 /hr.	$ 4,600.00
Designer 1	40 hr.	$ 98.00 hr	$ 3,920.00
ITE LIghting Sub Consultant			$ 5,000.00
i. Bidding Phase			
Senior Project Manager	8 hr.	$ 177.00 /hr.	$ 1,416.00
Project Engineer 1	4 hr.	$ 115.00 hr	$ 460.00
Preliminary Design Services Not to Exceed :	**330 hrs**		**$ 49,984**

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Fee Estimate
Construction Phase Services
JBS Connector Trail- Grand Island, NE

Task No.	Description	Estimated Quantity	Unit Price	Amount
2	**Construction Phase Services**			
	a. Project Management			
	Senior Project Manager	30.0 hr.	$ 177.00 /hr.	$ 5,310.00
	Sr. Field/Lab Technician	4.0 hr.	$ 91.00 /hr.	$ 364.00
	Progress Meetings (Assuming 4)	4.0 hr.	$ 177.00 hr	$ 708.00
	b. Construction Staking			
	Party Chief	30.0 hr	$ 89.00 hr	$ 2,670.00
	Vehicle	3 dy	$ 65.00 dy	$ 195.00
	c. Project Inspection & Observation			
	Field Inspection (40 days)	320.0 hr.	$ 98.00 hr	$ 31,360.00
	Vehicle	40 dy	$ 65.00 dy	$ 2,600.00
	d. Materials Laboratory Testing			
	Soil Density and Moisture Content Determination	2.0 tst.	$ 91.00 hr	$ 182.00
	Standard Proctor Tes	4.0 tst.	$ 91.00 hr	$ 364.00
	Compaction Test (20 locations)	20.0 hr.	$ 91.00 hr	$ 1,820.00
	Concrete Testing Field Time	10.0 hr.	$ 91.00 ea.	$ 910.00
	Concrete Compression Test (includes cylinder)	30.0 cyl	$ 28.00 ea.	$ 840.00
	e. Project Closeout			
	Senior Project Manager	2.0 hr.	$ 177.00 /hr.	$ 354.00
	Project Engineer 1	4.0 hr.	$ 115.00 /hr.	$ 460.00
	Field Inspector	8.0 hr.	$ 91.00 hr	$ 728.00
	Construction Services Not to Exceed :	**438**		**$ 48,865**

benesch

2020 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

CLASSIFICATION	BILLABLE RATE
Project Manager I	$142.00
Project Manager II	$163.00
Senior Project Manager	$177.00
Project Principal	$230.00
Project Engineer I	$115.00
Project Engineer II	$126.00
Senior Project Engineer	$149.00
Construction Representative I	$75.00
Construction Representative II	$91.00
Construction Representative III	$112.00
Inspector I	$67.00
Inspector II	$75.00
Inspector III	$82.00
Designer I	$98.00
Designer II	$108.00
Technologist I	$63.00
Technologist II	$75.00
Senior Technologist	$112.00
Technical Specialist I	$91.00
Technical Specialist II	$112.00
Senior Technical Specialist	$126.00
Intern	$61.00
Field/Lab Technician I	$55.00
Field/Lab Technician II	$63.00
Field/Lab Technician III	$75.00
Senior Field/Lab Technician	$91.00
Instrument Operator	$61.00
Party Chief	$89.00
Surveyor (RLS)	$97.00
Senior Surveyor (RLS)	$131.00
Scientist I	$63.00
Scientist II	$75.00

Project Scientist I (Environmental)	$91.00
Project Scientist II (Environmental)	$112.00
Project Scientist III (Environmental)	$119.00
Senior Project Scientist	$133.00
Project Scientist I (Geotechnical)	$75.00
Project Scientist II (Geotechnical)	$82.00
Marketing Assistant	$55.00
Marketing Coordinator	$75.00
Marketing Manager	$112.00
Office Assistant	$55.00
Project Assistant I	$55.00
Project Assistant II	$65.00
Division Administrative Assistant I	$55.00
Division Administrative Assistant II	$63.00

R E S O L U T I O N 2020-293

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for JBS Trail Expansion; and

WHEREAS, four (4) request for qualifications were received; and

WHEREAS, Alfred Benesch & Company from Grand Island, Nebraska, submitted a proposal for such project in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of $98,849.00 has been negotiated for design services, preparing construction documents and provide construction management; and

WHEREAS, such project will be funded through the JBS Parks Donation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Alfred Benesch & Company from Grand Island, Nebraska for JBS Trail Expansion is hereby approved at a cost of $98,849.00.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 10, 2020.

_____
Roger G. Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
November 6, 2020 ¤ City Attorney

City of Grand Island

Tuesday, November 10, 2020
Council Session

Item J-1

Approving Payment of Claims for the Period of October 28, 2020 through November 10, 2020

The Claims for the period of October 28, 2020 through November 10, 2020 for a total amount of $4,723,358.12. A MOTION is in order.

Staff Contact: Patrick Brown