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# City of Grand Island



## Tuesday, March 23, 2021 Council Session Agenda

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### **City Council:**

**Jason Conley**  
**Michelle Fitzke**  
**Bethany Guzinski**  
**Chuck Haase**  
**Maggie Mendoza**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Justin Scott**  
**Mark Stelk**

### **Mayor:**

**Roger G. Steele**

### **City Administrator:**

**Jerry Janulewicz**

### **City Clerk:**

**RaNae Edwards**

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**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.**

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## **Invocation**

## **Pledge of Allegiance**

## **Roll Call**

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### **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.

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### **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, March 23, 2021

Council Session

## Item E-1

**Public Hearing on Request from Amy J. Schutte dba Bella Design & Décor, 110 East 3rd Street for an Addition to their Class “C-123032” Liquor License**

*Council action will take place under Consent Agenda item G-5.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 23, 2021

**Subject:** Public Hearing on Request from Amy J. Schutte dba Bella Design & Decor, 110 East 3<sup>rd</sup> Street for an Addition to their Class “C-123032” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Amy Schutte dba Bella Design & Decor, 110 East 3<sup>rd</sup> Street has submitted an application for an addition to their Class “C-123032” Liquor License. The request is to add an indoor area of approximately 22’ x 90’ opening the doorway to the adjacent space of their current license.

## **Discussion**

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

The request is to add a storage warehouse area of approximately 22’ x 90’ opening the doorway to the adjacent space of their current license. Staff is recommending approval contingent upon final inspections.

## **Alternatives**

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

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

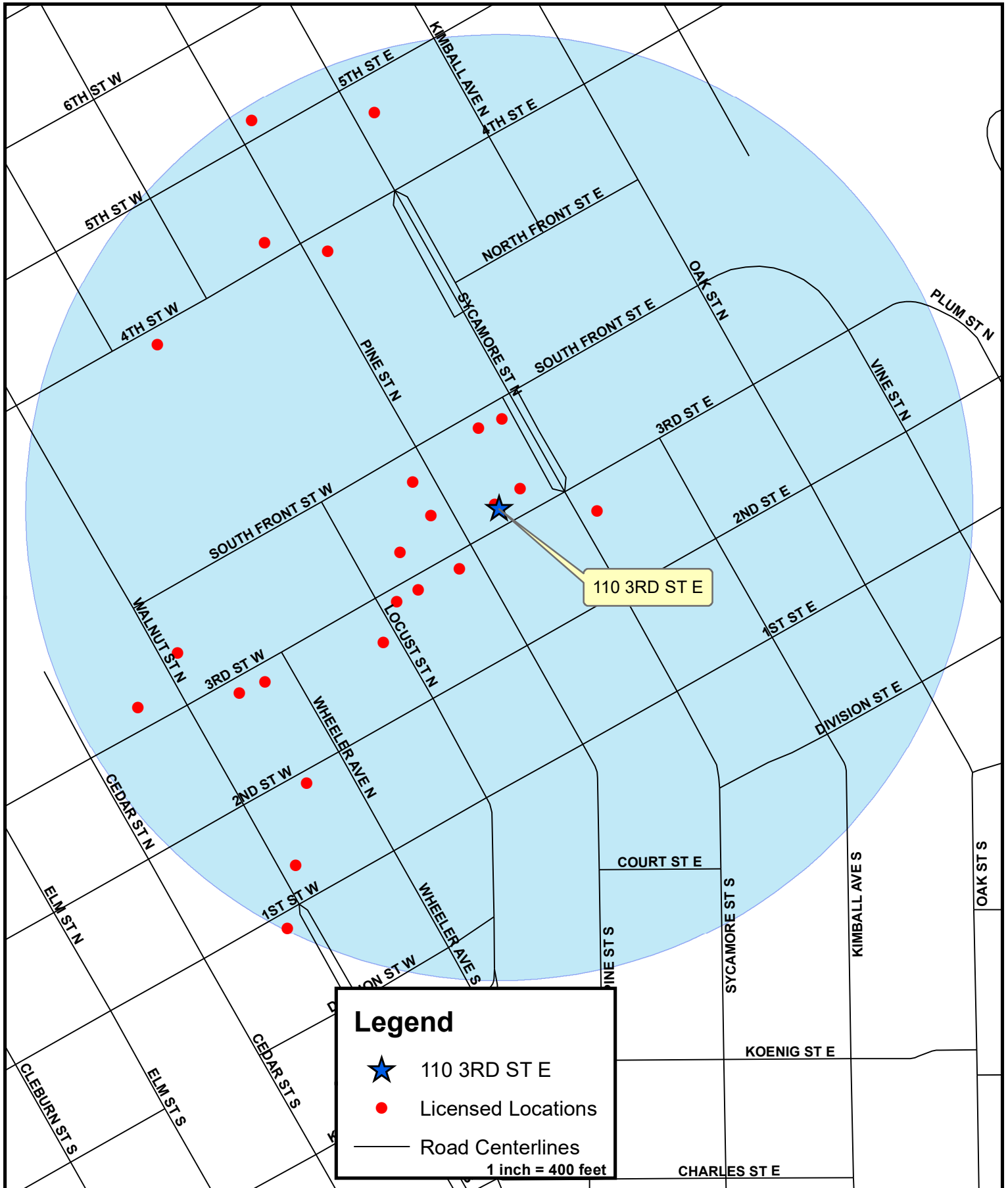
## **Recommendation**

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

## **Sample Motion**

Move to approve the application for an addition to Amy Schutte dba Bella Design and Decor, 110 East 3<sup>rd</sup> Street Liquor License "C-123032" to add an indoor area of approximately 22' x 90' opening the doorway to the adjacent space of their current license contingent upon final inspections.

# Liquor License Application: Class "C" : Bella Design & Décor





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item E-2

**Public Hearing on Request from Luisa Lovato dba Ritmos Night Club, 316 East 2nd Street for a Change of Location for Class “I-108549” Liquor License to 611 East 4th Street**

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

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 23, 2021

**Subject:** Public Hearing on Request from Luisa M. Lovato dba Ritmos Nightclub, 316 East 2<sup>nd</sup> Street for a Change of Location for Class “I-108549” Liquor License to 611 East 4<sup>th</sup> Street

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Luisa M. Lovato dba Ritmos Nightclub, 316 East 2<sup>nd</sup> Street has submitted an application for a Change of Location for their Class “I-108549” Liquor License to 611 East 4<sup>th</sup> Street.

## **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. Staff recommends approval contingent upon final inspections.

## **Alternatives**

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

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

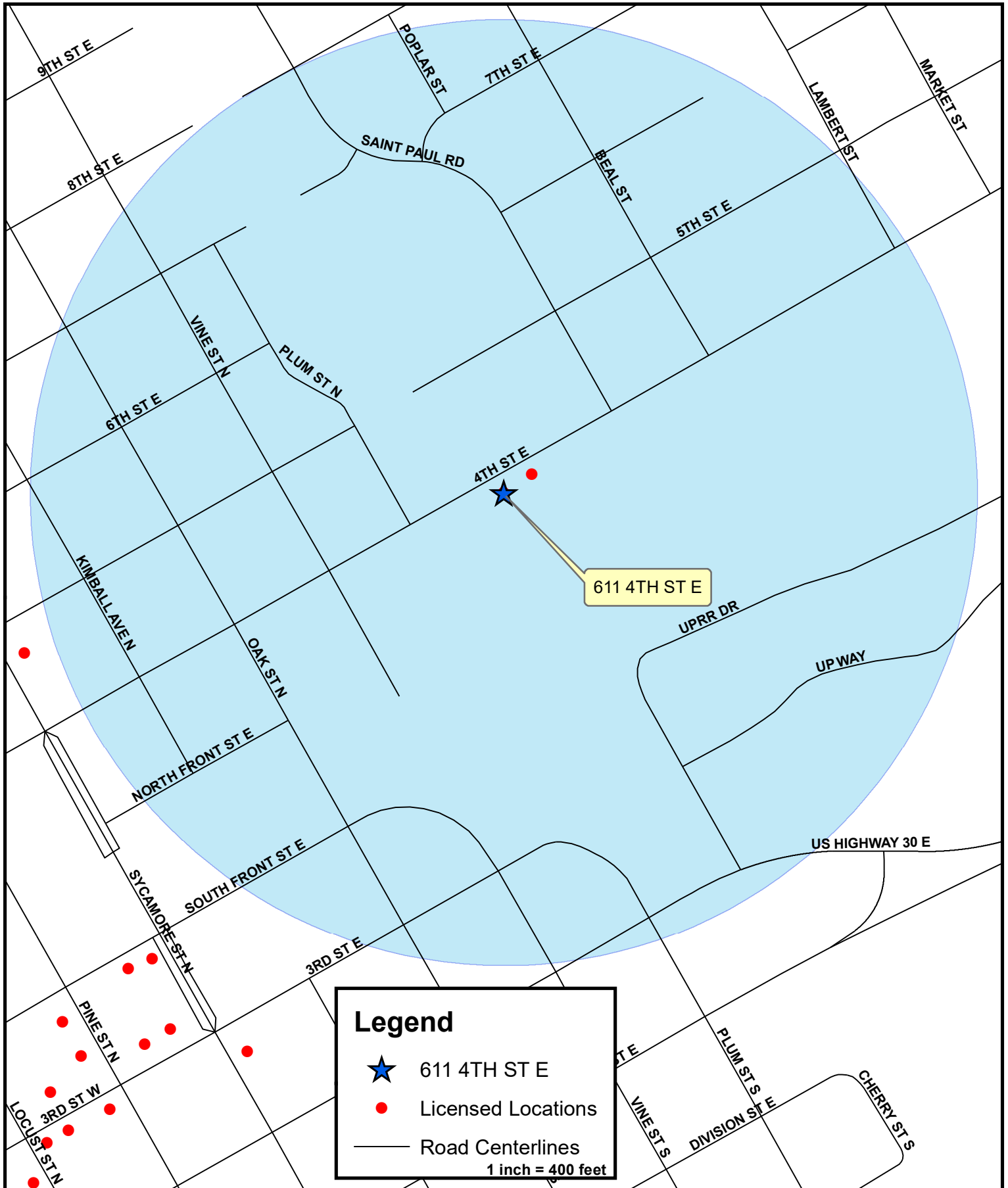
## **Recommendation**

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

## **Sample Motion**

Move to approve the application for a change of location requested by Luisa M. Lovato dba Ritmos Nightclub, 316 East 2<sup>nd</sup> Street to 611 East 4<sup>th</sup> Street for Liquor License "I-108549" contingent upon final inspections.

# Liquor License Application: Class “I-108549” : Ritmos Night Club (Change of Location)







# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item E-3

**Public Hearing on Request from City of Grand Island dba  
Jackrabbit Run Golf Course, 2800 N. Shady Bend Road for a Class  
“C” Liquor License**

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

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** March 23, 2021

**Subject:** Public Hearing on Request from the City of Grand Island dba Jackrabbit Run Golf Course, 2800 North Shady Bend Road for a Class “C” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

### **Declared Legislative Intent**

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
  - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
  - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

## **Discussion**

The City of Grand Island dba Jackrabbit Run Golf Course, 2800 North Shady Bend Road has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale.

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

Also submitted was a request for Liquor Manager Designation for Tomme McManus, 411 South Madison Street, Grand Island, Nebraska. Mr. McManus has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and Liquor Manager Designation for Tomme McManus, 411 South Madison Street, Grand Island, Nebraska.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for the City of Grand Island dba Jackrabbit Run Golf Course, 2800 N Shady Bend Road for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Tomme McManus, 411 South Madison Street, Grand Island, Nebraska.



# Grand Island Police Department

Officer Report for Incident L21031049

**Nature:** Liquor Lic Inv

**Address:** 2800 SHADY BEND RD N;  
JACKRABBIT RUN GOLF  
COURSE  
Grand Island NE 68801

**Location:** PCID

## Offense Codes:

**Received By:** Dvorak T

**How Received:** T

**Agency:** GIPD

**Responding Officers:** Dvorak T

**Responsible Officer:** Dvorak T

**Disposition:** CLO 03/17/21

**When Reported:** 14:46:37 03/12/21

**Occurred Between:** 14:46:37 03/12/21 and 14:46:37 03/12/21

**Assigned To:**

**Detail:**

**Date Assigned:** \*\*/\*\*/\*\*

**Status:**

**Status Date:** \*\*/\*\*/\*\*

**Due Date:** \*\*/\*\*/\*\*

## Complainant:

**Last:**

**First:**

**Mid:**

**DOB:** \*\*/\*\*/\*\*

**Dr Lic:**

**Address:**

**Race:**

**Sex:**

**Phone:**

**City:** ,

## Offense Codes

**Reported:**

**Observed:**

## Circumstances

LT50 LT50 Park/Playground

**Responding Officers:**

Dvorak T

**Unit :**

309

**Responsible Officer:** Dvorak T

**Agency:** GIPD

**Received By:** Dvorak T

**Last Radio Log:** \*\*.\*.\*.\* \*\*/\*\*/\*\*

**How Received:** T Telephone

**Clearance:** CL CL Case Closed

**When Reported:** 14:46:37 03/12/21

**Disposition:** CLO **Date:** 03/17/21

**Judicial Status:**

**Occurred between:** 14:46:37 03/12/21

**Misc Entry:**

**and:** 14:46:37 03/12/21

**Modus Operandi:**

**Description :**

**Method :**

## Involvements

03/18/21

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<b>Date</b>	<b>Type</b>	<b>Description</b>	
03/12/21	Name	Steele, Roger G	applicant
03/12/21	Name	City of Grand Island,	Owner
03/12/21	Name	Jack Rabbit Run,	business/location
03/12/21	Name	Edwards, Ranae M	applicant
03/12/21	Name	McManus, Tomme Kyle	manager

03/18/21

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**Narrative**

309                                      Liquor License Investigation  
Grand Island Police Department

The City of Grand Island, as owner of the Jackrabbit Run Golf Course, applied for a Class C Liquor License (beer, wine, distilled spirits; on and off sale). A proposed Liquor Manager was named.

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Responsible LEO:

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Approved by:

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Date

03/18/21

**Supplement**

309

Jackrabbit Run Liquor License

Grand Island Police Department  
Supplemental Report

Date, Time: 3-15-21

Reporting Officer: Sgt Dvorak

Unit #: CID

The City of Grand Island, as owner of the Jackrabbit Run Golf Course, have applied for a liquor license for that business. The Mayor and City Clerk of Grand Island are the applicants, and have named a proposed Manager. The request is for a corporate Class C License; Beer, Wine and Distilled Spirits on and off sale.

Mayor Roger Steele and City Clerk RaNae Edwards are listed as responsible parties for the City of Grand Island. The proposed manager is listed as Tomme McManus.

I checked our local Spillman database for all three subjects. I found nothing of concern for Steele and Edwards. I found no listing for McManus. I next checked NCJIS for Nebraska records. I found that none of the involved applicants have criminal history entries in Nebraska. I found only historical traffic infractions were listed on the applications for Steele and Edwards. McManus did not list any past violations. Steele indicated his spouse is omitted, and not included on the application. Edwards and McManus indicated they do not have a spouse. I also ran each of them through a paid, law enforcement only database, that typically identifies civil concerns, current liens and/or bankruptcies. I noted no current civil issues for any of the applicants. This database did return two historical traffic violations for McManus that were not listed on his application.

On 2-15-21, at about 1030, I met with McManus at the Jackrabbit clubhouse. Kyle confirmed that he was born in Georgia, and lived there until he was 18 years of age. Kyle said he has lived in South Carolina, Virginia and Maryland prior to moving to Nebraska. He has been an assistant club pro at several other courses, but this is his first assignment as General Manager, and the head professional. McManus confirmed that he signed a contract with Landscapes Unlimited, and plans to be in Grand Island at least until the contract expires.

I asked Kyle about his application, and the portion where it asked about convictions. He advised he has not been convicted of a crime. I pointed out the highlighted area, where it includes misdemeanors and infractions. I asked Kyle if he has ever paid any traffic tickets, or plead guilty in court. McManus then admitted that he has had "two or three" stops for traffic infractions, but none for many years. Kyle said he inadvertently did not include them on his application.

We discussed responsibilities of anyone he hires regarding serving alcohol. We discussed proper responses to possible disturbances and over serving/intoxicated golfers. I suggested he have all his employees take the online training from the Liquor Commission. McManus advised that he will make every effort to ensure Jackrabbit Run has no issues due to alcohol.

I advised Kyle that the NSP investigator will also need to meet with him.

03/18/21

The Grand Island Police Department has no other concerns with this application, and would recommend the issuance of a Class C license to the City of Grand Island, for Jackrabbit Run golf course, with Kyle McManus as the manager.

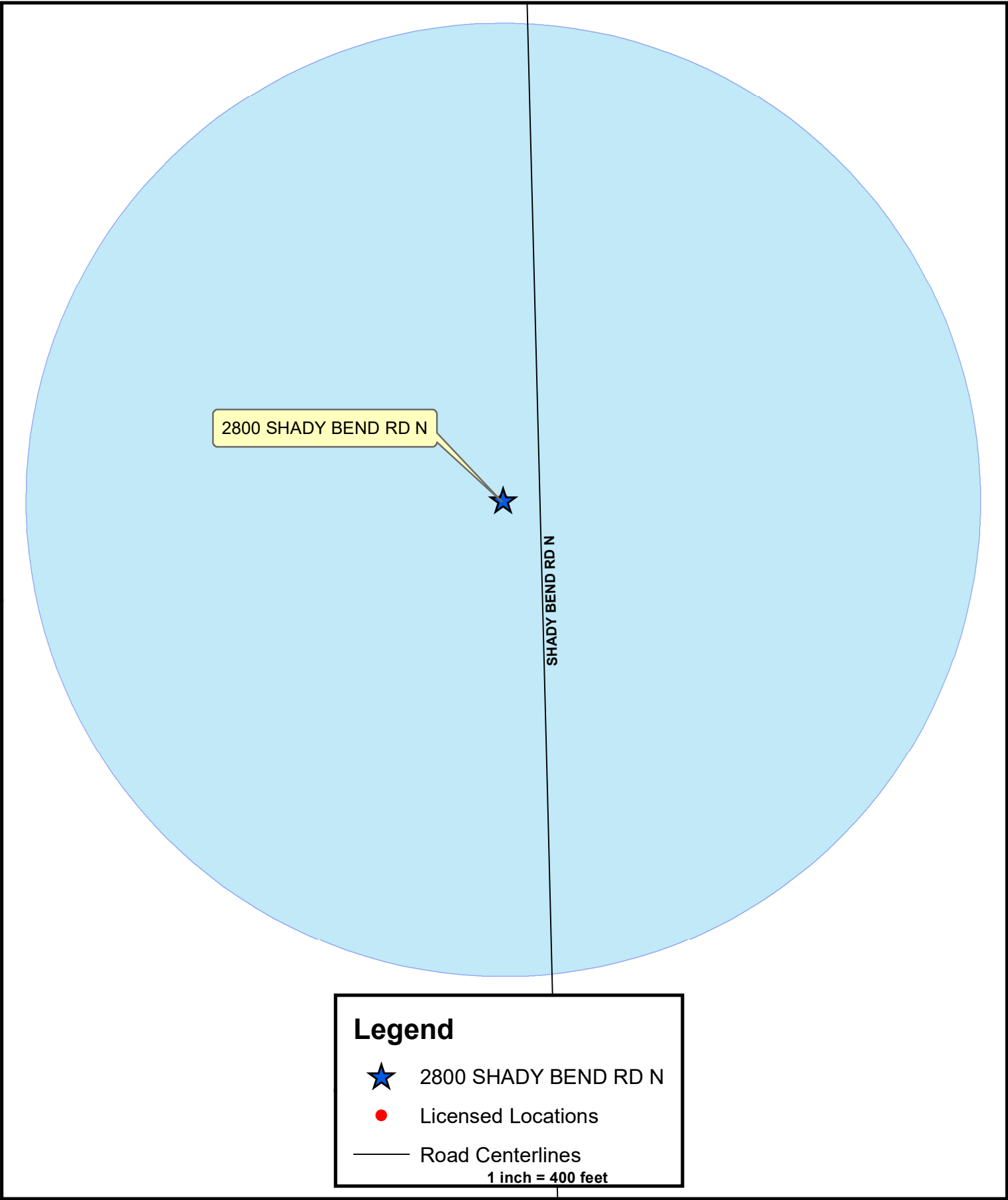
03/18/21



**Name Involvements:****applicant :** 124800**Last:** Edwards**First:** Ranae**Mid:** M**DOB:** 12/17/58**Dr Lic:** G49001963**Address:** 1508 Newcastle Rd W**Race:** W      **Sex:** F**Phone:** (308)381-4199**City:** Grand Island, NE 68801**Owner :** 4711**Last:** City of Grand  
Island**First:****Mid:****DOB:** \*\*/\*\*/\*\***Dr Lic:****Address:** 100 1ST ST E**Race:**      **Sex:****Phone:** (308)385-5451**City:** Grand Island, NE 68801**manager :** 249579**Last:** McManus**First:** Tomme**Mid:** Kyle**DOB:** 06/10/88**Dr Lic:** H14141148**Address:** 411 MADISON ST S**Race:** W      **Sex:** M**Phone:** (706)581-0617**City:** Grand Island, NE 68801**applicant :** C66**Last:** Steele**First:** Roger**Mid:** G**DOB:** 12/27/56**Dr Lic:** G08036622**Address:** 2405 Santa Fe Cir**Race:** W      **Sex:** M**Phone:** (308)384-7414**City:** Grand Island, NE 68801**business/location:** 55014**n :****Last:** Jack Rabbit Run**First:****Mid:****DOB:** \*\*/\*\*/\*\***Dr Lic:****Address:** 2800 Shady Bend Rd N**Race:**      **Sex:****Phone:** (308)385-5340**City:** Grand Island, NE 68801

03/18/21

**Liquor License Application:  
Class “C” : Jackrabbit Run Golf Course**





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item E-4

**Public Hearing on Request from Phil Mader for a Conditional Use Permit for Adding a Water Well/Electric Service and Two Accessory Buildings to Property located at 551 Midaro Drive**

*Council action will take place under Requests and Referrals item H-1.*

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig A. Lewis, Building Department Director

**Meeting:** March 23, 2021

**Subject:** Request of Phil & Linda Mader for approval of a Conditional Use Permit for the property at 551 Midaro Dr. PT. W1/2 SE ¼ of Sec. 27-11-9.

This request is to allow for a private recreational area on a property zoned Large Lot Residential, in excess of 5 acres, and in conformance with section 36-61 of the Grand Island Zoning Code.

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is to utilize the newly amended zoning code which allows as a conditional use a private recreational area on property zoned Large Lot Residential subject to the following minimum conditions;

- Size of property is at least 5 acres.
- All buildings requiring a building permit are identified on the application.
- All services such as water, sewer, natural gas and electric are identified on the application whether provided privately or publicly.
- Additions of services or buildings accessory to this approved use will require an additional hearing for a conditional use permit to review the proposed additions.

The applicant has purchased a tract of land of 10.8 acres on Madero drive and wishes to improve the site to provide the ability to utilize the property for a private recreational use.

## **Discussion**

Because the vacant lot would not at this time have a permitted principal use or building, the proposed construction of a 16'x16' pergola, a 16'x 20' accessory structure and the installation of an electrical service and private water well would not be allowed without a principal use. The tract of land is part of a past sand and gravel mining operation providing 10.8 acres with 1.5 acres of land and the remaining 8.5 acres water.

A conditional use approved by the City Council would allow the use and provides the ability to place additional conditions on the property if applicable, and allows for neighboring properties to express any concerns. As this location is fairly isolated and adjacent to other parcels of the same past mining operation it appears the proposed application may have a limited impact on the area.

### **Alternatives**

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to the public health, safety, and welfare of the community.
2. Disapprove or / Deny the request finding that the proposed use does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

### **Recommendation**

City Administration recommends that the Council approve this request finding that the request does promote the health, safety, and general welfare of the community, does protect the property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

### **Sample Motion**

Move to approve the request for a conditional use permit to allow a private recreational area with the listed improvements, and in conformance with the provisions of the adopted City Code.

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: ut.ilities Added to property  
16 X 16 pergula Added to property - Recreation Use
2. The owner(s) of the described property is/are: Phil and Linda Mader
3. The legal description of the property is: 27-11-9 Pt W 1/2 SE 1/4 108Ac
4. The address of the property is: 551 Midaro Drive
5. The zoning classification of the property is: LLR Large Residential Zone
6. Existing improvements on the property is: Retaining wall
7. The duration of the proposed use is: indefinite
8. Plans for construction of permanent facility is: immediate
9. The character of the immediate neighborhood is: minimum 10Ac Residential lots
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: We would like to Add ut.ilities - water  
Well - Electric service to our property.  
We would like to Add pergula - 16x16 to property

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

3-8-21

Date

Phil Mader

Owners(s)

308 379 7694

Phone Number

3326 W Abbott Rd

Address

Grand Island

City

Ne

State

68803

Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

City of Grand Island,

Phil and Linda Mader would like to add a 16x20 accessory building with for their Recreational property on 551 Midaro Drive. Please add this to our public hearing agenda for March 23,2021.

Thank you,

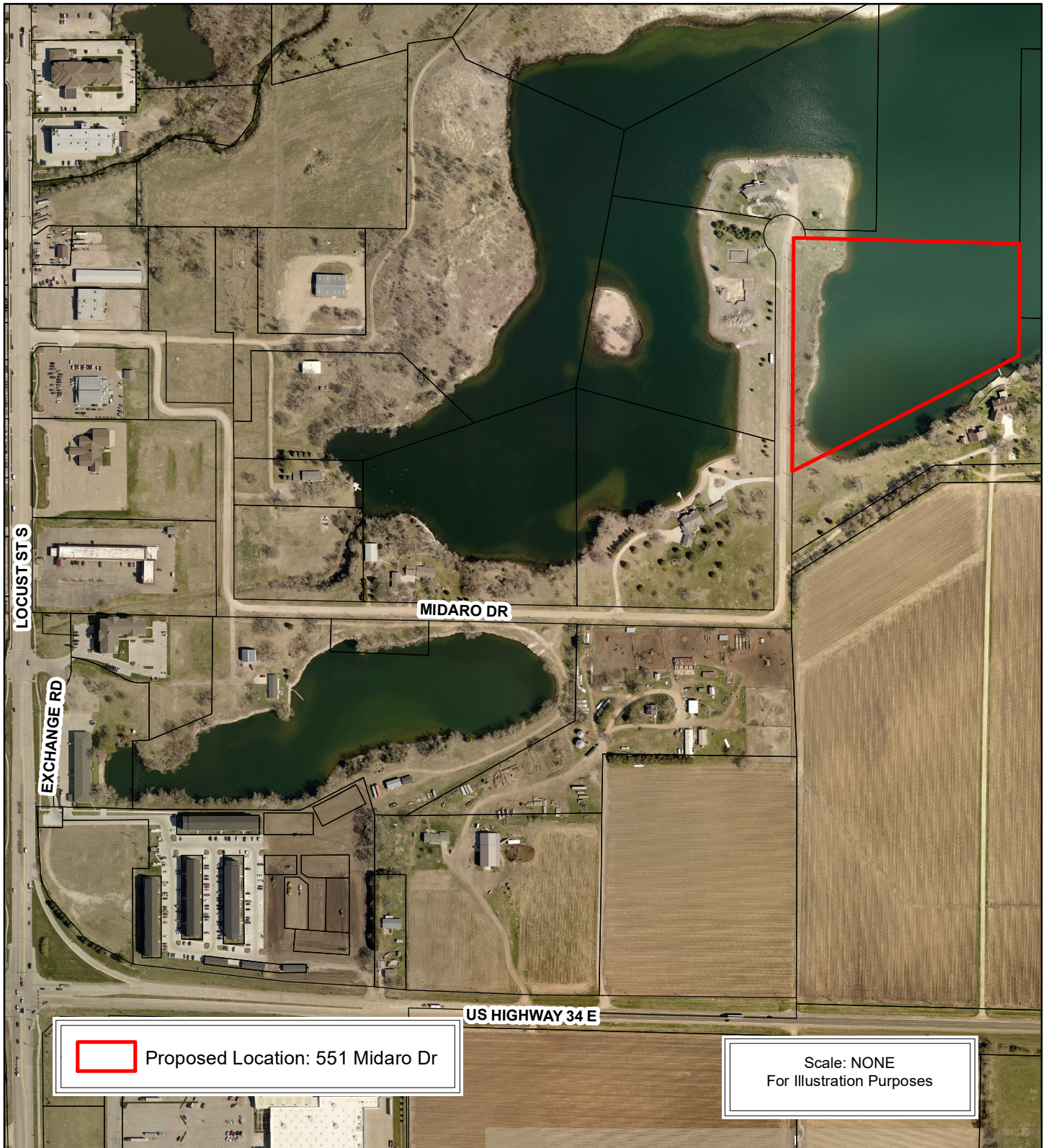
*Phil Mader*  
*Linda Mader*

*Phil*

*308-379-7694*



**Conditional Use Permit Application: 551 Midaro Dr**  
**Conditions to allow for a private Recreational Area in a LLR Zone**



**Conditional Use Permit Applicant: Phil & Linda Mader**  
**Presenter: Craig Lewis, Building Department Director**  
**Grand Island City Council: March 23, 2021**





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item E-5

**Public Hearing on Acquisition of Drainage Easement in Crane Valley Ninth Subdivision- North of Faidley Avenue, West of Diers Avenue (Parcel No. 400416182)**

*Council action will take place under Consent Agenda item G-17.*

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** March 23, 2021

**Subject:** Public Hearing on Acquisition of Drainage Easement in Crane Valley Ninth Subdivision- North of Faidley Avenue, West of Diers Avenue (Parcel No. 400416182)

**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 drainage for development within Crane Valley Ninth Subdivision. This subdivision is located north of Faidley Avenue, west of Diers Avenue.

A sketch is attached to show the easement area.

## **Discussion**

To allow for the accommodation of public drainage to serve Crane Valley Ninth 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**

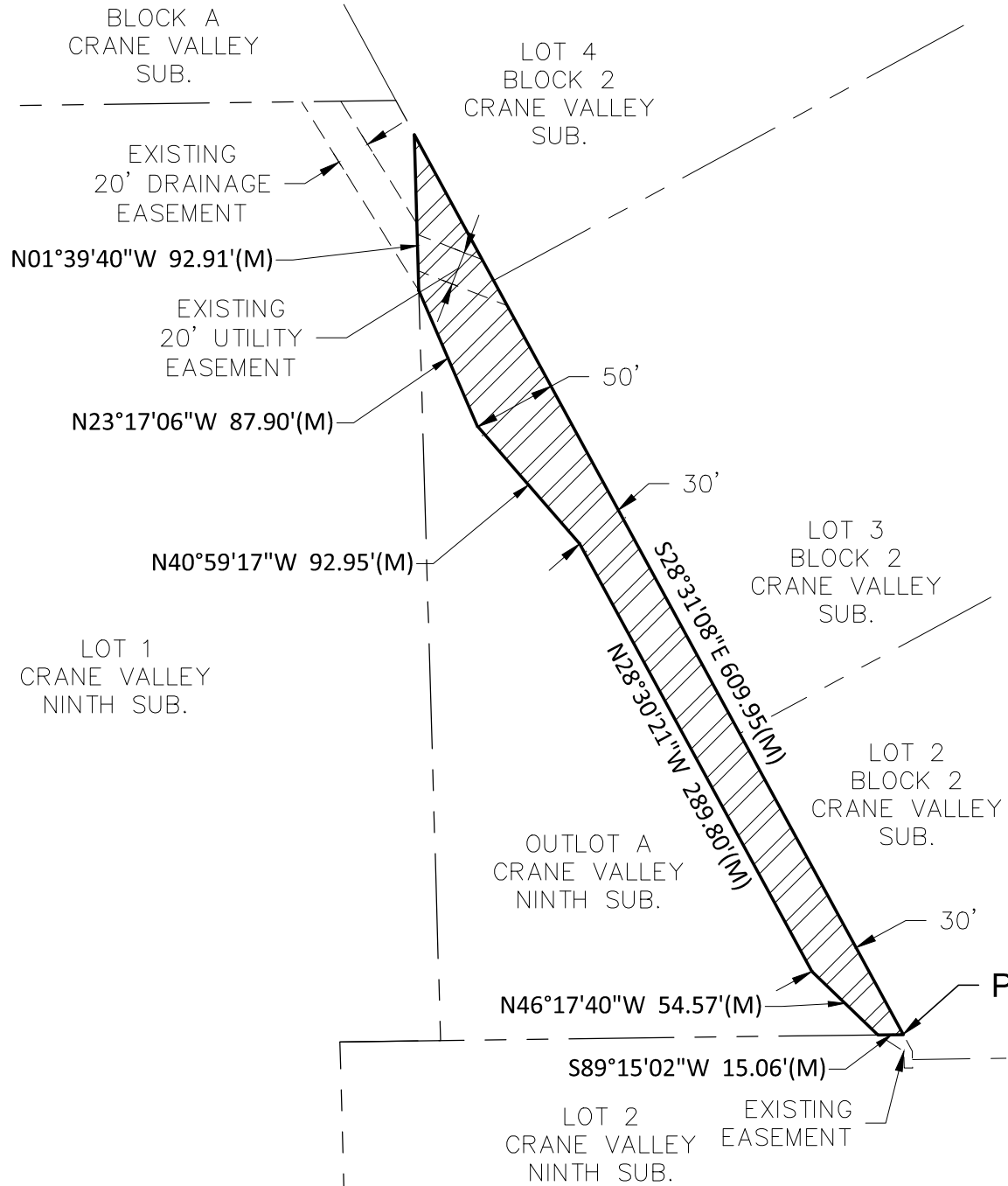
City Administration recommends that the Council approve the public easement.

### **Sample Motion**

Move to approve the public easement.

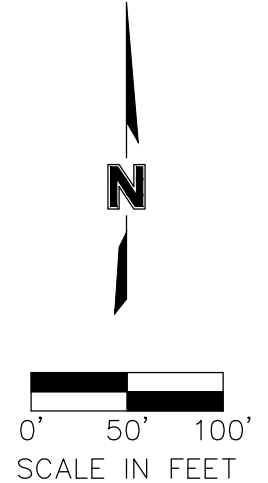
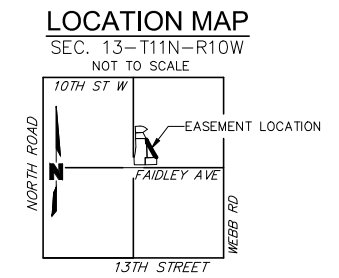
DWG: F:\2019\3001-3500\019-3120-Design\Exhibits\EASEMENT EXHIBIT\019-3120 DRAIN EASE\_0193120.dwg  
DATE: Jan 26, 2021 4:28pm  
USER: jjimenez  
XREFS:

90' ROW  
INST. NO  
202005082



**DRAINAGE EASEMENT DESCRIPTION:**  
A DRAINAGE EASEMENT LOCATED IN PART OF OUTLOT A, CRANE VALLEY NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT A, CRANE VALLEY NINTH SUBDIVISION; THENCE S89°15'02\"/>



- LEGEND**
- SECTION LINE
  - ROW LINE
  - EXISTING EASEMENT LINE
  - PROPERTY LINE
  - /// DRAINAGE EASEMENT AREA

PROJECT NO:	019-3120
DRAWN BY:	SDL
DATE:	2021.01.26

**DRAINAGE EASEMENT**

Council Session - 3/23/2021

201 East 2nd Street  
Grand Island, NE 68801  
TEL 308.384.8750

EXHIBIT

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# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item E-6

### **Public Hearing on 2020-2021 Community Development Annual Action Plan**

*Council action will take place under Consent Agenda item G-18.*

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting:** March 23, 2021

**Subject:** Public Hearing on the 2020 Annual Action Plan for CDBG Activities

**Presenter(s):** Amber Alvidrez, Community Development Administrator

## **Background**

A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, and the Annual Action Plan. The Consolidated Plan represents the City's goals for CDBG funding in broad scope, it identifies the areas and focus of CDBG priorities.

The City has a 5-year Consolidated Plan which is currently in place and covers the time period of 2019-2023. The Three Priorities outlined in the Consolidated Plan are as follows in order of identified importance:

- Increase Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations

The Annual Action Plan breaks down the priorities and lists specific dollar amounts and which projects will be funded in the assigned year. A separate Annual Action Plan is prepared for each Fiscal Year. The public hearing today is to discuss the planned programs for the 2020-2021 Annual Action Plan.

## **Discussion**

Projects being considered for the 2020-2021 Annual Action Plan are outlined in the Power Point presentation and are below:

\$36,000- Program Administration  
\$33,000- YMCA Sidewalk Repair program  
\$100,000- Downtown Business Improvement District Railside Sidewalk Repair  
\$35,000- Railside Small Business Rental Assistance  
\$25,000- YWCA-Empowerment

\$198,392- Crossroads  
Total \$427,392.00

### **Alternatives**

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

1. Accept the 2020 Annual Action Plan for CDBG Activities.
2. Do not accept the Development of 2020 Annual Action Plan for CDBG Activities.

### **Recommendation**

City Administration recommends that the Council accept the 2020 Annual Action Plan for CDBG Activities.

### **Sample Motion**




Move to accept the 2020 Annual Action Plan for CDBG Activities.

# Community Development Block Grant 2020 Annual Action Plan









## **Review of Priority Needs**

### 2019-2023 Consolidated Plan Goals

-  Increase Quality & Affordable Housing
-  Cultivate Small & Emerging Businesses
-  Support Public Services for neighborhoods and vulnerable populations


# Projects to Receive Funding

The 2020-2021 Annual CDBG allocation has a total of \$427,392.00 which will fund the following projects:


-  \$36,000- Program administration-
  -  Costs the city incurs to run CDBG program
-  \$33,000- YMCA Sidewalk Repair Program-
  -  repair YMCA's sidewalk and parking lot
-  \$100,000- Railside BID sidewalk Repair
  -  Repair to sidewalks, curbs and trees in the Downtown business improvement district.

# Projects to Receive Funding


## \$35,000- Railside Small Business Rental Assistance-

-  used as a incentive program to help aid business that have currently opened or relocated in the slum and blight area #1

## \$25,000- YWCA –Empowerment-

-  The YWCA will provide free childcare to women who are currently enrolled in programs who have entered into a partnership with the YWCA to remove the Childcare barrier for women

## \$198,392- Crossroads Mission Avenue

-  Crossroads Mission Avenue is currently working the homeless male population within our community and plans to use funds to purchase 3 buildings.

**TOTAL: \$427,392.00**

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The 2020 Annual Action Plan is a document which works within and coordinates with the 2019-2023 Consolidated Plan. These documents provide the United States Department of Housing and Urban Development (HUD) with information on the City of Grand Island's intended use of funds which have been awarded to the City through HUD's Community Development Block Grant (CDBG) program. The City allocates the annual funding from these programs to public, private or non-profit parties consistent with HUD program goals and requirements. CDBG program objectives include providing decent housing, creating suitable living environments, and expanding economic opportunities. Through a review of housing market, community development, homeless needs, and economic development data and an evaluation of past performance in the City's HUD funded programs, the City has developed the following priority needs for the use of these funds:

- Increase and Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations

The City of Grand Island's Consolidated Plan follows requirements of the U.S. Department of Housing and Urban Development (HUD), and uses HUD's format and data tables required for the plans. Grand Island's Consolidated Plan is implemented and updated through Annual Action Plans and Consolidated Annual Performance Evaluation Reports (CAPER). The Action Plans establish the priority for projects and funding for the upcoming year. The CAPER report details the results of funded projects during the individual project years.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Annual Action Plan defines the one-year activities in relationship to the five- year goals of the Consolidated Plan Covering 2019-2023. Below is a brief description of the anticipated outcomes in response to each proposed Consolidated Plan goal.

1. Increase Quality and Affordable Housing Options
  - a. At this time no new housing programs have been funded as a part of the 2020 annual action plan. The City has housing programs that are currently still in progress from previous years such as the Housing Development Corporation's Owner Occupied Rehab and the Housing Improvement Partnership's Housing Rehab program that is being implemented by the Habitat for Humanity. The previously stated programs anticipate the rehab of 4-10 homes within the community.
2. Cultivate Small and Emerging Businesses
  - a. Railside Small Business Rental Assistance will provide new or small business aid in the form of rental assistance, if occupying a space in the blighted and substandard area number one within the City of Grand Island. The anticipated outcome of this project is that 5-6 quality business candidates will be recruited/supported while starting or expanding a new business in the down town area of Grand Island. The candidates go through a rigorous application process that involves, aid that is free of charge to create extensive business plans and pro forma in order to educate owners to aid in successful small businesses.
3. Support Public Services for Neighborhoods and Vulnerable populations.
  - a. YWCA Empowerment is offering free childcare services for Low-to-moderate income women, who have been referred from partnering agencies. The anticipated outcome from offering these free services is that women will increase their economic position through job training, obtaining a new job or receiving a higher pay rate, while allowing women to have increased access to continuous affordable, quality childcare.
  - b. Crossroad Mission Avenue will use funds as a part of the their capital campaign to purchase and renovate multiple buildings, 1 building will be renovated and is expected to provided 15 emergency beds to homeless men within our community. A second building will provide 25 units for transitional housing, and a third commercial space that will provide a clean and safe place for men to work through steps of the program and house a thrift store.
  - c. Railside the Downtown Business Improvement District plans to replace and fix deteriorated sidewalks and curbs, by repairing broken sidewalks and other barriers caused by tree roots in the public right of way. Railside is creating an enticing environment for individuals with mobility disabilities by making

sidewalks comply with the American's with Disabilities act (ADA) making easier access to stores, housing and services.

- d. The YMCA of Grand Island will also be making necessary parking lot and sidewalk repairs that are anticipated to remove architectural barriers for vulnerable populations. By correcting these barriers the Y is able to offer an affordable way for vulnerable populations including seniors and special needs individuals a place to improve or maintain their health.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of the past performance that helped the City of Grand Island in determining its project/activities for the 2020 program year. A more detailed evaluation of past performance is documented in the City's 2019 Consolidated Annual performance and Evaluation Review (CAPER).

Below are the accomplishments that were allocated funds from previous years but had accomplishments throughout the 2019 program year.

- RAILSIDE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT'S Small business Rental Assistance program was able to utilize CDBG funds to aid 2 small business open doors or expand in the down town area of Grand Island throughout the 2019 program year totaling 10 since funds were allocated in 2016.
- The Willow Waste Water project allowed a cost effective way to create an assessment district along Willow Street in Grand Island NE, this neighborhood is predominately low income and many homeowners had failing septic tanks and were unable to afford the necessary upkeep. With the use of CDBG funds homes were able to access City waste water at a much lower affordable price. This benefitted 8+ homes and made vacant land usable including a 4 acre parcel that is currently being redeveloped to provide lower cost owner occupied work force housing.
- HOPE HARBOR A local Women's Shelter partnered with more than 30 other agencies to implement Project Connect. Project Connect is a daylong event where homeless and near homeless can receive much needed medical, dental, and social services at little to no cost. The event served a total of 202 households, resulting in 514 individuals receiving services.

- Literacy Council of Grand Island was able to work with a local developer in to purchase a building for the non-profit. A Local developer was able to purchase a dilapidated building and renovate it to meet the needs of the Literacy Council. The literacy Council was then able to purchase the building at a reduced priced and was able to obtain much needed space to accommodate their growing class sizes. Since moving into the building in April of 2020 the Literacy council has been able to serve 54 clients.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The City of Grand Island's CPP sets forth the policies and procedures for:

- Giving citizens timely notice and access to local meeting and information relating the city's proposed use of federal funds.
- Conducting public hearings meetings,
- Addressing the needs of non-English speaking residents
- Responding to citizen complaints and grievances,
- Encouraging citizen participation among the City's low to moderate income persons and households.

The City of Grand Island's most recent version of the Citizen Participation Plan was formally adopted and approved by the City Council on May 26, 2020.

Citizens are encouraged to participate in the planning process through public meetings and hearing held before the submission of the 2020 Annual Action Plan.

Citizen participation activities:

- January 15-March 15, 2020- Community development Division accepted applications for Funding.
- December 3, 2020- Public meeting- the planning of the 2020 Annual action plan was a discussion item at his meeting.
- December 23, 2020 – Notice for 1/7/2021 Public Meeting posted in Grand Island Independent and on City Website
- January 7, 2021- Public Meeting was held- applicant's presented their proposals and were available to answer questions, committee also made funding recommendations to present to City Council within the 2020 Annual Action Plan.
- February 5, 2021- Notice for 30 Day public comment

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- February 19-March 22, 2021- City's Community Development Division will accept comments from the general public.
- March 9, 2021, Public Notice for public hearing on 3/23/2021 was posted in the Grand Island Independent and on the City of Grand Island's website.
- March 23, 2021- Public hearing and City Council approval of the 2020 Annual Action Plan.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

**7. Summary**



## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Community development Administrator	Amber Alvidrez	Community Development Division

Table 1 – Responsible Agencies

### Narrative (optional)

#### Consolidated Plan Public Contact Information

Amber Alvidrez

Community Development Administrator

City of Grand Island

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Grand Island, NE 68802-1968

308-385-5444 ext. 212

Ambera@grand-island.com

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The City of Grand Island adopted a Citizen Participation Plan to ensure consistent outreach efforts within the community and utilizes the plan during the development of the 2020 Annual Action Plan. The City coordinated with local non-profits, housing providers, private developers and local employers while developing the 2019-2023 Consolidated plan goals and develops programs that will help meet the goals identified in the consolidated plan. The City of Grand Island has a unique committee that acts as the review board and makes recommendation to City Council for funding allocations, this committee is known as the Entitlement Stakeholders and is comprised of representation from the 5 local organizations listed below and 2 members from City administration/ City Council:

- Grand Island Area Economic Development Corporation
- Grow Grand Island
- Grand Island Area Chamber of Commerce
- Community Redevelopment Authority
- Hall County Housing Authority
- City Administration
- City Council

By using the representation of these organizations the City is able obtain a diverse set of views to help meet the community needs while planning the Annual Action Plan. All meetings of the Entitlement Stakeholders committee follow the Nebraska open Meetings Act allowing for citizen participation.

### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

Throughout the process of developing the Annual Action Plans, the City provides opportunities for the public to give input and feedback at public meetings and through public comment periods. There is a representative at every public meeting from the Hall County Housing Authority and other non-profit agencies are invited to join. By having the Entitlement Stakeholders Committee the City is able to have a coordinated approach when developing the Annual Action Plan and to ensure that available resources are fully utilized and leveraged.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Community Development Division staff participates with the area's service providers to enhance the community's comprehensive Continuum of Care system to end homelessness and meet the needs of vulnerable populations within the City. This dynamic partnership includes collaborative efforts of a variety of community groups, government agencies and a coalition of more than 40 public service providers.

Additionally, the City of Grand Island enhances coordination of public, private, and non-housing providers, human service agencies, and social service providers through the following actions:

- Continues to work closely with the Hall County Housing Authority in addressing low-income housing needs
- Prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services through the creation of the Housing Improvement Partnership.
- Participating in coordinated efforts for services assisting low-income, at-risk, and homeless individuals and families.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Grand Island does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

The City of Grand Island does not receive ESG funds.

**Table 2 – Agencies, groups, organizations who participated**

**Table 3 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Hall County Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2020 Annual Action plan preparation process.
2	<b>Agency/Group/Organization</b>	Hall County Regional Planning Commission
	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2020 Annual Action plan preparation process.
3	<b>Agency/Group/Organization</b>	Grand Island Chamber of Commerce
	<b>Agency/Group/Organization Type</b>	Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development

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	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2020 Annual Action plan preparation process.
4	<b>Agency/Group/Organization</b>	Grand Island Area Economic Development Corporation
	<b>Agency/Group/Organization Type</b>	Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted during 2020 Annual Action plan preparation process.

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agencies were intentionally omitted.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		<p>The Region 2 CoC has completed its 2019 Point-in-Time survey in January 2019. A total of 72 persons making up 60 households were identified as homeless. Of these individuals, 55 people were over the age of 24, 6 people were between the ages of 18-24 and 11 people were under the age of 18.</p> <p>The local CoC which meets monthly to have a coordinated outreach approach for services identifies homelessness, rapid rehousing and homelessness prevention as a priority of the group. The attending service providers help strengthen the Continuum of Care strategy.</p>

**Table 4 – Other local / regional / federal planning efforts**

**Narrative (optional)**

Point In time tables from University of Nebraska-Lincoln, Center on Children, Families and the Law are attached at the end of the document labeled as Attachment I for viewing.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Grand Island's existing Citizen Participation Plan was reviewed and utilized during the creation of the 2020 Annual Action Plan. A draft Annual Action Plan was made available for review before being adopted by the City of Grand Island and subsequently being submitted to HUD.

Opportunities for citizen involvement occur in the initial stages of developing the Annual Action Plan as well as during the implementation of activities. All meetings of the Entitlement Stakeholders Committee must follow the Nebraska Open Meetings Act, and welcomes members from the community to participate in meetings where plans are discussed.

The opportunities include:

- Participation in public hearings to discuss needs, available funds and project/program activities
- Participation in meetings with committees and focus groups involved in planning housing and community development activities
- Review and comment on proposed plans and activities such as:
  - The Fair Housing Plan- Analysis of Impediments and Housing Study
  - The Citizen Participation Plan
  - The Consolidated Plan
  - The Annual Action Plan
  - Consolidated Annual Performance and Evaluation Report(CAPER)



## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	12/3/2020- public meeting, Discussion of needs for the 2020 Annual Action Plan.	No comments were submitted	No comments were submitted	N/A
2	Newspaper Ad	Non-targeted/broad community	12/23/2020- 14 day notice for Public meeting taking place on 1/7/2021	N/A	N/A	N/A
3	Public Meeting	Non-targeted/broad community	1/7/2021- Public Meeting- applicants presented the proposals to the Entitlement stakeholders. Committee discussion funding recommendations for 2020 AAP.	No comments were submitted	No comments were submitted	N/A
4	Newspaper Ad	Non-targeted/broad community	2/5/2021- Notice was place in local newspaper for 30 day public comment on draft 2020 Annual Action Plan	N/A	N/A	N/A

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Comment	Non-targeted/broad community	February 19-March 22 : 30 day public comment period, Community development division will accept comments from general public on the 2020 Annual Action Plan	?	?	?
6	Newspaper Ad	Non-targeted/broad community	3/9/2021- Notice was placed in local newspaper for 3/23/2021 public hearing at regularly scheduled City Council meeting	N/A	N/A	N/A
7	Public Hearing	Non-targeted/broad community	3/23/2021 public hearing at regularly scheduled City Council meeting and City Council Approval of Plan for submittal to HUD		?	?

**Table 5 – Citizen Participation Outreach**

Citizen Participation Summary, Notices, Entitlement Stakeholder’s Committee meeting agendas and minutes as well as City Council agenda are attached at the end of the document and labeled as attachment II, for viewing.

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Grand Island's CDBG allocation for FY 2020 is \$427,392.00. The City proposes the use of the funds, be used for Public facilities, economic development activities, building acquisition, public services and program administration. Throughout the 2019 program year the City of Grand Island restructured our current Revolving Loan Fund to allow financial aid to local small businesses in smaller funding awards with a commitment to repay 50% of awarded funds back to the Revolving Loan Fund. This was meant to help local small businesses within Grand Island overcome hardships due to COVID 19. Due to this, the businesses who were awarded funds will be making payments back to the City of Grand Island, the City estimates around \$25,000 will be replaced back into the Revolving Loan Fund throughout the program year.

At this point and time, the City of Grand Island is not receiving HOME funds or ESG funds.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CBDG	Public-federal	Acquisition Admin and Planning Economic Development Public Improvements Public Services	427,392	25,000			25,000	Funds being returned to the Revolving Loan fund are a part of an economic development program but have not been committed to a specific for profit-agency.

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**Table 6 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

At this time the City of Grand Island does not require a local match from sub grantees although the City plans on using funds, whenever possible, to assist community groups and organizations in leveraging resources. This means the City will consider projects a priority if the CDBG funds will be used as a leverage to further secure additional funding to conduct a project on a scale much larger than would have been possible with CDBG funds alone.

The City has proposed an award of \$198,392.00 from the 2020 CDBG funds to Crossroads Mission Avenue, a local men’s shelter that currently received funding from other grants, and from private donors to purchase 3 properties to shelter and provide a safe place for men currently enrolled in their program. The \$198,392.00 will be matched by \$1,639,626 already raised by Crossroads to implement the acquisition of these three properties.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The Community Redevelopment Authority (CRA) currently owns a single property in the City of Grand Island. The CRA is an entity that operates separate from the City, but it is managed by Chad Nabity, the Regional Planning Director for the City of Grand Island. This property could be used in future development to help fulfill the goals expressed in the consolidated plan. It is, however located on a prominent corner at one of the City entrances and is likely to be developed for commercial purposes.

The City of Grand Island has a long term plan for upgrading all public sidewalks in the City for ADA Accessibility. These improvements will occur with the publicly owned right-of-way. These activities specifically support our goal to “Support Public Services for vulnerable population”.

**Discussion**

No further discussion necessary.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Preserve Affordable Housing	2019	2023	Affordable Housing	N/A	N/A	0	No housing programs were funded with the use of the 2020 Annual Action funds.
2	Cultivate Small and Emerging Businesses	2019	2023	Non-Housing Community Development	Blight and Substandard Area #1	Eliminate Slum and Blight	35,000	Economic development activities: minimum of 3 small businesses assisted
3	Support Public Services for Vulnerable Population	2019	2023	Non-Housing Community Development  Special needs populations	City of Grand Island  Census tract: 00100 block group 1	Benefit LMI	356,392	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted  Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: total census block population is 895

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Program Administration	2019	2023				36,000	Other

Table 7 – Goals Summary

## Goal Descriptions

1	Goal Name	Increase and Preserve Affordable Housing
	Goal Description	
2	Goal Name	Cultivate Small and Emerging Businesses
	Goal Description	
3	Goal Name	Support Public Services for vulnerable population
	Goal Description	

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City of Grand Island Identified program year 2020 Annual Action Plan projects below.

#### Projects

#	Project Name
1	Program Administration
2	YMCA Sidewalk Repair
3	Railside Sidewalk repair program
4	Railside Small Business Rental Assistance Program
5	YWCA Empowerment Childcare program
6	Crossroads Mission Avenue

Table 8 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Grand Island continues to select projects that not only continue to make progress towards  
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goals that were stated in the 2019-2023 Consolidated Plan, but also projects that will have an sustainable impact on the City while moving forward with the growth of the population.

The City recognizes that easily navigated sidewalks is a necessity for vulnerable populations, by funding the YMCA and the Railside sidewalk programs, there is improved safety and accessibility to sidewalks in a low to moderate income area that also falls within a slum and blight designation. The area these activities will take place has a large number of low to moderate income residents.

One of the largest barriers for low to moderate women is the accessibility to stable and affordable childcare. The City has recognized that there is a deficit of childcare providers within our community, which has created a larger barrier for affordable childcare for some residents. The YWCA, is partnering with other local service providers to remove the childcare barrier for low to moderate income women within our community by offering free childcare to women based on a referral system.

The largest project that is funded with the 2020 CDBG funds is Crossroads Mission Avenue. Although our community has other shelters that cater to men, Crossroads is set apart by offering daytime services to homeless men in Grand Island. With the purchase of the buildings men will have a safe environment to learn new skills and a form of employment by working in Crossroads thrift store while recovering from homelessness.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Program Admin
	<b>Target Area</b>	City of Grand Island
	<b>Goals Supported</b>	Increase and Preserve Affordable Housing Provide Supportive Services for At-Risk & Homeless Revitalize Neighborhoods & Districts Program Administration
	<b>Needs Addressed</b>	Increase Quality & Affordable Housing Options Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods Improve Public Facilities Create Re-Investment Opportunities in Downtown
	<b>Funding</b>	36,000
	<b>Description</b>	Project cost associated with managing CDBG grant funds
	<b>Target Date</b>	September 30, 2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	
	<b>Planned Activities</b>	Program Administration
2	<b>Project Name</b>	YMCA Sidewalk Repair Program

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	<b>Target Area</b>	LMI Census Tract
	<b>Goals Supported</b>	Increase and Preserve Affordable Housing Provide Supportive Services for At-Risk & Homeless Revitalize Neighborhoods & Districts
	<b>Needs Addressed</b>	Increase Quality & Affordable Housing Options Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods
	<b>Funding</b>	33,000
	<b>Description</b>	The YMCA sidewalk project is an opportunity for the Grand Island YMCA to improve safety and accessibility to the sidewalks next to the handicapped parking stalls at the YMCA. The sidewalk cracked and past attempts at repairs have left uneven and unsafe walking surface. Drain covers across the width of the sidewalk are uneven, unstable and rusted. The ramp is also cracked and was placed in front of one of the handicapped stalls, making it impossible to be used most of the time. The project would replace broken sidewalks and drains, add more lighting to the area, and add a ramp for better safety and mobility. This project will comply with the American with Disabilities Act (ADA).
	<b>Target Date</b>	May 31, 2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	895 residents are located in Block group 1, Census Tract 10
	<b>Location Description</b>	This is a LMI area within the corporate City Limits of Grand Island, Nebraska.
	<b>Planned Activities</b>	Removal of architectural barriers and replace with ADA compliant curbs, sidewalks and parking.
	<b>3 Project Name</b>	Railside Sidewalk and Tree Repair Program
	<b>Target Area</b>	LMI Census Tracts

	<b>Goals Supported</b>	Increase and Preserve Affordable Housing Provide Supportive Services for At-Risk & Homeless Revitalize Neighborhoods & Districts
	<b>Needs Addressed</b>	Increase Quality & Affordable Housing Options Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods
	<b>Funding</b>	100,000
	<b>Description</b>	The Railside sidewalk and tree repair project is an opportunity for the City of Grand Island and the Railside Business Improvement District to work together to address sidewalk issues that have been caused by tree roots from the City Owned/Railside BID maintained trees which were originally planted in the late 1980's. The project would be managed by the Railside Business Improvement District with the primary goals be: <ul style="list-style-type: none"> <li>1) Repairing broken sidewalks and other barriers caused by tree roots in the public right of way in the LMI census tract 10Block Group 1.</li> <li>2) Create enticing environment for individuals with mobility disabilities by making the sidewalks comply with American's with Disabilities Act (ADA) in the LMI Census Tract 10 Block group 1</li> </ul>
	<b>Target Date</b>	May 31, 2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will take place in a census block group 10001 which has a total population of 895 residents of those 70.39% are considered low to moderate income.
	<b>Location Description</b>	This Project will take place with a Low to moderate income area within the corporate City Limits of Grand Island Nebraska.
	<b>Planned Activities</b>	Removal of architectural barriers and replace with ADA compliant curbs, sidewalks and parking.
<b>4</b>	<b>Project Name</b>	Railside Small Business Rental Assistance Program
	<b>Target Area</b>	Slum and Blight Area #1
	<b>Goals Supported</b>	Revitalize Neighborhoods & Districts

	<b>Needs Addressed</b>	Cultivate Small and Emerging Businesses
	<b>Funding</b>	\$35,000
	<b>Description</b>	<p>The Rental Assistance Program is an opportunity for the City of Grand Island, Railside Business improvement District, property owners and new business owners to work together in a public private partnership to foster business growth in downtown Grand Island. The Rental Assistance Program has 2 main goals</p> <ol style="list-style-type: none"> <li>1) Recruiting and supporting new and expanded business to the Blight and substandard Area #1</li> <li>2) Filling downtown properties that are currently vacant or underutilized.</li> </ol>
	<b>Target Date</b>	December 31, 2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The program is ultimately meeting the benefit of eliminating slum and blight, individual families will not be benefited directly rather 3 businesses will supported.
	<b>Location Description</b>	This activity will take place in the designated Slum and Blight area #1 within Grand Island.
	<b>Planned Activities</b>	The planned activities will be considered Economic development activities within a slum and blight area.
5	<b>Project Name</b>	YWCA-Empowerment
	<b>Target Area</b>	City of Grand Island
	<b>Goals Supported</b>	Provide Supportive Services for At-Risk & Homeless
	<b>Needs Addressed</b>	Support Public Services for Neighborhoods
	<b>Funding</b>	\$25,000

	<b>Description</b>	<p>The YWCA of Grand Island’s Empowerment program will remove the childcare barrier for women. The YWCA will provide childcare to mothers who are looking for employment, are participating in college or trade school classes, are participating in a certification training program or receiving services from another local non-profit. Mothers will be referred to the YWCA through partner programs. Mothers will be provided childcare at no cost to them for up to 20 hours a week if looking for employment, taking classes at a community college or trade school, or for the total length of a training certification program. After they have found employment or completed their respective program the YWCA will work with the parent to ensure they find the best childcare fit for their family. The YWCA will also provide aid in applying for any Subsidies for which individuals are eligible.</p> <p>The YWCA will keep a minimum of 10 openings a day of carious ages with a goal to serve 150 individual children.</p>
	<b>Target Date</b>	June 30, 2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated this program will serve 70 families with 51% of families served being Low to moderate income.
	<b>Location Description</b>	This program will be available to families located within the corporate City Limits of Grand Island Nebraska.
	<b>Planned Activities</b>	This is a public service activity that will benefit Low to moderate individuals
6	<b>Project Name</b>	Crossroads Mission Avenue
	<b>Target Area</b>	City of Grand Island
	<b>Goals Supported</b>	Provide Supportive Services for At-Risk & Homeless
	<b>Needs Addressed</b>	Support Public Services for Neighborhoods
	<b>Funding</b>	\$60,000
	<b>Description</b>	The City of Grand Island will use these funds as an opportunity for the non-profit service providers within Grand Island to receive funding for a new or expansion of services.

	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	The City of Grand Island will use these funds as an opportunity for the non-profit service providers within Grand Island to receive funding for a new or expansion of services.

## AP-50 Geographic Distribution – 91.220(f)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

As of now there is no data that shows there are census tracts in the City of Grand Island which display a minority concentration. Overall, the demographics of the census tracts which have a lower average income reflect similar demographics to the census tracts with a higher average income.

### Geographic Distribution

Target Area	Percentage of Funds
City of Grand Island	61%
Blight & Substandard Area #1	8%
Blight & Substandard Area #2	0
Blight & Substandard Area #4	0
Blight & Substandard Area #6	0
LMI Census Tracts	31%

**Table 9 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

The City of Grand Island targets areas with 51% or more, of the residents are low to moderate income. The public improvement projects such as sidewalk repairs must be completed in the City's target areas which are characterized by low to moderate income concentrations, with signs of economic decline and/or slum and blight. These areas can reviewed on the attachments at the end of the document labeled attachment III designated Slum and Blight areas and Attachment IV low to moderate income Census Tract Map.

### Discussion

No further discussion needed.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Grand Island partners with the Hall County Housing Authority and several non-profit agencies to assist in projects designed to provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families.

The goals below are estimates based on the 2020 program year project proposals.

One Year Goals for the Number of Households to be Supported	
Homeless	8
Non-Homeless	0
Special-Needs	0
Total	8

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

**Table 11 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

The City of Grand Island did not fund any rehab, construction or demolition of Low to moderate income housing with the use of the 2020 CDBG funds. Crossroads Mission Avenue project will use funds to purchase 3 properties that include a duplex for transitional housing for men, a house that will be used for emergency shelter and a commercial building that will serve as a thrift store. The transitional housing will offer men a home while completing Crossroads' personal resilience program that typically averages a stay of 16 weeks. Throughout this program Crossroads staff will aid men in finding permanent housing solutions.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Throughout the past the City of Grand Island and the Hall County Housing Authority have taken active steps in attempts to strengthen their capacity to work together and align resources. This includes but is not limited to, consultation efforts, forming Housing Partnerships together and Fair Housing tasks. The City of Grand Island sees the Hall County Housing Authority as a well-run and extremely important asset to the community. The City intends to format CDBG funding in a manner which would help alleviate some of the waiting list pressure and lack of affordable housing issues that are currently hindering the HCHA. These steps are a direct result of the City working directly with the HCHA and gaining better insight on the steps we could be making to strengthen them.

### **Actions planned during the next year to address the needs to public housing**

Hall County Housing Authority officials were consulted during the formulation of this Annual Action Plan. The City's CDBG funds are not sub-awarded directly to the Hall County Housing Authority throughout this Annual Action Plan, but the City plans to use funds in ways to help create affordable quality housing options, such as placing an emphasis of ADA improvements within the public facilities in Grand Island such as sidewalks, that would have a benefit to LMI persons and vulnerable populations within the community.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The City of Grand Island has outlined projects in the Annual Plan to address the needs of near homeless families and extremely low income to very low income families. The Public Service grant will provide much needed resources to providers who generally provide direct assistance to individuals and families in extremely low to very low income households. The local Continuum of Care is a large group of service providers within Grand Island who each offer unique services tailored to the individuals they serve. These services often are meant to be used for a short time to aid residents in areas such as Job Employment, aid to homeless or near homeless persons, educational help and help to special populations. When service providers are able to provide such services with the help of CDBG funding residents within the community of Grand Island are in a better position to be more involved in management and participate

in homeownership

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Hall County Housing Authority is not designated as troubled.

**Discussion**

No further discussion necessary.



## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City is located within the Balance of State Continuum of Care. Each Continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. In addition the City has a smaller local Continuum of Care of Service providers within Grand Island that meets monthly in order to collaborate on cases.

Throughout the 2020 program year the City of Grand Island will use funds to provide services to homeless individuals and special needs activities through direct financial support of the YWCA Empowerment program and Crossroads Mission Avenue. These programs will help serve those in need within in our community to help them find services or programs that lead to self-sufficiency.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Nebraska Balance of state CoC which includes local homeless agencies, conducts annual surveys with a point in time count. These surveys are used by many non-profit service providers within the City to fulfill program requirements and needs. The City of Grand Island does not directly financially support all agencies within the CoC but provides support by participating in the monthly case coordination meetings, resulting in better services and for clients in need by teaming with multiple local service providers.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

There are a variety of Agencies within the City of Grand that provide housing options and case management assistance including those returning from mental and physical health institutions, domestic violence, veterans and homelessness. They provide the option of living independently or in a group settings. The Local Continuum of Care group is a good resource for case management as it meets monthly in order to collaborate services to best meet the needs of residents in Grand Island.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were**

### **recently homeless from becoming homeless again**

Homeless providers are focusing efforts on increasing the bed count for both emergency shelter and transitional housing programs. Funding for these efforts are limited and the City does not have the capability to fund all of the services providers. However with the use of the 2020 CDBG funds, Crossroads Mission is able to expand their facilities within Grand Island through the purchase several properties, Crossroads will be able to expand their personal Resilience Program to aid men from homelessness to independent living.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

There are a variety of service providers in the City of Grand Island that assist low income individuals and families. These providers coordinate to ensure that they are meeting the needs of the community to the best of their ability. One of the ways they coordinate is through the area's local Continuum of Care group. The group offers a chance for service providers to have a round table discussion about updates and changes in their organizations and a chance for them to seek assistance and advice if needed. Project Homeless Connect is a community event where these organizations collaborate to offer much needed services in one location on the same day to individuals and families in need.

### **Discussion**

No further discussion necessary.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Grand Island partners with the Hall County Housing Authority and several non-profit agencies to assist in projects designed to provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Grand Island has taken actions in the past to remove negative effects of public policies in regard to the development of affordable housing including the change of subdivision regulations to allow for narrower streets and small lots sizes, thereby reducing the cost to the developer, which could in turn foster a reduction in cost to the potential homeowners.

In regard to the CBDG funds and future plans to remove or ameliorate barriers, the City of Grand Island has partnered with other local housing agencies to form the Housing Improvement Partnership, this group works within the community to aid in the goal of obtaining affordable housing.

### **Discussion:**

No further discussion necessary

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City of Grand Island has multiple strategies to meet the needs of the community. CDBG funds are a small, yet primary funding component to assist in meeting most of these needs.

### **Actions planned to address obstacles to meeting underserved needs**

The allocation of funding in the 2020 Annual Action Plan aims to provide the community's special needs population, including handicapped, low income and elderly access to services utilized by the general at large. Projects will help provide a suitable living environment by making services accessible to needy individuals.

### **Actions planned to foster and maintain affordable housing**

### **Actions planned to reduce lead-based paint hazards**

The City of Grand Island has funded multiple housing programs including down payment assistance and owner occupied rehabilitation programs; all of which require a lead based paint inspection on all homes built prior 1978. Homes that were built prior to 1978 are presumed or tested to have lead-based paint.

The City of Grand Island does not intend to directly operate any Rehabilitation efforts during the 2020 Annual Action Plan Period. For this reason, the Lead based paint guidelines which apply are those directly related to sub-recipients of CDBG funds. The following actions are included in the City's Community Development Policy and Procedures document:

“At a minimum, Sub-recipient is required to:

- a) Notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards;
- b) Paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made;
- c) Provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-approved equivalent;



d) Reduce lead hazards as required by the applicable subparts of Part 35 (full description of Part 35 is available in the Community Development Policy and Procedures, it states the varying levels of requirements, in relation to the level of financial assistance provided); and

e) Perform clearance testing, including dust testing, before re-occupancy after all but minimal (“deminimis”) amounts of paint disturbances.”

It should also be noted that the Community Development Policy and Procedures states that “Where regulations differ, Sub-recipients are held to the stricter of the standards.”

At this point and time, the City sees the implementation and enforcement of the above guidelines as actively attempting to reduce Lead Based Paint Hazards.

### **Actions planned to reduce the number of poverty-level families**

The City of Grand Island has formatted its CDBG allocation in a manner which intends to reduce the number of poverty-level families. This includes the support through improvements to Low and moderate income areas throughout the City of Grand Island.

It is the intent of the City to continue to support these programs in their efforts to address the poverty needs throughout the 2020 Program Year.

### **Actions planned to develop institutional structure**

The City of Grand Island’s Administration will continue to monitor the effectiveness and productivity of the Community Development Division and will add additional staff as the growth of the program allows, if needed.

The Continuum of Care, and subsequent members, are still operating within the Balance of State model for operations and funding purposes. While the City of Grand Island has moved over into Metropolitan status, which has included funding changes such as creating a Metropolitan Planning Agency and Entitlement funding.

At the City only receives Entitlement CDBG funds as Metro based funding, while local non-

profit service providers are receiving funding and generating data on a Balance of State level for other federal funding, due to this it is difficult to develop an Institutional Structure meets all the needs of vulnerable populations within the community.

For this reason, the stated steps that the City of Grand Island will be taking are those which allow us to foster relationships and address low to moderate income populations, while working with the ultimate goal of executing our Annual Action Plan to the best of our ability.

While the Continuum of Care is a part of the Balance of State model, all funding priorities, projects, data and plans will reflect the goals of the entire state of Nebraska excluding Omaha and Lincoln for other funding sources such as CoC, ESG and HOME funds, making it quite difficult to develop an institutional structure which would be specific to Grand Island that incorporates the use of all.

#### **Actions planned to enhance coordination between public and private housing and social services agencies**

The City of Grand Island will continue to work closely with the Continuum of Care to identify the needs of the social service agencies who work with the homeless and near homeless populations of Grand Island.

Additionally, the City of Grand Island plans to continue to work closely with the Hall County Housing Authority in many capacities to support public housing including extensive collaboration in implementation of the Affirmatively Furthering Fair Housing Program Guidelines.

Multiple housing agencies within the City of Grand Island have continued to partner through the Housing Improvement Partnership (which is currently coordinated by the Community Development Division) The Hall County Housing Authority's Executive Director also serves on the Executive Board for the Housing Improvement Partnership. The anticipated collaborations over the next fiscal year between these agencies and the City's efforts through the Housing Improvement Partnership will most definitely strengthen the coordination and implementation capacity of all parties involved, especially related to the very prevalent need of creating additional and maintaining affordable housing.

#### **Discussion:**

No further discussion necessary

**Program Specific Requirements**  
**AP-90 Program Specific Requirements – 91.220(I)(1,2,4)**

**Introduction:**





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item F-1

**#9819 - Consideration of Amending Chapter 24-3 of the Grand Island City Code Relative to Vehicles in Parks, Hike/Bike Trails, and Detention Cells**

Staff Contact: Todd McCoy

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 23, 2021

**Subject:** Approve City Code Updated to Allow E-bikes and Mobility Devices in City Parks and Trails

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

Electronic bikes or e-bikes have become popular across the nation. Many states and municipalities have had to update local laws to address the public use of the new bikes. E-bikes are bicycles with an electric motor which can be used to assist propulsion. Many kinds of e-bikes are available for sale, but generally fall into two broad categories. Bikes that assist the rider's pedal-power and bikes that add a throttle, integrating moped-style functionality. Both retain the ability to be pedaled by the rider. E-bikes use rechargeable batteries and typically travel up to 20 mph. High-powered varieties can often travel more than 28 mph.

By State Statute the State of Nebraska has classified e-bikes that travel twenty miles per hour or less as bicycles rather than mopeds or motorcycles.

## **Discussion**

Currently City Code does not allow motor vehicles in City Park or trails, nor does it define e-bikes or motor driven mobility devices that assist individuals with mobility disabilities.

It is recommended that City Code Section 24-3 be updated to allow for the use of electric assist bikes and mobility devices.

### **§24-3. Vehicles in Parks, Hike/Bike Trails, and Detention Cells**

**With the exception of Class 1 Electric Bicycles, Motorized Wheel Chairs, and Other Power Driven Mobility Devices,** It is unlawful for any person to operate or park any motor vehicle, including motorcycles, minibikes, and snowmobiles, in any city park, storm detention cell, hike/bike trail, or any portion thereof, except on the roads, paths, or areas established therein for such operation or parking.

## DEFINITIONS

- A. “Class 1 electric bicycle” means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that stops providing assistance when the electric bicycle reaches a speed of 20 miles per hour.
- B. “Motorized wheelchair” means any self-propelled vehicle designed for and used by a handicap person.
- C. “Other Power Driven Mobility Devices” (OPDMD) means any mobility device that is used by individuals with mobility disabilities for the purpose of locomotion but is not a wheelchair. OPDMD’s shall not be capable of speeds over 20 miles per hour.

## **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 City Council approve an amendment to City Code to allow the use of electric assist bikes and mobility devices.

## **Sample Motion**

Move to approve amending the City Code to allow the use of electric assist bikes and mobility devices in parks and trails.

ORDINANCE NO. 9819

An ordinance to amend Chapter 24 of Grand Island City Code; to amend Section 24-3; 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. Section 24-3 of the Grand Island City Code Chapter 24 is amended to read as follows:

**§24-3. Vehicles in Parks, Hike/Bike Trails, and Detention Cells**

A) With the exception of Class 1 Electric Bicycles, Motorized Wheel Chairs, and Other Power Driven Mobility Devices, it is unlawful for any person to operate or park any motor vehicle, including motorcycles, minibikes, and snowmobiles, in any city park, storm detention cell, hike/bike trail, or any portion thereof, except on the roads, paths, or areas established therein for such operation or parking.

B) For the purpose of this section, the following definitions shall apply:

1. “Class 1 electric bicycle” means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that stops providing assistance when the electric bicycle reaches a speed of 20 miles per hour.

2. “Motorized wheelchair” means any self-propelled vehicle designed for and used by a handicap person.

3. “Other Power Driven Mobility Devices” (OPDMD) means any mobility device that is used by individuals with mobility disabilities for the purpose of locomotion but is not a wheelchair. OPDMD’s shall not be capable of speeds over 20 miles per hour

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

Approved as to Form	☐ _____
March 8, 2021	☐ City Attorney



ORDINANCE NO. 9819(Cont.)

SECTION 3. This ordinance shall be in force and take effect fifteen (15) days from and after its passage and publication pursuant to law.

Enacted: March 23, 2021.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, March 23, 2021**

**Council Session**

## **Item G-1**

### **Approving Minutes of March 9, 2021 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 9, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 9, 2021. Notice of the meeting was given in *The Grand Island Independent* on March 3, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Michelle Fitzke, Mark Stelk, Bethany Guzinski, Mitch Nickerson, Chuck Haase, Vaughn Minton, Justin Scott, Maggie Mendoza and Mike Paulick. Councilmember Jason Conley was absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

PRESENTATION:

Budget Review. Finance Director Patrick Brown reported that the sales tax receipts for the General Fund for fiscal year 2021 were down 2.5% or \$148,000 as compared to FY 2020. However they were higher than 2018-2019 FY year.

Property Tax revenue for FY 2021 was 59.2% more than the same period last year. Licenses & Permits receipts were up 43.6% over the same period last year. Motor vehicle sales tax revenue continued to be strong and was up 22.7% or \$206,000 for FY 2021. Franchise fees were continually going down over the past few years. He stated they had captured over \$3.5 million of the Cares Act in 2020. Mentioned was the Revenue Less Expenses report for the General Fund which was for 5 months. He stated Capital Projects were moving along as expected. During budget meetings they would be talking about FTE's.

Discussion was held regarding the Metropolitan Statistical Area (MSA) and the article in the paper on Sunday to increase the size to 100,000 people instead of 50,000. Cares Act was mentioned with a discussion to be brought forward for property tax relief.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Drainage/Utility Easements in Section 12, Township 11 N, Range 10- 3812 West 13th Street (Blender, LLC) and Millennial Estates- 1449 Stonewood Avenue & 1435 Stonewood Avenue (Starostka Group Unlimited, Inc.). Public Works Director John Collins reported that public easements were needed to accommodate drainage and utilities for development within Millennial Estates Subdivision. This subdivision was located north of 13<sup>th</sup> Street, between North Road and US Highway 281. Staff recommended approval. No public testimony was heard.

Public Hearing on Dedication of Right-of-Way for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12. Public Works Director John Collins reported that to allow for the improvements to the southern portion of North Road from US Highway 30 to Old Potash Highway it was required that current property be dedicated by the City of Grand Island as right-of-way. This ROW dedication would allow for a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements to complete the project. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Nagel- 1905 N North Road). Public Works Director John Collins reported that Public right-of-way was needed to accommodate intersection improvements for the North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-7 (Resolution #2021-46) was removed for further discussion. Motion by Paulick, second by Guzinski to approve the Consent Agenda excluding item G-7. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of February 23, 2021 City Council Regular Meeting.

#2021-41 - Approving Bid Award - Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station - Spring 2021 with Meylan Enterprises, Inc. of Omaha, Nebraska in an Amount of \$196,311.99.

#2021-42 - Approving Bid Award - Boiler Inspection and Repair at Platte Generating Station - Spring 2021 with Locke AMI, LLC of Olathe, Kansas in an Amount of \$90,158.00.

#2021-43 - Approving Platte Generating Station Coal Combustion Residual (CCR) Groundwater Services Task 17 with HDR Engineering with HDR Engineering, Inc. of Omaha, Nebraska in an Amount not to exceed \$39,900.00.

#2021-44 - Approving Emergency Procurement of Generator Fuel Oil from Bosselman Energy in an Amount of \$212,983.13; Sapp Bros. in an Amount of \$332,539.06; and Aurora Co-op in an Amount of \$56,806.95.

#2021-45 - Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2021 Divine Mercy Sunday Procession.

#2021-46 - Approving Transit Scheduling Software from RouteMatch Software, LLC of Atlanta, Georgia in an Amount of \$184,805.00. Transit Program Manager Charley Falmlen reported that the State of Nebraska Department of Transportation (NDOT) issued a Request for Qualifications on January 13, 2020 for the purpose of prequalifying contractors to provide Transit Scheduling Software. Per Federal Transit Administration regulations, the City of Grand Island could participate in the State of Nebraska's group procurements for the purpose of obtaining equipment and services. Total cost of the Transit Scheduling Software from RouteMatch Software, LLC

was \$184,804.00. This software would allow for contactless transactions and improved availability of service.

Motion by Nickerson, second by Stelk to approve Resolution #2021-46. Upon roll call vote, all voted aye. Motion adopted.

#2021-47 - Approving Acquisition of Drainage/Utility Easements in Section 12, Township 11 N, Range 10- 3812 West 13th Street (Blender, LLC) and Millennial Estates- 1449 Stonewood Avenue & 1435 Stonewood Avenue (Starostka Group Unlimited, Inc.).

#2021-48 - Approving Contract Renewal 1 of 2 for Annual Pavement Markings for the Streets Division of Public Works with Straight-Line Striping, Inc. of Grand Island, Nebraska in an Amount of \$128,905.50.

#2021-49 - Approving Dedication of Right-of-Way for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12.

#2021-50 - Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Nagel- 1905 N North Road).

#2021-51 - Approving Temporary Construction Easements for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5.

#2021-52 - Approving Subordination Request for 209 S. Cherokee Avenue (Betti Dugger).

#2021-53 - Approving Interlocal Agreement with Hall County for Ambulance Service in an Amount of \$225,223.00 from July 1, 2021 thru June 30, 2022.

RESOLUTION:

#2021-54 – Consideration of Approving the SAFER Grant Application. Fire Chief Cory Schmidt reported that the Department of Homeland Security’s Staffing for Adequate Fire and Emergency Response (SAFER) grant program was created to provide funding to fire departments to help them increase or maintain the number of trained, “front line” firefighters available in their communities. The SAFER grant would pay for three firefighters’ wages and benefits for a three-year period for a total of approximately \$831,000. Unlike previous years, there wasn’t a local cost share requirement or a commitment to retain the firefighters once the grant period runs out. Staff recommended approval.

Discussion was held concerning paying for these positions once the grant ends. Chief Schmidt answered questions concerning long distance transfers, adding an additional ambulance and fire truck and cost savings on overtime.

Motion by Paulick, second by Fitzke to approve Resolution #2021-54. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of February 24, 2021 through March 9, 2021 for a total amount of \$3,407,793.64. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:07 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-2

### **Approving Appointment of James Truell to the Community Redevelopment Authority**

*Mayor Steele is recommending the appointment of James Truell to serve on the Community Redevelopment Authority to replace Glen Wilson. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2024.*

Staff Contact: Mayor Roger Steele



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-3

### **Approving Appointment of Councilmember Maggie Mendoza to the Building Code Advisory Board and the South Locust Street Business Improvement District**

*Mayor Steele has submitted the appointment of Councilmember Maggie Mendoza to the Building Code Advisory Board and the South Locust Street Business Improvement District to replace Clay Schutz. The appointments would become effective immediately upon approval by the City Council and would expire on December 31, 2021.*

Staff Contact: Mayor Roger Steele





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-4

**#2021-55 - Approving Surety Bond for Councilmember Maggie Mendoza**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** March 22, 2021  
**Subject:** Bonds for Elected Officials  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2-23 specifies as follows:

Bonds for Elected Officials:

Before entering upon the duties of their office, the following named elective officers of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

Mayor	\$20,000
City Council Member	\$ 1,000

## **Discussion**

The City Clerk has contacted Mueller Insurance Agency, Inc. of Grand Island, Nebraska who has supplied the bonds for newly appointed Councilmember Maggie Mendoza. See attached.

## **Alternatives**

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

1. Move to approve the bonds
2. Refer the issue to a Committee
3. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the elected officials bonds.

### **Sample Motion**

Move to approve the newly appointed officials bond for Councilmember Maggie Mendoza.



# Western Surety Company

## Schedule

Bond No.: 70281414

Principal Name: City of Grand Island

Effective Date: February 26, 2021

This schedule is in replacement of and not in addition to any previous schedule issued for the bond referenced above. The liability of WESTERN SURETY COMPANY shall not be cumulative and shall not exceed the Penalty Amount for Each Position of the bond in effect as to any Employee or Officer when the dishonest act of the Employee or Officer shall have been committed.

Name	Position	No. of Officers or Employees in Each Position	Penalty Amount for Each Position	Annual Premium for Each Position*
See Attached Schedule				

\*Premium charged will be prorated based on the effective date of the change and the term dates of the bond.

Dated this 2nd day of March, 2021

Accepted

By \_\_\_\_\_

Official Title \_\_\_\_\_



WESTERN SURETY COMPANY

By \_\_\_\_\_

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

Form F9540

## Updated Schedule:

RaNae Edwards	City Clerk	\$10,000	\$35
Mitch Nickerson	City Council	\$1,000	\$3.50
Chuck Haase	City Council	\$1,000	\$3.50
Vaughn Minton	City Council	\$1,000	\$3.50
Mike Paulick	City Council	\$1,000	\$3.50
Bethany Guzinski	City Council	\$1,000	\$3.50
Mark Stelk	City Council	\$1,000	\$3.50
Roger Steele	Mayor	\$20,000	\$70
Jason Conley	City Council	\$1,000	\$3.50
Michelle Fitzke	City Council	\$1,000	\$3.50
Patrick Brown	Finance Director/Treasurer	\$120,000	\$425
Jerry Janulewicz	City Administrator	\$20,000	\$70
Brian Schultz	Assistant Finance Director	\$120,000	\$425
Justin Scott	City Council	\$1,000	\$3.50
Maggie Mendoza	City Council	\$1,000	\$3.50

R E S O L U T I O N   2021-55

WHEREAS, Grand Island City Code Chapter 2-23 requires bonds and security for the Mayor and City Councilmembers before entering upon the duties of their office; and

WHEREAS, the bonds and security as provided by law are for the faithful performance of their duties; and

WHEREAS, these bonds shall be approved by the city council in the amount of \$20,000 for the Mayor and \$1,000 for each Councilmember; and

WHEREAS, Mueller Insurance Agency, Inc. of Grand Island, Nebraska has supplied the bonds and security for newly appointed Councilmember Maggie Mendoza.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bonds and surety for newly appointed Councilmember Maggie Mendoza is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
March 19, 2021	▣ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-5

**#2021-56 - Approving Request from Amy J. Schutte dba Bella Design & Décor, 110 East 3rd Street for an Addition to their Class “C-123032” Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2021-56

WHEREAS, an application was filed by Amy J. Schutte doing business as Bella Design & Decor, 110 East 3rd Street for an Addition to their Class "C-123032" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 13, 2021; such publication cost being \$17.74; and

WHEREAS, a public hearing was held on March 23, 2021 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-6

**#2021-57 - Approving Request from Luisa Lovato dba Ritmos Night Club, 316 East 2nd Street for a Change of Location for Class “I-108549” Liquor License to 611 East 4th Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2021-57

WHEREAS, an application was filed by Luisa Lovato doing business as Ritmos Night Club, 316 East 2<sup>nd</sup> Street for a Change of Location to 611 East 4<sup>th</sup> Street to their Class "I-108549" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 13, 2021; such publication cost being \$17.74; and

WHEREAS, a public hearing was held on March 23, 2021 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-7

**#2021-58 - Approving Request from City of Grand Island dba Jackrabbit Run Golf Course, 2800 N. Shady Bend Road for a Class “C” Liquor License and Liquor Manager Designation for Tomme McManus, 411 S. Madison Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2021-58

WHEREAS, an application was filed by City of Grand Island doing business as Jackrabbit Run Golf Course, 2800 North Shady Bend Road for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 13, 2021; such publication cost being \$17.25; and

WHEREAS, a public hearing was held on March 23, 2021 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Tomme McManus, 411 South Madison Street, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-8

**#2021-59 - Approving Final Plat and Subdivision Agreement for Taylor Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** March 23, 2021

**Subject:** Taylor Subdivision – Final Plat

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

## **Background**

This property is located between Locust and Pine Streets north of Fonner Park Road in Grand Island, Nebraska (2 lots, 0.878 acres). This property is zoned B2 General Business Zone and R3 Medium Density Residential Zone.

## **Discussion**

The final plat for Taylor Subdivision was considered at the Regional Planning Commission at the March 3, 2021 meeting.

A motion was made by Rainforth and second by Ruge to approve final plat for Taylor Subdivision.

The motion was carried with eight members voting in favor (O'Neill, Ruge, Randone, Robb, Olson, Monter, Rubio and Rainforth) with 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**  
Douglas and Pamala Taylor  
1114 S. Pine Street  
Grand Island, NE 68801

To create

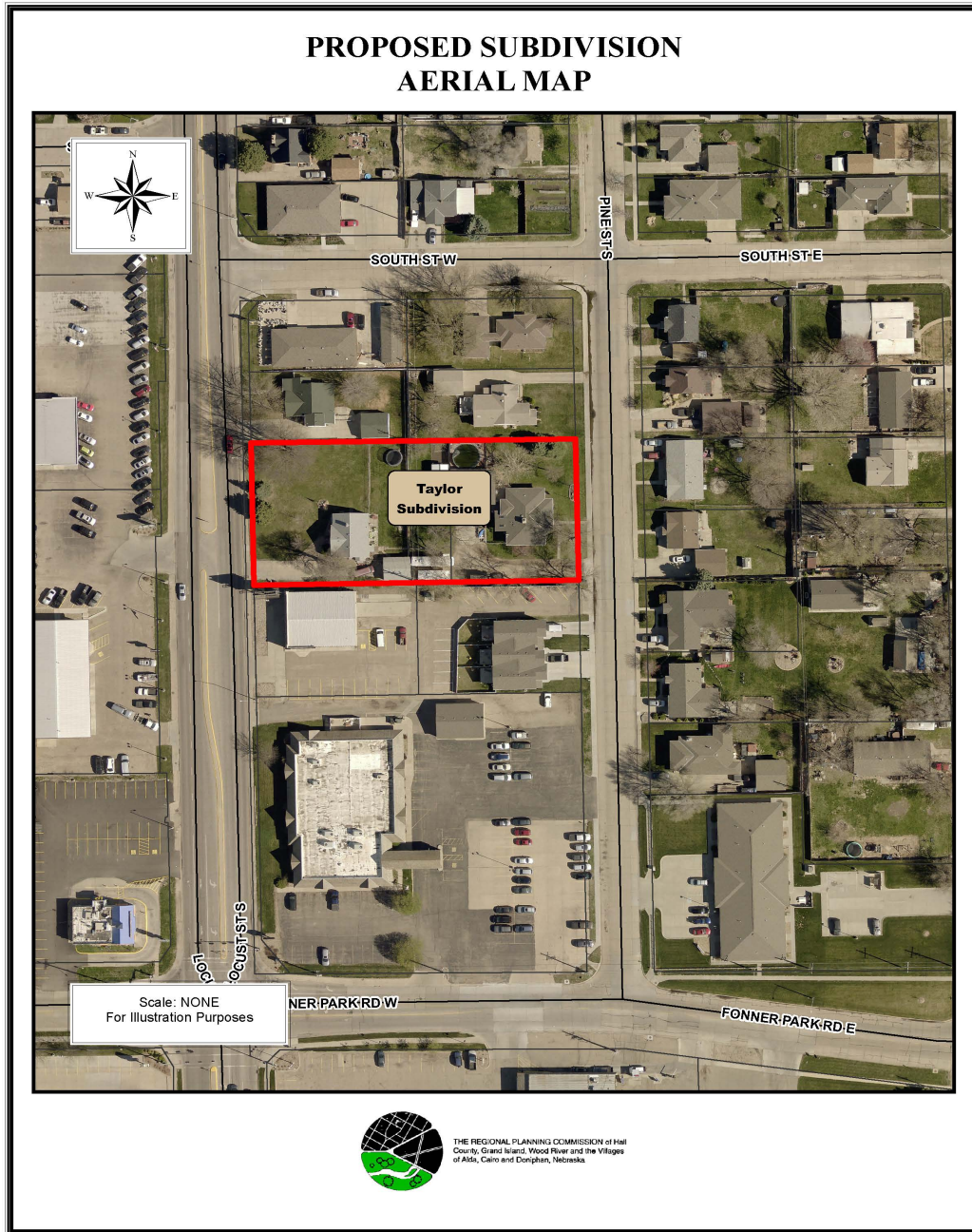
**Size:** Final Plat 2 lots, 0.878 Acres

**Zoning:** B2 General Business Zone and R3 Medium Density Residential Zone.

**Road Access:** Locust and Pine Street are both concrete curb and gutter streets that meet or exceed standards.

**Water:** City Water is available and all lots are connected.

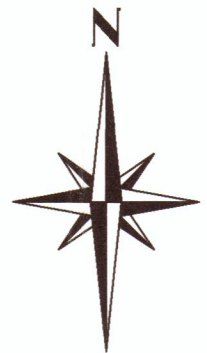
**Sewer:** City Sewer is available and all lots are connected.



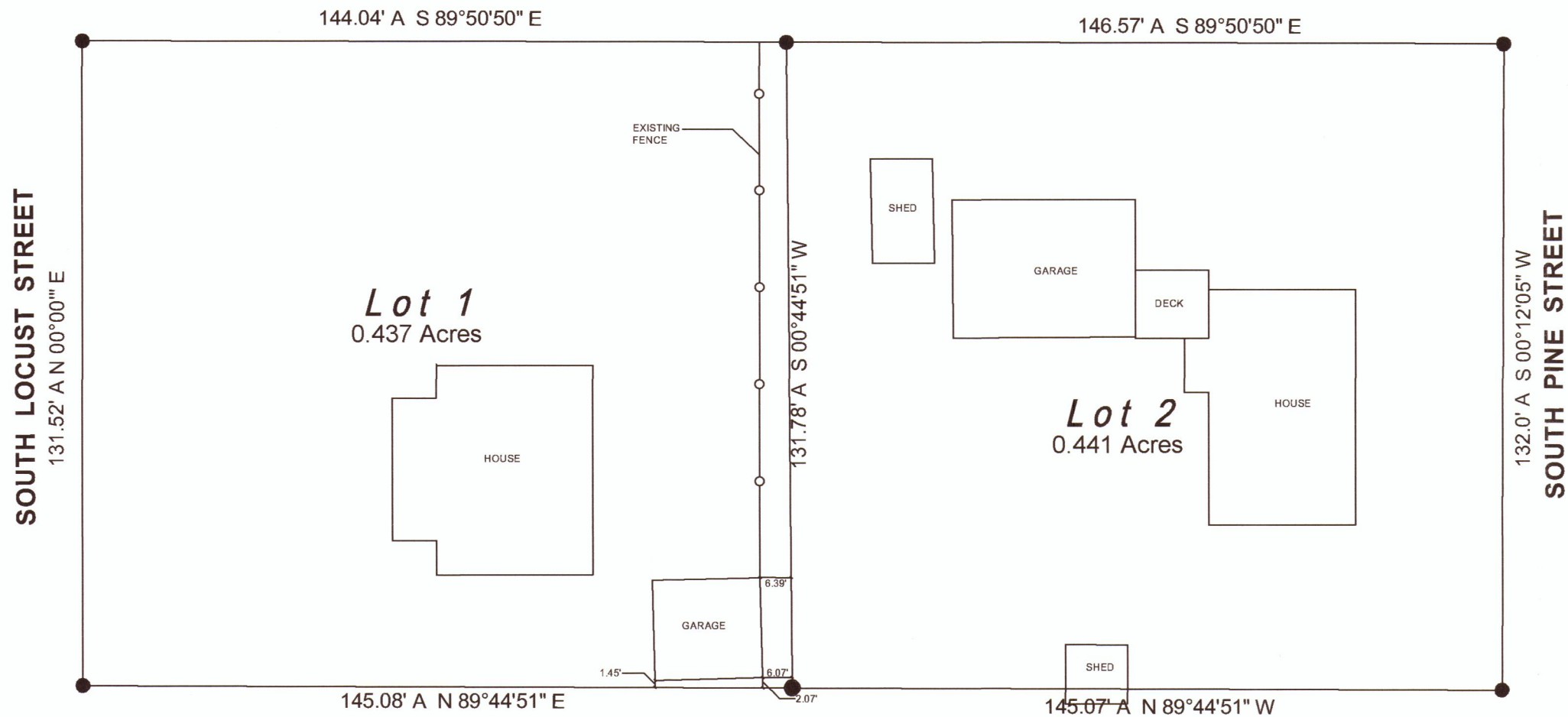


Legend

- - Corner Found 1/2" Pipe Unless Otherwise Noted
- - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
- ⊙ - Temporary Point
- All Distances on Curves are Chord Distance
- R - Recorded Distance
- A- Actual Distance
- P- Prorated Distance



Scale 1" = 40'



Legal Description

A part of Lot Twelve (12), Vantine's Subdivision to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 12 and running Easterly along and upon the North side of Lot 12 a distance of 184.00' feet, running thence Southerly to a point on the South line of said Lot 12 which is 443.50' feet west of the Southeast corner of said Lot 12, running thence West, along and upon the South line of said Lot 12, a distance of 183.50' feet to the Southwest corner of said Lot 12, and running thence North along and upon the West side of said Lot 12, a distance of 132.00' feet to the point of beginning, excepting therefrom a tract more particularly described in Warranty Deed recorded in Book 165, Page 102 in the Register of Deeds Office in Hall County, Nebraska and excepting therefrom a tract of land deeded to the City of Grand Island, Nebraska by Warranty Deed recorded as Documents No. 82-001401

And

A tract of Land comprising a part of Lot Twelve (12) Vantine's Subdivision, to the City of Grand Island, Hall County Nebraska more particularly described as follows:

Beginning at a point on the North Line of said Lot 12, said point being 100.00' feet west of the Northwest corner of said Lot 12; thence westerly and parallel to the south line of said Lot 12 a distance of 13.00' feet; thence southerly and parallel to the east line of said Lot 12, a distance of 132.00' feet to a point on the south line of said Lot 12; thence easterly along and upon said south line of said Lot 12, a distance of 13.50' feet; to a point 100.00' feet West of the Southeast corner of said Lot 12; thence northerly a distance of 132.00' feet to the point of beginning; said tract abutting the west side of a tract deeded to said grantees by deed recorded in Book 165, Page 684 in the Hall County Nebraska, Register of deeds.

Surveyor's Certificate

I hereby certify that on February 2, 2021, I completed an accurate survey of 'TAYLOR SUBDIVISION', an Addition to the City of Grand Island, 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 lot corners; that the dimensions of each lot are 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.

Brent D Cyboron, Reg. Land Surveyor No. 727

TAYLOR SUBDIVISION  
GRAND ISLAND, NEBRASKA  
UTILITY PLAN

Dedication

KNOW ALL MEN BY THESE PRESENTS, that Douglas P. Taylor and Pamela S. Taylor, both husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'TAYLOR SUBDIVISION', an Subdivision in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, 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 \_\_\_ day of \_\_\_, 2021.

Douglas P. Taylor

Pamela S. Taylor

Date

Date

Acknowledgement

State Of Nebraska  
County Of Hall SS

On the \_\_\_ day of \_\_\_, 2021, before me, \_\_\_\_\_ a Notary Public within and for said County, personally appeared Douglas P. Taylor and Pamela S. Taylor, both husbands and wife, and to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or 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 \_\_\_\_\_.

Notary Public

Approvals

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

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this \_\_\_ day of \_\_\_, 2021.

Mayor

City Clerk

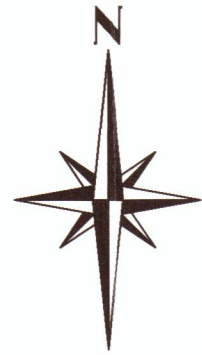
INITIAL POINT SURVEYING LLC  
1811 W 2nd Street, Suite 280  
Grand Island, NE 68803  
308-383-6754 Cell  
308-675-4141 Office

LOCATION: Grand Island, Hall County, Nebraska			
TITLE: Taylor Subdivision			
SCALE: AS SHOWN 1" = 40'	DATE: 2/09/2021	DRAWN: Brent C.	PAGE: 2 OF 2
REVISIONS: PROJECT NO: 21-010	DRAWING NO:	REVISION:	

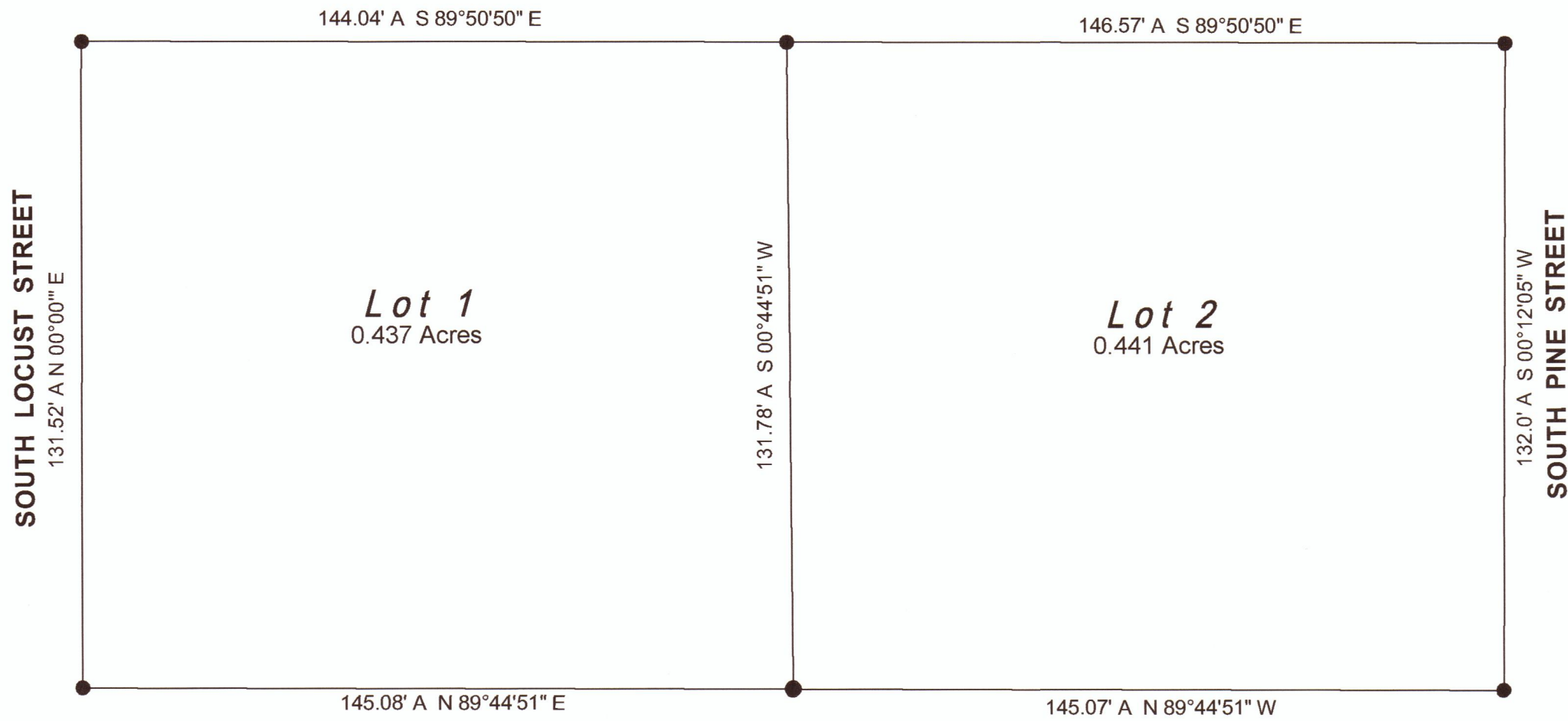


Legend

- - Corner Found 1/2" Pipe Unless Otherwise Noted
- - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
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- R - Recorded Distance
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And

A tract of Land comprising a part of Lot Twelve (12) Vantine's Subdivision, to the City of Grand Island, Hall County Nebraska more particularly described as follows:

Beginning at a point on the North Line of said Lot 12, said point being 100.00' feet west of the Northwest corner of said Lot 12; thence westerly and parallel to the south line of said Lot 12 a distance of 13.00' feet; thence southerly and parallel to the east line of said Lot 12, a distance of 132.00' feet to a point on the south line of said Lot 12; thence easterly along and upon said south line of said Lot 12, a distance of 13.50' feet; to a point 100.00' feet West of the Southeast corner of said Lot 12; thence northerly a distance of 132.00' feet to the point of beginning; said tract abutting the west side of a tract deeded to said grantees by deed recorded in Book 165, Page 684 in the Hall County Nebraska, Register of deeds.

Surveyor's Certificate

I hereby certify that on February 2, 2021, I completed an accurate survey of 'TAYLOR SUBDIVISION', an Addition to the City of Grand Island, 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 lot corners; that the dimensions of each lot are 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.

Brent D Cyboron, Reg. Land Surveyor No. 727

# TAYLOR SUBDIVISION

## GRAND ISLAND, NEBRASKA

Dedication

KNOW ALL MEN BY THESE PRESENTS, that Douglas P. Taylor and Pamela S. Taylor, both husband and wife, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'TAYLOR SUBDIVISION', an Subdivision in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, 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 \_\_\_ day of \_\_\_\_\_, 2021.

Douglas P. Taylor

Pamela S. Taylor

Date

Date

Acknowledgement

State Of Nebraska  
County Of Hall SS

On the \_\_\_ day of \_\_\_\_\_, 2021, before me, \_\_\_\_\_ a Notary Public within and for said County, personally appeared Douglas P. Taylor and Pamela S. Taylor, both husbands and wife, and to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or 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 \_\_\_\_\_.

Notary Public

Approvals

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

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this \_\_\_ day of \_\_\_\_\_, 2021.

Mayor

City Clerk

INITIAL POINT SURVEYING LLC  
1811 W 2nd Street, Suite 280  
Grand Island, NE 68803  
308-383-6754 Cell  
308-675-4141 Office

LOCATION: Grand Island, Hall County, Nebraska			
TITLE: Taylor Subdivision			
SCALE: AS SH. 1" = 40'	DATE: 2/09/2021	DRAWN: Brent C.	PAGE: 2 OF 2
BENESCH PROJECT NO.	DRAWING NO.	REVISION:	
	21-010		



\* This Space Reserved for Register of Deeds \*

## SUBDIVISION AGREEMENT

### **TAYLOR SUBDIVISION**

LOTS 1 AND 2

In the City of Grand Island, Hall County Nebraska

The undersigned, DOUGLAS TAYLOR and PAMALA TAYLOR, 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 part of Lot Twelve (12), Vantine's Subdivision to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 12 and running Easterly along and upon the North side of Lot 12 a distance of 184.00' feet, running thence Southerly to a point on the South line of said Lot 12 which is 443.50' feet west of the Southeast corner of said Lot 12, running thence West, along and upon the South line of said Lot 12, a distance of 183.50' feet to the Southwest corner of said Lot 12, and running thence North along and upon the West side of said Lot 12 a distance of 132.00' feet to the point of beginning excepting therefrom a tract more particularly described in Warranty Deed recorded in Book 165, Page 102 in the Register of Deeds Office in Hall County, Nebraska and excepting therefrom

a tract of land deeded to the City of Grand Island, Nebraska by Warranty Deed recorded as Documents No. 82-001401

And

A tract of Land comprising a part of Lot Twelve (12) Vantine's Subdivision, to the City of Grand Island, Hall County Nebraska more particularly described as follows:

Beginning at a point on the North Line of said Lot 12, said point being 100.00' feet west of the Northwest corner of said Lot 12; thence westerly and parallel to the south line of said lot 12 a distance of 13.00' feet; thence southerly and parallel to the east line of said Lot 12 a distance of 132.00' feet to a point on the south line of said Lot 12; thence easterly along and upon said south line of said Lot 12, a distance of 13.50' feet; to a point of 100.00' feet West of the Southeast corner of said Lot 12; thence northerly a distance of 132.00' feet to the point of beginning; said tract abutting the west side of a tract deeded to said grantees by deed recorded in Book 165, page 684 in the Hall County Nebraska, Register of Deeds.

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 TAYLOR 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 TAYLOR 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 Locust Street and Pine Street where they abut the subdivision.

2.     **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.

3.     **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.

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.** 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 TAYLOR 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 \_\_\_\_\_, 2021.

DOUGLAS TAYLOR and PAMALA  
TAYLOR, Subdivider

By: \_\_\_\_\_  
Douglas Taylor

By: \_\_\_\_\_  
Pamala Taylor

STATE OF NEBRASKA       )  
                                          ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Douglas Taylor, known personally to me to be the identical person 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: \_\_\_\_\_

STATE OF NEBRASKA       )  
                                          ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pamala Taylor, known personally to me to be the identical person 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 \_\_\_\_\_, 2021, 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 2021-\_\_\_\_, 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: \_\_\_\_\_

RESOLUTION 2021-59

WHEREAS, know all men by these presents, that Douglas P. Taylor and Pamela S. Taylor, husband and wife being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “TAYLOR SUBDIVISION”, a tract of land comprising a part of Lot Twelve (12) Vantine’s Subdivision to the City of Grand Island, Hall County, Nebraska; and

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 TAYLOR 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, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 3, 2021	☐ City Attorney





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-9

**#2021-60 - Approving Bid Award for Veteran's Home Cemetery  
Maintenance - City Parks and Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 23, 2021

**Subject:** Consideration to Approve Veteran's Home Cemetery Maintenance

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

In February of 2020 the City took over the responsibility of the Veteran's Home Cemetery.

On January 24, 2021 the Parks and Recreation Department advertised for bids to maintain the cemetery including services such as mowing, trimming, fertilizing, litter control, etc. Businesses were asked to provide pricing for this calendar year only.

## **Discussion**

Four companies responded to the Request for Proposal.

- GMP Fertilizing & Lawncare, LLC, Grand Island, Nebraska
- Meadowlark Lawn/Landscaping, Grand Island, Nebraska
- Carey's Lawnscape, Inc., Grand Island, Nebraska
- AB Service and Repair, LLC, Grand Island, Nebraska

AB Service and Repair is recommended by staff because of their overall value of their bid. The estimated annual contract amount is \$20,000.00. The final amount may vary depending on growing season, need for pest control, etc.

The Finance Department proposes to use revenue from the Veteran's Home property farm lease to offset expenses.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the City Council approve the contract with AB Service and Repair, LLC of Grand Island, Nebraska to maintain the Veteran's Home Cemetery.

### **Sample Motion**

Move to approve the contract with AB Service and Repair, LLC to maintain the Veteran's Home Cemetery with an anticipated annual amount of \$20,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** February 16, 2021 at 2:00 p.m.

**FOR:** Veteran's Home Cemetery Maintenance

**DEPARTMENT:** Parks and Recreation

**ESTIMATE:** \$30,000.00

**FUND/ACCOUNT:** 10044405-95390

**PUBLICATION DATE:** January 24, 2021

**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<b><u>Lawnscape</u></b>	<b><u>AB Service and Repair, LLC</u></b>
	Grand Island, NE	Grand Island, NE
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Mowing:</b>	\$725.00	\$500.00
<b>Trimming:</b>	Included	Included
<b>Fertilizing:</b>	\$1,950.00	\$750.00
<b>Grounds Litter:</b>	Included	\$ 20.00
<b>Trash Disposal:</b>	Included	Included
<b>Winterize Irrig:</b>	\$250.00	No Bid
<b>Spring Irrig. Test:</b>	\$150.00	No Bid
<b>Aerification:</b>	\$350.00	\$350.00
<b>Apply Mulch:</b>	\$125.00	\$100.00
<b>Pre-emergent:</b>	Included	\$700.00
<b>Grub Control:</b>	\$250.00	\$800.00
<b>Fungicide:</b>	\$225.00	\$700.00
<b>Over-seeding:</b>	\$ .45 per sq ft.	\$ .45 sq ft
<b>Broadleaf Weed:</b>	Included	\$500.00
<b>Reset Headstones:</b>	\$65.00 each	No Bid
<b>Backflow Test:</b>	\$55.00 each	No Bid

<b>Bidder:</b>	<b><u>GMP Fertilizing &amp; Lawncare</u></b>	<b><u>Meadowlark Lawn/Landscaping</u></b>
	<b>Grand Island, NE</b>	<b>Grand Island, NE</b>
<b>Exceptions:</b>	<b>None</b>	<b>Noted</b>
<b>Bid Price:</b>		
<b>Mowing:</b>	<b>\$ 450.00</b>	<b>\$377.85</b>
<b>Trimming:</b>	<b>\$ 250.00</b>	<b>\$169.50</b>
<b>Fertilizing:</b>	<b>\$1,500.00</b>	<b>\$777.00</b>
<b>Grounds Litter:</b>	<b>\$ 30.00</b>	<b>\$ 27.50</b>
<b>Trash Disposal:</b>	<b>\$ 25.00</b>	<b>\$ 20.00</b>
<b>Winterize Irrig:</b>	<b>NA</b>	<b>No Bid</b>
<b>Spring Irrig. Test:</b>	<b>NA</b>	<b>No Bid</b>
<b>Aerification:</b>	<b>\$ 500.00</b>	<b>\$480.00</b>
<b>Apply Mulch:</b>	<b>\$ 105.00</b>	<b>\$ 93.00</b>
<b>Pre-emergent:</b>	<b>\$1,500.00</b>	<b>\$877.50</b>
<b>Grub Control:</b>	<b>\$1,500.00</b>	<b>\$775.00</b>
<b>Fungicide:</b>	<b>\$1,400.00</b>	<b>\$735.00</b>
<b>Over-seeding:</b>	<b>\$ .45</b>	<b>\$ .40</b>
<b>Broadleaf Weed:</b>	<b>\$ 900.00</b>	<b>\$565.00</b>
<b>Reset Headstones:</b>	<b>NA</b>	<b>No Bid</b>
<b>Backflow Test:</b>	<b>NA</b>	<b>No Bid</b>

cc: Todd McCoy, Parks & Recreation Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director

**P2250**

RESOLUTION 2021-60

WHEREAS, the City of Grand Island invited sealed bids for Veteran's Home Cemetery Maintenance at the Nebraska Veteran's Home according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on February 16, 2021, four (4) bids were received, opened and reviewed; and

WHEREAS, AB Service and Repair, LLC from Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, with work performed at an established rate on a per visit basis as stated in bid; and

WHEREAS, the Finance Department proposes to use revenue from the Veteran's Home property farm lease to offset expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from AB Service and Repair, LLC from Grand Island, Nebraska for an established rate on a per visit basis for Veteran's Home Cemetery Maintenance at the Nebraska Veteran's Home is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-10

**#2021-61 - Approving Amended License Agreements for Father Flanagan's Boys' Home, Aurora Cooperative Elevator Company, and Hall County Airport Authority Relative to Entrance Signs**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** March 23, 2021

**Subject:** Amended License Agreements-City Entrance Signs

**Presenter(s):** Jerry Janulewicz, City Administrator  
Tonja Brown, Grow Grand Island, Inc.

## **Background**

In the mid-1990's, the City entered into license agreements with Father Flanagan's Boys Home, Sundance Feed and Seed Company, and Hall County Airport Authority. Pursuant to the agreements, the City is licensed to place city entrance signs on the licensors' properties. One sign is located approximately 460 feet north of Wildwood Drive on the east side of US Highway 281 on land owned by Father Flanagan's Boys Home. Another sign is located approximately 70 feet south of Baron Lane and on the west side of Sky Park Road on land controlled by the Hall County Airport Authority. The third sign is located on property formerly owned by Sundance Feed and Seed Company and now owned by Aurora Cooperative Elevator Co. This sign is located on the south side of US Highway 30 and approximately 500 feet east of the intersection of US Highway 30 and Capital Avenue. The front of the sign faces westbound highway traffic.

Grow Grand Island, Inc. (GGI) proposes to replace the existing signs with larger signs having a more modern look and appeal. The sign located at Central Nebraska Regional Airport will be relocated to the intersection of Mirage Street and Sky Park Road, a location that is south of the current sign location.

## **Discussion**

GGI, utilizing funds it received from the City, commissioned Mayhew Sign Company for the design, construction, and installation of the new signs and removal and disposal of the existing signs. The signs will be placed at the locations mentioned above. The accompanying resolution, if adopted by the city council, would approve amendments to the license agreements, which have been approved by Father Flanagan's Boys Home, Aurora Cooperative Elevator Co., and the Hall County Airport Authority. Due to changes in the size of the signs and their location, amended license agreements were necessary.



According to Mayhew Sign Company: The Grand Island signs are designed with low or no maintenance materials. The signs are constructed with engineered footings and steel supports. The sign cabinets are framed with curved steel and covered with aluminum. The front faces of the signs are decorated with preformed prefinished woodgrain panels manufactured into 6" wide x 24" gage steel panels. The GRAND ISLAND letters are illuminated individual white LED channel letters that are manufactured from .040 prefinished aluminum plastic trim cap free and have LED matching translucent acrylic letter faces. The river bends are constructed in compound curves and are manufactured with LED matching-colored acrylic faces. Exterior LED luminaires and associated control gear are provided that meets the carbon trust HMRC standards for energy efficiency. All components are carefully chosen for optimum efficiency in light transmission, longevity, and best design practices.

### **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 resolution.

### **Sample Motion**

Move to approve the amended license agreement for the City Entrance Signs.



Sky Park Road.



East Highway 30.



Highway 281

• This Space Reserved for Register of Deeds •

### **AMENDED LICENSE AGREEMENT**

This License Agreement is made by and between FATHER FLANAGAN'S BOYS' HOME, hereinafter referred to as the "Licensor," and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee" and amends that certain License Agreement recorded as document no. 95-104091 in the Office of the Hall County Register of Deeds.

1. **STATEMENT OF PURPOSE.** The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement and landscaping upon real estate owned by the Licensor:

An illuminated entryway sign approximately ten (10) feet in height and forty (40) feet in length (slight curvature) placed upon a berm of sufficient size to accommodate the dimensions of the sign. The berm may include landscaping with rock and native plants. A row of trees may be planted to provide a backdrop for the sign. Said sign shall be placed as nearly as possible at the location of the existing entryway sign, which shall be removed by Licensee.

2. **DESCRIPTION OF LICENSOR'S REAL ESTATE.** The Licensor owns the following described real estate to which this License Agreement shall apply:

Lot One (1) in Brennan Subdivision to the City of Grand Island, Hall County, Nebraska

3. **LICENSEE'S DUTIES AND RISKS.** It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its

officers, employees, agents, and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

6. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by either party.
- (b) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in this Paragraph 6. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

7. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors and assigns.

8. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

9. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

10. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: Jan 25, 2021 \_\_\_\_\_.

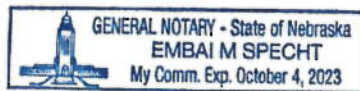
LICENSOR:

FATHER FLANAGAN'S BOYS' HOME

By: rod Kempkes  
rod.kempkes@fah.org Jan 25, 2021 10:20 CST

STATE OF NEBRASKA     )  
                                          ) ss  
COUNTY OF HALL        )

<sup>2021</sup> The foregoing document was executed before me on January 25<sup>th</sup>,  
~~2020~~, by Rod Kempkes, CEO of Father Flanagan's Boys'  
Home, a Nebraska corporation, on behalf of said corporation.



Embai M. Specht  
Notary Public

LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Roger G. Steele, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Stacy R. Donhof  
Interim City Attorney

• This Space Reserved for Register of Deeds •

## **AMENDED LICENSE AGREEMENT**

This License Agreement is made by and between AURORA COOPERATIVE ELEVATOR COMPANY, hereinafter referred to as the "Licensor", and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee" and amends that certain License Agreement recorded as document no. 98-108434 in the Office of the Hall County Register of Deeds.

1. STATEMENT OF PURPOSE. The purpose of this License Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement upon real estate owned by the Licensor:

An illuminated entryway sign approximately eight (8) feet in heights and twenty-four (24) feet in length, to replace the existing entryway sign, and placed at the existing berm modified to accommodate the increased dimension of the replacement sign, together with necessary electrical connections, landscaping of groundcover, plantings, and rock.

2. DESCRIPTION OF LICENSOR'S REAL ESTATE. The Licensor owns the following described real estate to which this License Agreement shall apply:

All that part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska, lying south of the southerly right-of-way of U.S. Highway 30, except a certain tract more particularly described in Return of Appraisers recorded as instrument No. 200314238 in the Hall County, Nebraska Register of Deeds.

3. LICENSEE'S DUTIES AND RISKS. It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

5. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

6. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by either party.
- (b) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in this Paragraph 6. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

7. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, and assigns.

8. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the contrary. This License Agreement shall be amended only in writing executed by all parties hereto.



9. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

10. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: December 15, 2020.

LICENSOR:

AURORA COOPERATIVE ELEVATOR  
COMPANY

By: 

STATE OF NEBRASKA     )  
                                  Hamilton     ) ss  
COUNTY OF HALL        )

The foregoing document was executed before me on December 15, 2020, by Don Engel, Dir. Project Mgmt of Aurora Cooperative Elevator Company, a Nebraska corporation, on behalf of said corporation.

SARA SEIM  
General Notary - State of Nebraska  
My Commission Expires Sep 17, 2022

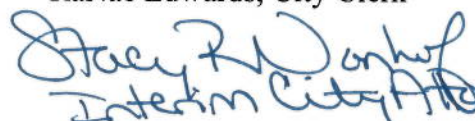
  
Notary Public

LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By: \_\_\_\_\_  
Roger G. Steele, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

  
Interim City Attorney



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## **AMENDED LICENSE AGREEMENT**

This Amended License Agreement is made by and between HALL COUNTY AIRPORT AUTHORITY, hereinafter referred to as the "Licensor", and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, herein referred to as the "Licensee", and amends that certain License Agreement recorded as document no. 96-104239 in the Office of the Hall County Register of Deeds.

1. **STATEMENT OF PURPOSE.** The purpose of this License Agreement is to set forth the terms and conditions, under which the Licensee may construct, maintain, repair, and utilize the following described improvement and landscaping upon real estate owned by the Licensor:

An illuminated entryway sign approximately eight (8) feet in height and twenty-four (24) feet in length to be placed and maintained on a berm of sufficient size to accommodate the dimensions of the sign. The berm may include landscaping with rock and native plants. A row of bushes will be planted to provide a backdrop for the sign.

2. **DESCRIPTION OF LICENSOR'S REAL ESTATE.** The Licensor Authority has exclusive use, occupancy, jurisdiction and control over the following described real estate to which this License Agreement shall apply:

The South Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (S1/2 SE1/4 SE1/4 NE1/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska.

3. **LICENSEE'S DUTIES AND RISKS.** It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above-described improvement at the

Licensee's sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors for any damage or injury that may result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for the Licensor during the course of their employment or duties with the Licensor, the Licensee agrees to assume and pay all costs relating to the replacement or repair of the improvement.

4. REMOVAL OF EXISTING SIGN. Upon the construction of the sign as described in paragraph 1, above, Licensee shall cause the removal of the existing city entryway sign located south and west of the intersection of Baron Lane with Sky Park Road, and shall remove adjacent landscaping and restore the site to a grade approximating the surrounding area.

5. RESTORATION OF PROPERTY. If the construction or maintenance of the improvement identified in Paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the surface of the neighboring property, the Licensee shall restore the surface of the area surrounding the sign and berm to the same condition as it existed immediately prior to the Licensee's work in the area.

6. EFFECTIVE DATE. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Grand Island as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereafter.

7. TERMINATION. This License Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of sixty (60) days written notice of intention to terminate by either party.
- (b) The Licensee's construction or installation of any structure or improvement of any nature upon the real estate owned by the Licensor except that described in Paragraph 1 above.

Upon the termination of this License Agreement, the Licensee shall be required, and hereby agrees, to remove said improvement from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal to occur no later than sixty (60) days after receipt of the notice of intention to terminate or any of the occurrences set forth in this Paragraph 6. Should the Licensee fail to do so, the Licensor may remove or cause the removal of said improvement from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all its costs.

8. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, and assigns.

9. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties notwithstanding any other oral or written agreements to the

contrary. This License Agreement shall be amended only in writing executed by all parties hereto.

10. CHOICE OF LAWS. This License Agreement shall be construed in accordance with the laws of the State of Nebraska.

11. CONTENT OF LANGUAGE. Wherever the context of the language in this License Agreement is appropriate, the singular shall apply to the plural and the plural shall apply to the singular.

DATED: MARCH 17, 2021.

LICENSOR:

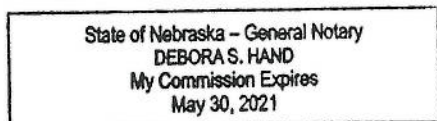
HALL COUNTY AIRPORT AUTHORITY

By: [Signature]

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF HALL        )

The foregoing document was executed before me on March 17, 2021, by Michael J. Olson, Executive Director of Hall County Airport Authority, a Nebraska political subdivision, on behalf of said County Airport Authority.

Debra S. Hand  
Notary Public



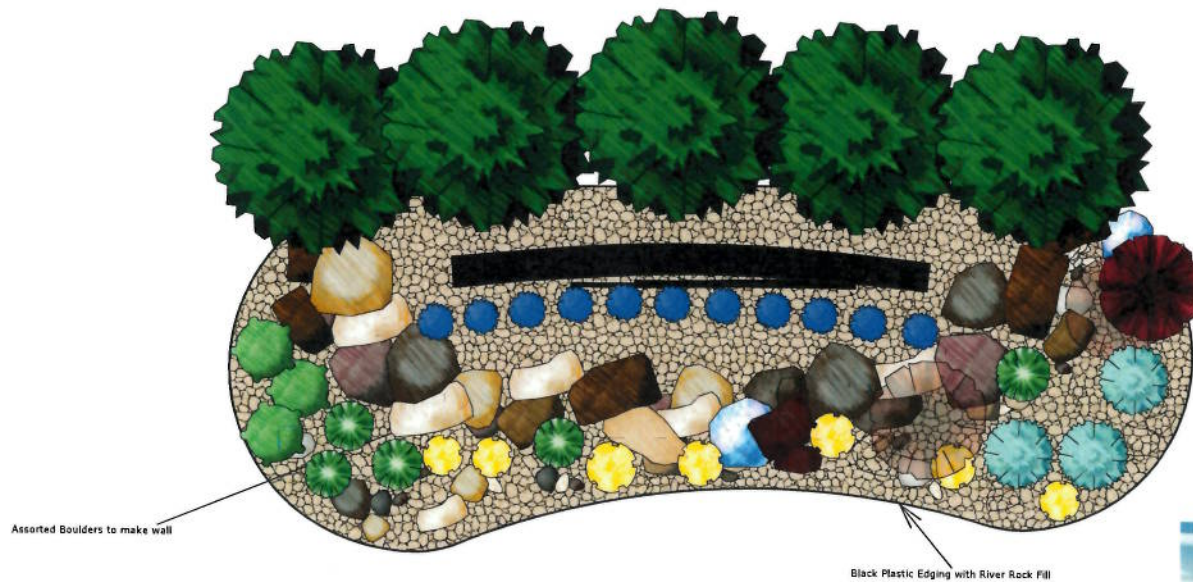
LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

[Signature]  
Interim City Attorney

By: \_\_\_\_\_  
Roger G. Steele, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk



Plant Legend		
	5	Black Hills Spruce
	3	Blue Rug Juniper
	11	Cat's Pajamas Catmint
	3	Grow Low Sumac
	5	Karl Foerster Feather Reed Grass
	7	Moonshine Yarrow
	3	Shenandoah Switchgrass



3515 N Hwy 281  
Grand Island NE 68803  
308-382-1282  
800-284-5539  
www.tilleysprinklers.com

## Hwy 281 Grand Island Entryway Sign

All Landscape Designs are copyrighted and may not be copied by a competing Firm.

Landscape Designer:  
Eudora Weller  
eudora@tilleysprinklers.com

Date: March 12, 2021

Scale: 1/10" = 1'

R E S O L U T I O N   2021-61

WHEREAS, in 1995 and 1996, license agreements authorizing placement of City entrance signs were approved by the City Council and the following property owners, to wit: Father Flanagan's Boys Home, Sundance Feed and Seed Company, and Hall County Airport Authority; and

WHEREAS, the land previously owned by Sundance Feed and Seed Company is now owned by Aurora Cooperative Elevator Co.; and

WHEREAS, Grow Grand Island, Inc. proposes to commission, contract for, and pay the expenses related to removal of the existing entrance signage and placement of new entrance signage located upon the following identified parcels of real estate: Father Flanagan's Boys Home (3230 West Wildwood Drive), Aurora Cooperative Elevator Co. (4155 East Highway 30), and Hall County Airport Authority (3756 Sky Park Road); and

WHEREAS, due to increases in size and placement, the new entrance signs require amendment of the existing license agreements; and

WHEREAS, the above-mentioned property owners consented to amendments made to the respective license agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amended license agreements between the City of Grand Island and Father Flanagan's Boys Home, Aurora Cooperative Elevator Co., and Hall County Airport Authority should be and are hereby approved. Signs placed pursuant to this Resolution are required to conform to all applicable City and State codes and regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ March 19, 2021 <input type="checkbox"/> City Attorney
-------------------------------------------------------------------------------------------------------------



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-11

**#2021-62 - Approving Bid Award for the 2021 Asphalt Resurfacing Project No. 2021-AC-1**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** March 23, 2021

**Subject:** Approving Bid Award for the 2021 Asphalt Resurfacing Project No. 2021-AC-1

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

## **Background**

On February 17, 2021 the Engineering Division of the Public Works Department advertised for bids for the 2021 Asphalt Resurfacing Project No. 2021-AC-1. There were six (6) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

**Section #1**– Anna Street; Grant Street to Adams Street

**Section #2**– Adams Street; Hedde Street to Phoenix Avenue

**Section #3**– Harrison Street; Stolley Park Road to Anna Street

**Section #4**– Bismark Road; Stuhr Road to Shady Bend Road

**Section #5**– Eagle Scout Park; Parking Lot and Driveways

**Section #6**– Ryder Park (West Lot) Parking Lot and Driveways

The Parks Department will pay for Sections 5 and 6 using funds from the Food and Beverage tax.

## **Discussion**

Two (2) bids were received and opened on March 11, 2021. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

	Gary Smith Construction Co, Inc. of Grand Island, NE	J.I.L. Asphalt Paving Co. of Grand Island, NE
Bid Section 1	\$109,807.13	\$109,394.85
Bid Section 2	\$64,500.08	\$73,476.65
Bid Section 3	\$100,477.37	\$103,108.95
Bid Section 4	\$220,362.18	\$223,042.30
Bid Section 5	\$80,682.75	\$70,640.95
Bid Section 6	\$66,071.75*	\$62,921.05
<b>Grand Total =</b>	<b>\$641,901.26*</b>	<b>\$642,584.75</b>

\*corrected calculation

There are sufficient funds in Account No. 21033506-85354 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

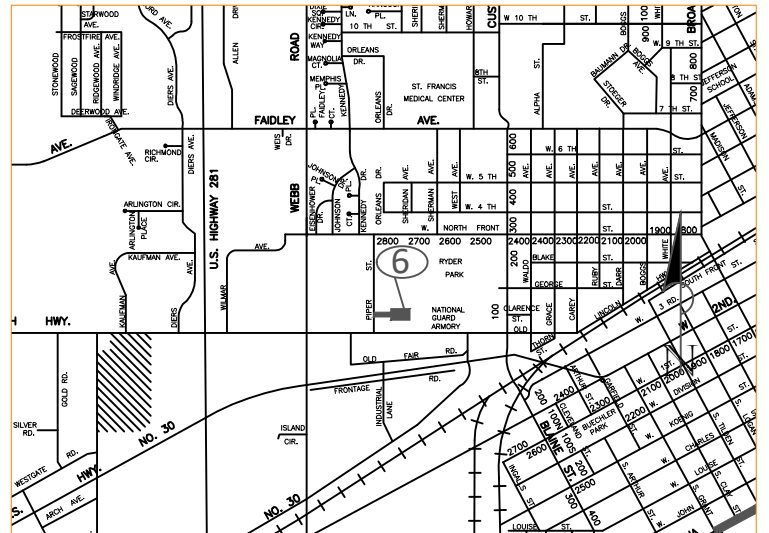
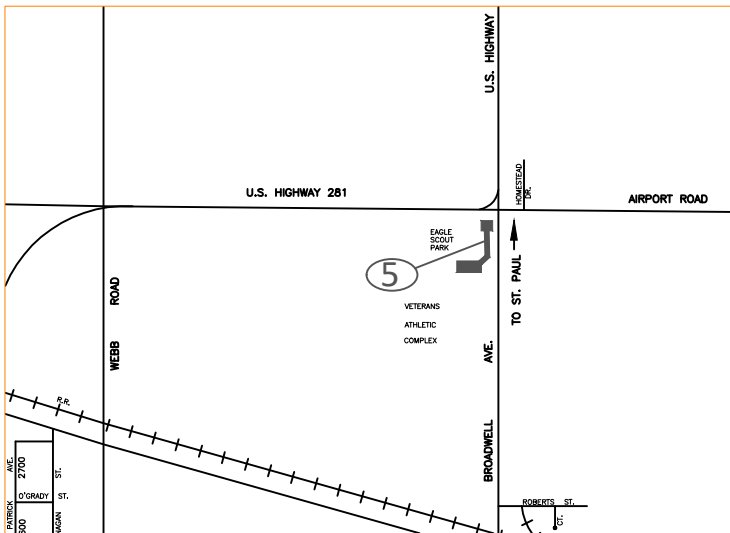
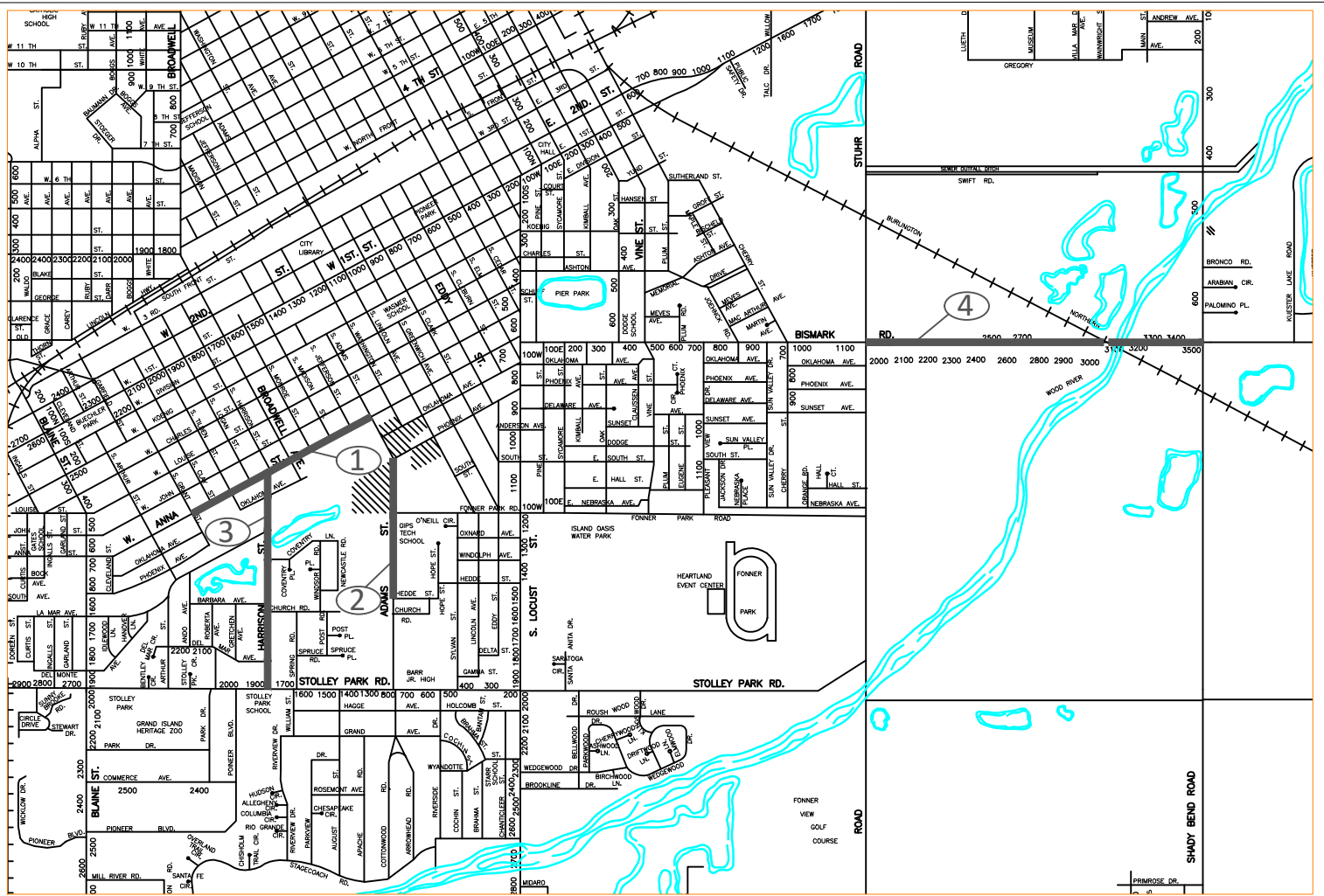
### **Recommendation**

City Administration recommends that the Council approve awarding a contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$641,901.26 as the low compliant bid that meets specifications.

### **Sample Motion**

Move to approve the bid award.





SECTION 1 - ANNA ST - Grant Street to Adams Street  
 SECTION 2 - ADAMS ST - Heddy Street to Phoenix Avenue  
 SECTION 3 - HARRISON ST - Stolley Park Road to Anna Street

SECTION 4 - BISMARK RD - Stuhr Road to Shady Bend Road  
 SECTION 5 - EAGLE SCOUT PARK - Parking Lot & Driveway  
 SECTION 6 - RYDER PARK (WEST) - Parking Lot & Driveway

**CITY OF**  
**GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**

DATE: 2/12/2021

DRAWN BY: MWL

APPVD. BY: TAG

SCALE NONE

**ASPHALT PROJECT**  
**2021-AC-1**

PLAN

1  
/  
1



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** March 11, 2021 at 2:00 p.m.  
**FOR:** Asphalt Maintenance Project No. 2021-AC-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$700,000.00  
**FUND/ACCOUNT:** 21033506-85354  
**PUBLICATION DATE:** February 17, 2021  
**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<u>Gary Smith Const. Co., Inc.</u>	<u>J.I.L. Asphalt Paving Co.</u>
	Grand Island, NE	Grand Island, NE
<b>Bid Security:</b>	Inland Insurance Co.	Granite Re, Inc.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section 1:</b>	\$ 109,807.13	\$109,394.85
<b>Section 2:</b>	\$ 64,500.08	\$ 73,476.65
<b>Section 3:</b>	\$100,477.37	\$103,108.95
<b>Section 4:</b>	\$220,362.18	\$223,042.30
<b>Section 5:</b>	\$ 80,682.75	\$ 70,640.95
<b>Section 6:</b>	<u>\$ 65,071.75</u>	<u>\$ 62,921.05</u>
<b>Total Bid:</b>	\$640,901.26	\$642,584.75

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

Catrina DeLosh, Admin. Cord. PW  
Patrick Brown, Finance Director  
Tim Golka, Engineer I

**P2255**

RESOLUTION 2021-62

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2021-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 11, 2021 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., 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 \$641,901.26; and

WHEREAS, Gary Smith Construction Co., Inc.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2020/2021 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$641,901.26 for Asphalt Maintenance Project No. 2021-AC-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, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-12

**#2021-63 - Approving Bid Award for Chip Seal Project No. 2021-CS-1**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** March 23, 2021

**Subject:** Approving Bid Award for Chip Seal Project No. 2021-CS-1

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

## **Background**

On February 23, 2021 the Engineering Division of the Public Works Department advertised for bids for Chip Seal Project No. 2021-CS-1. There were seven (7) potential bidders for this project. This project will allow for a chip seal on the following roadways.

**Section #1-** Wildwood Road

**Section #2-** Old US Highway 30

**Section #3-** Old NE Highway 2

Chip Seal is the sprayed application of asphaltic material with a covering of aggregate, which is intended to add additional wearing surface and surface seal to roadways.

## **Discussion**

One (1) bid was received and opened on March 11, 2021. The bid was submitted in compliance with the contract, plans, and specifications and is considered fair and reasonable. A summary of the bid is shown below.

	<i><b>Topkote, Inc. of Yankton, SD</b></i>
Exceptions	None
Bid Section 1	\$84,758.74
Bid Section 2	\$86,685.16
Bid Section 3	\$52,621.11
Total	\$224,065.01

There are sufficient funds in Account No. 21033506-85354 to fund this project.

## **Alternatives**

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

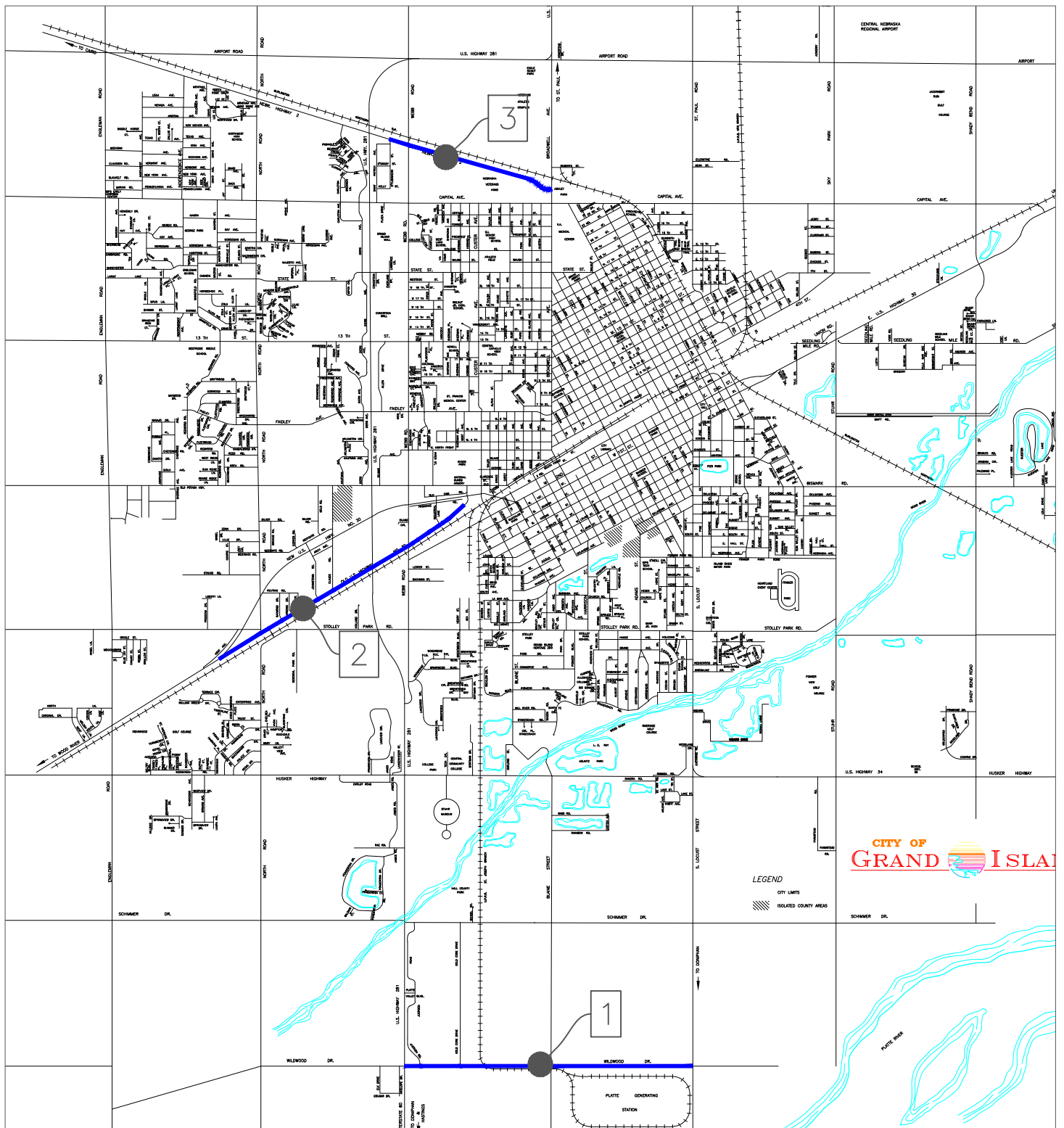
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve awarding a contract to Topkote, Inc. of Yankton, South Dakota in the amount of \$224,065.01.

## **Sample Motion**

Move to approve the bid award.



SECTION 1: WILDWOOD ROAD - US HIGHWAY 281 TO LOCUST STREET  
 SECTION 2: OLD US HIGHWAY 30 - WEST END TO EAST END  
 SECTION 3: OLD NE HIGHWAY 2: O'FLAGGAN STREET TO BROADWELL AVENUE



CHIP SEAL PROJECT NO. 2021-CS-I

LOCATION MAP  
 GRAND ISLAND, NEBRASKA

**CITY OF**  
**GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** March 11, 2021 at 2:15 p.m.  
**FOR:** Chip Seal Project No. 2021-CS-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$315,000.00  
**FUND/ACCOUNT:** 21033506-85354  
**PUBLICATION DATE:** 2/23/2021  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

**Bidder:** Topkote, Inc.  
Yankton, SD  
**Bid Security:** Merchants Bonding Co.  
**Exceptions:** None

**Section 1:** \$84,758.74  
**Section 2:** \$86,685.16  
**Section 3:** \$52,621.11  
**Total:** \$224,065.010

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

Catrina DeLosh, Admin. Cord. PW  
Patrick Brown, Finance Director  
Tim Golka, Engineer I

**P2256**



RESOLUTION 2021-63

WHEREAS, the City of Grand Island invited sealed bids for Chip Seal Project No. 2021-CS-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 11, 2021 bids were received, opened, and reviewed; and

WHEREAS, Topkote, Inc. of Yankton, South Dakota 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 \$224,065.01; and

WHEREAS, Topkote, Inc.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2020/2021 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Topkote, Inc. of Yankton, South Dakota in the amount of \$224,065.01 for Chip Seal Project No. 2021-CS-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, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-13

**#2021-64 - Approving Bid Award for Furnishing Components for  
EIMCO® Type C3D-Fully Trough Skimmer Clarifier Mechanism;  
Project No. 2021-WWTP-1**

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

# **Council Agenda Memo**

**From:** Jon Menough PE, Wastewater Treatment Plant Engineer

**Meeting:** March 23, 2021

**Subject:** Approving Bid Award for Furnishing Components for EIMCO® Type C3D-Fully Trough Skimmer Clarifier Mechanism; Project No. 2021-WWTP-1

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

## **Background**

On February 23, 2021 the Engineering Division of the Public Works Department advertised for bids for Furnishing Components for EIMCO® Type C3D-Fully Trough Skimmer Clarifier Mechanism; Project No. 2021-WWTP-1.

This procurement is Phase I of the rehabilitation of Final Clarifier No. 1. Phase II consists of the labor and installation of parts procured, and painting of both existing and new clarifier components.

This is the final of three clarifiers to be rehabilitated. Clarifiers No. 3 and No. 2 were rehabilitated in 2019 and 2020 respectively. Final Clarifier No. 1 will complete the current cycle of Final Clarifier rehabilitations. The final clarifiers are scheduled for rebuild approximately every 15 years.

## **Discussion**

Two (2) bids were received and opened on March 11, 2021. 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.

<b><i>COMPANY NAME AND LOCATION</i></b>	<b><i>EXCEPTIONS</i></b>	<b><i>BID PRICE</i></b>
JCI Industries, LLC. of Summit, MO	Noted	\$139,070.00
Ovivo USA, LLC, of Salt Lake City, UT	None	\$185,783.00

Both bids are below the Engineer's Estimate, with the recommendation of the base bid to be awarded to Ovivo USA, LLC. JCI Industries, LLC's bid, though lower than Ovivo USA LLC's, included the exception that the clarifier parts be manufactured under the "Clearstream" brand rather than Ovivo USA, LLC as required by the specifications. The specifications state: *The*

*clarifier equipment shall be manufactured by OVIVO USA, LLC (formerly EIMCO Water Technologies) of Salt Lake City, Utah.*

Since JCI Industries, LLC's bid is incumbent on using a product other than that which is specified in the special provisions, their bid is ineligible. Additionally, since the rehabilitation involves only replacing a portion of the clarifier components, the Clearstream parts are likely incompatible with the existing clarifier.

It is critical to both day to day operations as well as the longer term life of the unit that replacement parts are built to standards of the original units. Alternative products, while they could save a few dollars now, could wind up costing the City many times more than apparent savings thru early failure and/or not effectively removing solids, resulting in permit violations and environmental damage to receiving waters.

### **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 sole compliant bidder, Ovivo USA, LLC, of Salt Lake City, Utah in the amount of \$185,783.00.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** March 11, 2021 at 2:30 p.m.

**FOR:** **Furnishing of Components for EIMCO Type  
C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2021-  
WWTP-1**

**DEPARTMENT:** Public Works

**ESTIMATE:** \$200,000.00

**FUND/ACCOUNT:** 53030054-85213-53533

**PUBLICATION DATE:** 02/23/2021

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Ovivo USA, LLC</u></b> Salt Lake City, UT	<b><u>JCI Industries, LLC</u></b> Summit, MO
<b>Bid Security:</b>	Liberty Mutual Ins. Co.	Western Surety Co.
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>	<b>\$185,783.00</b>	<b>\$139,070.00</b>

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, Engineer I -WW

**P2257**

RESOLUTION 2021-64

WHEREAS, the City of Grand Island invited sealed bids for Furnishing Components for “EIMCO® Type C3D-Full trough Skimmer Clarifier Mechanism; Project No. 2021-WWTP-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on March 11, 2021 bids were received, opened, and reviewed; and

WHEREAS, Ovivo USA, LLC of Salt Lake City, Utah 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 \$185,783.00; and

WHEREAS, such bid is deemed to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$185,783.00 for Furnishing Components for “EIMCO® Type C3D-Full trough Skimmer Clarifier Mechanism; Project No. 2021-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, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-14

**#2021-65 - Approving Bid Award for Bridge Joint Repairs 2020-2021**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** March 23, 2021

**Subject:** Approving Bid Award for Bridge Joint Repairs 2020-2021

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

## **Background**

Nebraska Department of Transportation requires bridges to be inspected by a certified bridge inspector once every two (2) years. Per this inspection process, there were seven (7) bridges in Grand Island, along South Locust St and Blaine St, which were identified as needing joint repairs.

On December 6, 2020 bids were advertised for Bridge Joint Repairs 2020-2021, however only one (1) bid was received and it was 51% over the estimate for such work. The project was reviewed and revised with a new bid opening date scheduled.

On February 26, 2021 the Streets Division of the Public Works Department re-advertised for bids for Bridge Joint Repairs 2020-2021. There were sixteen (16) potential bidders for this project.

## **Discussion**

Two (2) bids were received and opened on March 16, 2021. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

<i><b>Bidder</b></i>	<i><b>Exceptions</b></i>	<i><b>Base Bid</b></i>
Wilke Contracting Corp of Kearney, Nebraska	None	\$85,714.40
The Diamond Engineering Co. of Grand Island, Nebraska	None	\$110,101.14



## **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 awarding the contract for Bridge Joint Repairs 2020-2021 to Wilke Contracting Corp of Kearney, Nebraska in the amount of \$85,714.40 as the low compliant bid that meets specifications.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** March 16, 2021 at 2:15 p.m.  
**FOR:** Bridge Joint Repairs 2020-2021 (rebid)  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$145,000.00  
**FUND/ACCOUNT:** 21033506-85353  
**PUBLICATION DATE:** February 26, 2021  
**NO. POTENTIAL BIDDERS:** 16

**SUMMARY**

<b>Bidder:</b>	<b><u>Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Wilke Contracting Corp.</u></b> Kearney, NE
<b>Bid Security:</b>	Universal Surety Co.	Western Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$110,101.14</b>	<b>\$85,714.40</b>

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

Catrina Delosh, Admin. Asst. Public Works  
Patrick Brown, Finance Director  
Shannon Callahan, Street Superintendent

**P2259**

R E S O L U T I O N   2021-65

WHEREAS, the City of Grand Island invited sealed bids for Bridge Joint Repairs 2020-2021, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 16, 2021 bids were received, opened, and reviewed; and

WHEREAS, Wilke Contracting Corp. of Kearney, 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 \$85,714.40.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Wilke Contracting Corp. of Kearney, Nebraska in the amount of \$85,714.40 for Bridge Joint Repairs 2020-2021 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, March 23, 2021.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
March 19, 2021	▣ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-15

**#2021-66 - Approving Inter-local Agreement with Hall County for Improvements to Sections of Bismark Road and Wildwood Road**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** March 23, 2021

**Subject:** Approving Inter-local Agreement with Hall County for Improvements to Sections of Bismark Road and Wildwood Road

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

## **Background**

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community. Roadways in the City and County cross between both entities with jurisdiction of each and it is more efficient to perform work together.

## **Discussion**

This agreement is for improvements to the following roadways, which each have segments within the Grand Island City limits and Hall County.

- Bismark Road between Stuhr Road and Shady Bend Road (0.99 miles)
- Wildwood Road between US Highway 281 and Locust Street (2.01 miles)

Per the agreement the City will submit to Hall County an itemized bill for payment of their share of the project 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 inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

## **Sample Motion**

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

# **INTERLOCAL COOPERATIVE AGREEMENT**

## **FOR IMPROVEMENTS TO ROADS AND STREETS IN AND AROUND GRAND ISLAND, NEBRASKA**

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

THIS AGREEMENT is made and entered into by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County", and the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "City", WITNESSTH:

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

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

WHEREAS, the County and the City wish to enter into this interlocal agreement for a joint asphaltic concrete resurfacing project and chip seal project on roads and streets in and near the City because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction with the county and city sharing in the costs and responsibilities as set forth in this agreement in conjunction with the City's annual asphaltic concrete resurfacing and chip seal programs.

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

**1) Scope of the Project:**

- a) Asphaltic concrete resurfacing on the following roads or streets (see Exhibit “A”):
  - 1. Bismark Road between Stuhr Road and Shady Bend Road (0.99 miles)
- b) Chip seal on the following roads or streets (see Exhibit “B”):
  - 1. Wildwood Road between US Highway 281 and Locust Street (2.01 miles).

**2) The project cost will include:**

- a) Preliminary engineering and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the City of Grand Island to resurface/chip seal the roadway.
- c) Patching the roadway in advance of the asphaltic concrete resurfacing.
- d) Building earth shoulders and performing seeding of disturbed earth (as needed).
- e) Placing pavement markings on the new asphaltic concrete/chip seal surfaces.
- f) Railroad Coordination
- g) The estimated costs for the individual segments of the project are detailed on Exhibit C.

**3) City’s Obligations**

The City shall be responsible for the following with respect to the project:

- a) Performing preliminary engineering and construction engineering services for the projects.
- b) Prepare plans and bid specifications for the projects following the required bidding practices and requirements of law.
- c) Enter into a contract with a contractors to perform the asphaltic concrete resurfacing work and chip seal work.
- d) Tracking costs of the projects and preparing an itemized bill for the County’s share of the project costs.
- e) Administrative duties and costs associated with resurfacing within the BNSF Railroad Right-of-Way on Bismark Road.
- f) If any work on the project is performed by Hall County within the limits of the City of Grand Island’s responsibility, the cost of that work shall count towards Hall County’s share of the project cost.

**4) County’s Obligations:**

The County shall be responsible for the following with respect to the project:

- a) The Hall County Public Works Director shall concur in the award of the construction contract.



- b) Upon completion of the work and submittal of an itemized bill from Grand Island, Hall County will make payments to the City of Grand Island for the County's share of the project costs.
  - c) If any work on the project is performed by the City of Grand Island within the limits of Hall County's responsibility, the cost of that work shall count towards the City's share of the project cost.
- 5) **Governance:** This agreement shall be co-governed by the Hall County Public Works Director and the Public Works Director for the City of Grand Island.
- 6) **Indemnification.** Each party hereto agrees to indemnify and hold harmless the other party from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.
- 7) **Modification:** This agreement may be modified by written agreement of the Parties.
- 8) **No Separate Entity:** There shall be no separate legal entity created through this interlocal cooperative agreement.
- 9) **Finances:** This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.
- 10) **Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.
- 11) **Term and Duration:** This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.
- 12) **Provision of Assistance:** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.



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

**HALL COUNTY**

**CITY OF GRAND ISLAND**

Executed this 2 day of March, 2021.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

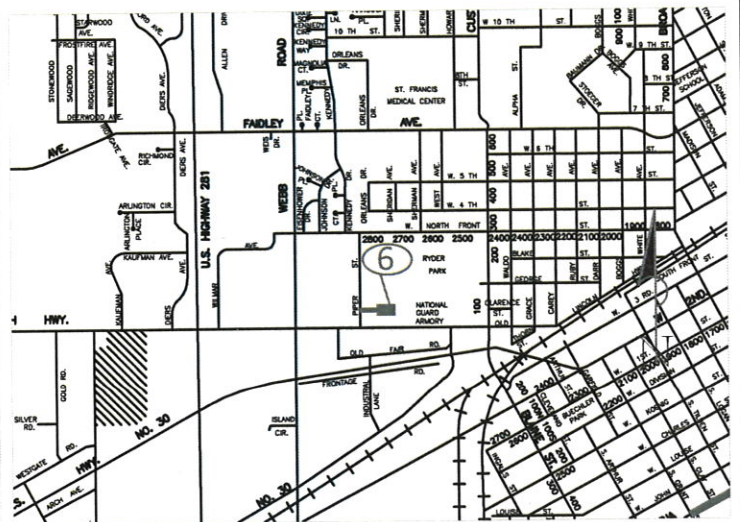
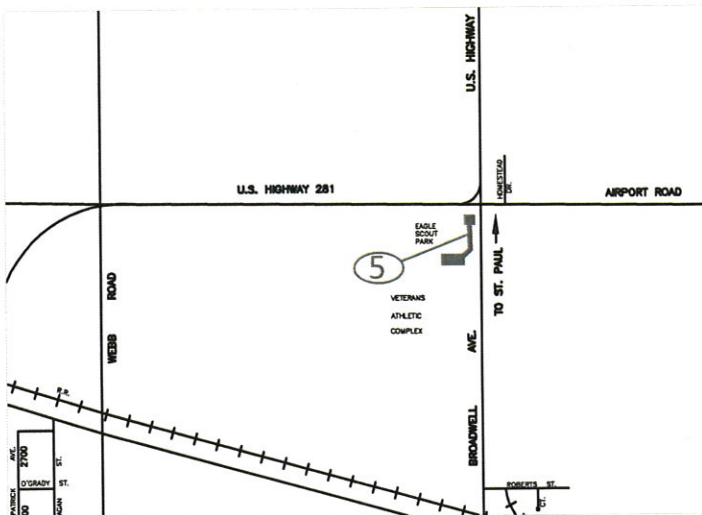
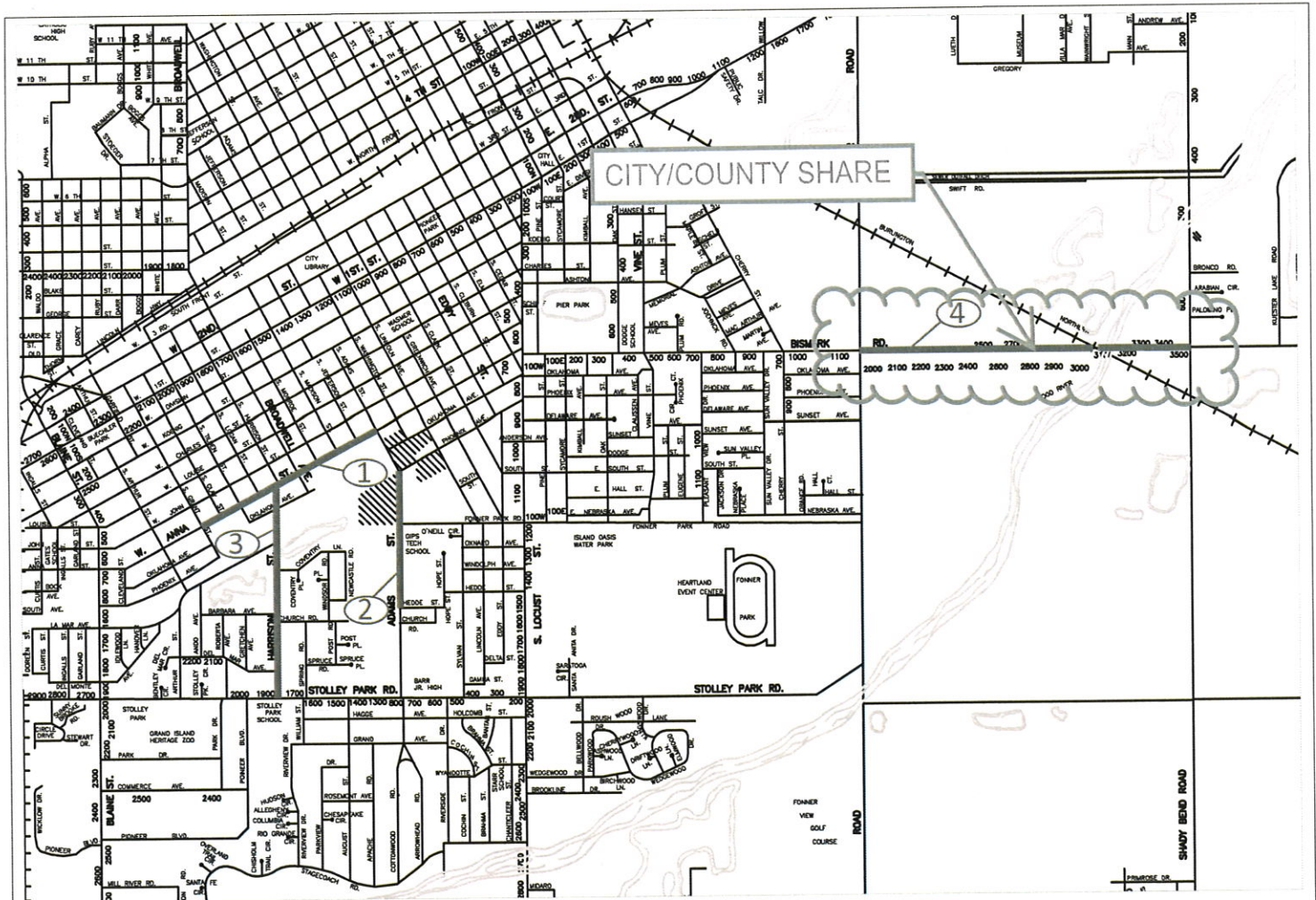
By: Pamela E. Lancaster  
Pamela E. Lancaster, Chair  
Hall County Board of Supervisors

By: \_\_\_\_\_  
Roger Steele, Mayor  
City of Grand Island, Nebraska

Attest: Marla Conley  
Marla Conley  
Hall County Clerk

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk  
City of Grand Island

Stacy R. Warkol  
Interim City Attorney



SECTION 1 - ANNA ST - Grant Street to Adams Street  
 SECTION 2 - ADAMS ST - Heddy Street to Phoenix Avenue  
 SECTION 3 - HARRISON ST - Stolley Park Road to Anna Street

SECTION 4 - BISMARK RD - Stuhr Road to Shady Bend Road  
 SECTION 5 - EAGLE SCOUT PARK - Parking Lot & Driveway  
 SECTION 6 - RYDER PARK (WEST) - Parking Lot & Driveway

EXHIBIT 'A'

**CITY OF GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**

DATE: 2/12/2021

DRAWN BY: MWL

APPVD. BY: TAG

SCALE NONE

**ASPHALT PROJECT**  
**2021-AC-1**

PLAN  
 1  
 /  
 1



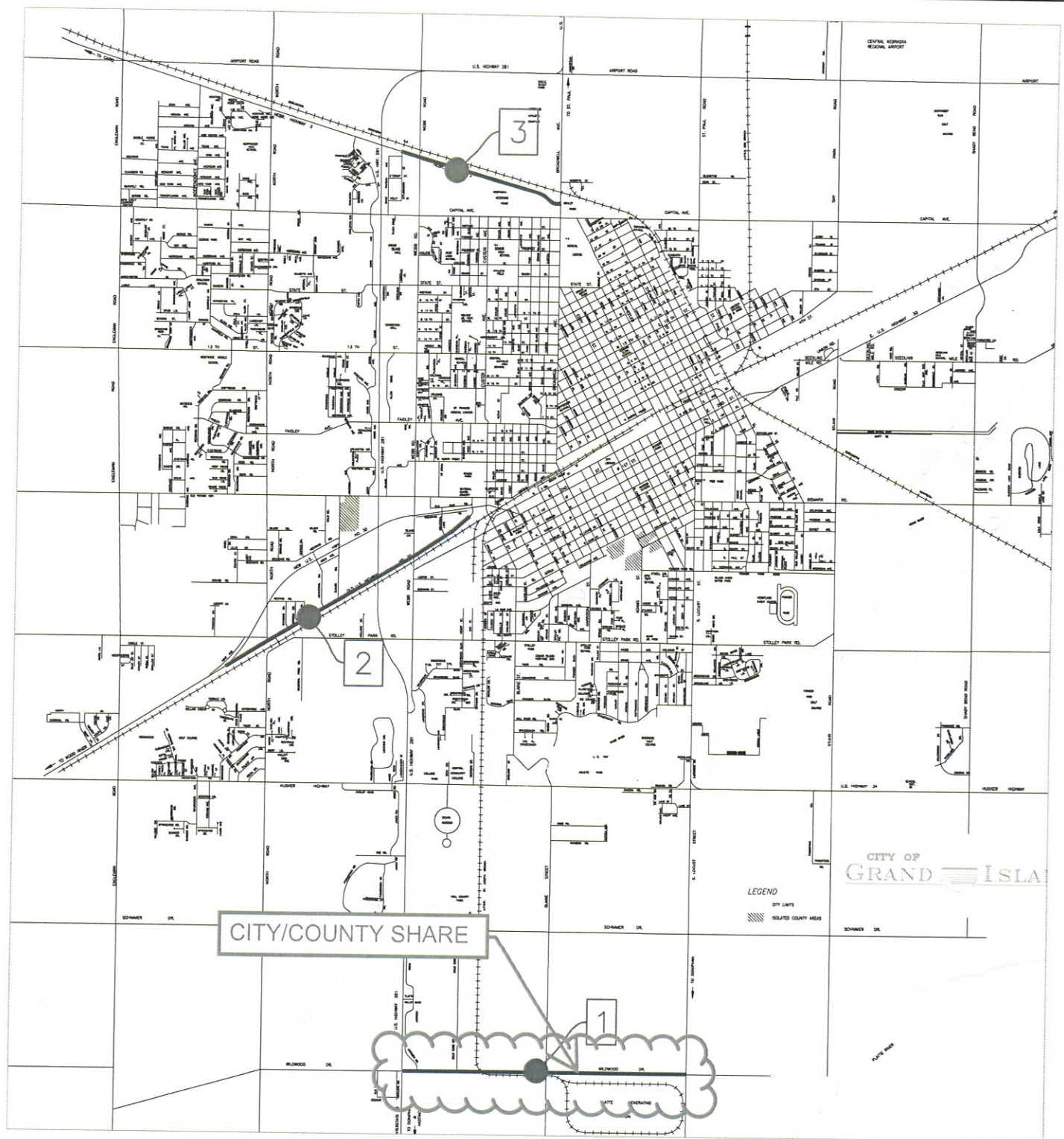


EXHIBIT 'B'

SECTION 1: WILDWOOD ROAD - US HIGHWAY 281 TO LOCUST STREET  
 SECTION 2: OLD US HIGHWAY 30 - WEST END TO EAST END  
 SECTION 3: OLD NE HIGHWAY 2: O'FLAGGAN STREET TO BROADWELL AVENUE

CHIP SEAL PROJECT NO. 2021-CS-1

LOCATION MAP  
 GRAND ISLAND, NEBRASKA

**CITY OF**  
**Grand Island**  
**PUBLIC WORKS DEPARTMENT**

CITY OF GRAND ISLAND							
2021-AC-1							
CITY/COUNTY COST BREAKDOWN - ESTIMATE							
SECTION	ROADWAY	BID ESTIMATE	% CITY	CITY COST	% COUNTY	COUNTY COST	
1	Anna Street	\$101,626.08	100.00%	\$101,626.08	0.00%	\$0.00	
2	Adam Street	\$64,466.03	100.00%	\$64,466.03	0.00%	\$0.00	
3	Harrison Street	\$93,077.62	100.00%	\$93,077.62	0.00%	\$0.00	
4	Bismark Road	\$205,822.04	72.17%	\$148,541.77	27.83%	\$57,280.27	
5	Eagle Scout Park	\$57,042.72	100.00%	\$57,042.72	0.00%	\$0.00	
6	Ryder Park (West Lot)	\$49,509.16	100.00%	\$49,509.16	0.00%	\$0.00	
	<b>TOTAL</b>	<b>\$571,544</b>		<b>\$514,263.38</b>		<b>\$57,280.27</b>	
2021-CS-1							
CITY/COUNTY COST BREAKDOWN - ESTIMATE							
SECTION	ROADWAY	BID ESTIMATE	% CITY	CITY COST	% COUNTY	COUNTY COST	
1	Wildwood Road	\$107,903.20	87.50%	\$94,415.30	12.50%	\$13,487.90	
2	Old US Highway 30	\$109,759.48	100.00%	\$109,759.48	0.00%	\$0.00	
3	Old NE Highway 2	\$68,765.24	100.00%	\$68,765.24	0.00%	\$0.00	
	<b>TOTAL</b>	<b>\$286,427.92</b>		<b>\$272,940.02</b>		<b>\$13,487.90</b>	
TOTAL							
		CITY		COUNTY			
		\$787,203.40		\$70,768.17			

EXHIBIT 'C'

RESOLUTION 2021-66

WHEREAS, the City of Grand Island is proposing an asphalt overlay project, known as 2021-AC-1, for a section of Bismark Road; and a chip seal project, known as 2021-CS-1 for a section of Wildwood Road; and

WHEREAS, a portion of such work will be within the limits of Hall County; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for the asphalt overlay work, known as 2021-AC-1, to be performed on a section of Bismark Road; and the chip seal work known as 2021-CS-1, to be performed on a section of Wildwood Bend Road is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-16

**#2021-67 - Approving Temporary Construction Easement at 3962 Norseman Avenue (Conditioned Air Mechanical) for North Road-13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** March 23, 2021

**Subject:** Approving Temporary Construction Easement at 3962 Norseman Avenue (Conditioned Air Mechanical) for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5

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

## **Background**

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

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

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

## **Discussion**

A temporary construction easement is needed from a property owners for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

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

<i><b>Property Owner</b></i>	<i><b>Legal Description</b></i>	<i><b>Amount</b></i>
CONDITIONED AIR MECHANICAL SYSTEMS AND SERVICE CO.	THE WEST 18 FEET OF LOT 1, BLOCK 1, STERLING ESTATES IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1980 SQUARE FEET, MORE OR LESS	\$300.00

*TOTAL = \$300.00*

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for North Road- 13<sup>th</sup> Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$300.00.

## **Sample Motion**

Move to approve the temporary construction easement.



R E S O L U T I O N   2021-67

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
CONDITIONED AIR MECHANICAL SYSTEMS AND SERVICE CO.	THE WEST 18 FEET OF LOT 1, BLOCK 1, STERLING ESTATES IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1980 SQUARE FEET, MORE OR LESS	\$300.00

*Total= \$300.00*

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$300.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

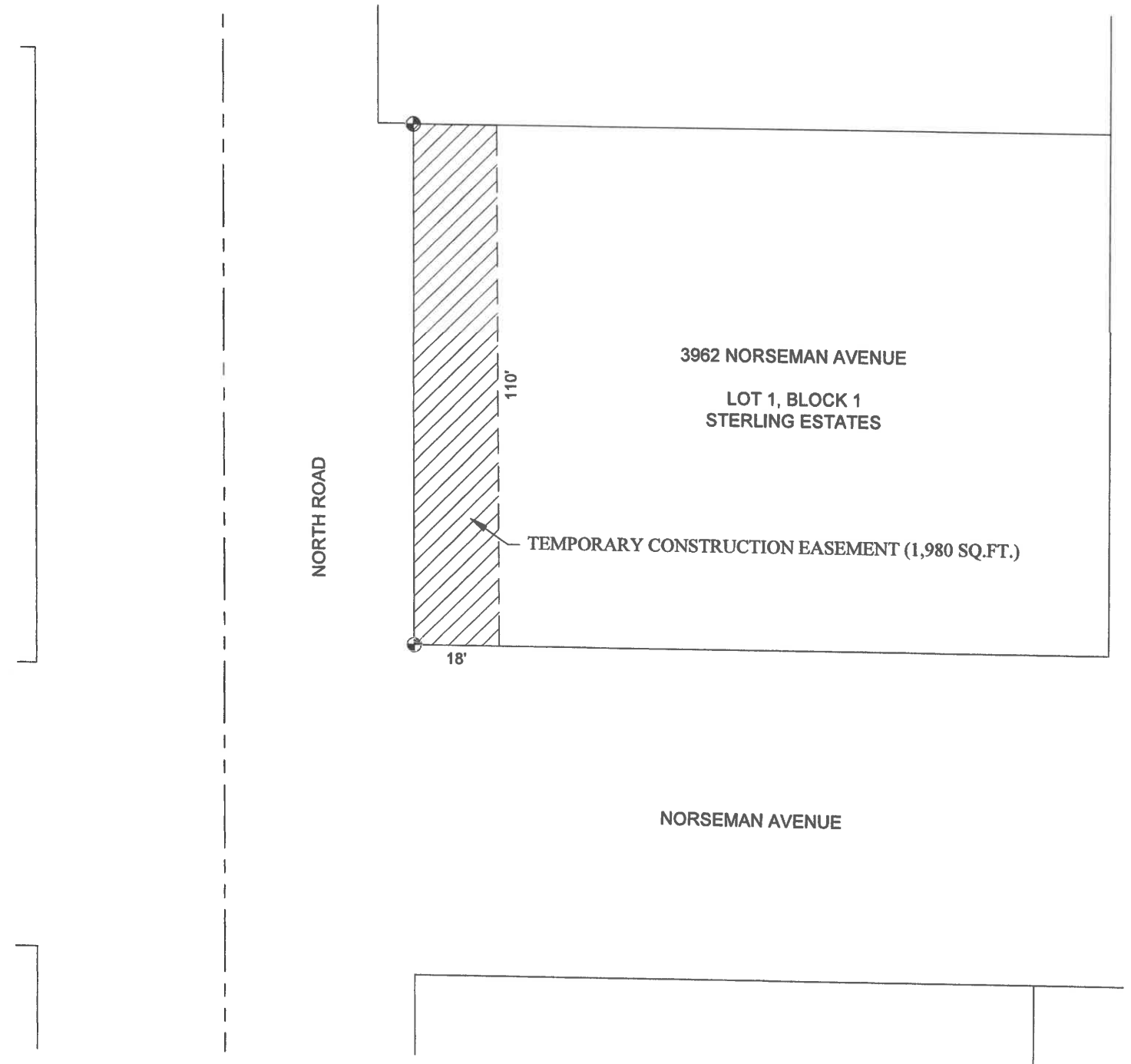
\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

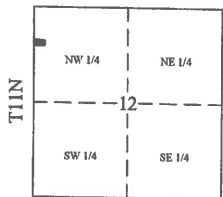
Approved as to Form <input type="checkbox"/> _____ March 19, 2021 <input type="checkbox"/> City Attorney
-------------------------------------------------------------------------------------------------------------

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

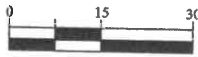


### VICINITY SKETCH

HALL COUNTY  
NEBRASKA  
R10W



## GRAPHIC SCALE



**NOTE: ALL BEARINGS ARE ASSUMED.**

## LEGEND

- ☒ MONUMENT FOUND  
☒ MONUMENT SET  
☐ CALCULATED POINT  
 D DEEDED DISTANCE  
 G GOVERNMENT DISTANCE  
 M MEASURED DISTANCE  
 P PLATTED DISTANCE  
 R RECORDED DISTANCE

SECTION LINE

TEMPORARY CONSTRUCTION EASEMENT AREA

DATE
2/11/2021
SCALE
1" = 30'
DRAWN
AJG
JOB NO.
R190020
FIELD BOOK
GRAND ISLAND #7
FIELD WORK
AG/BS
SHEET 1 OF 1
TRACT NO.
46



**JEO CONSULTING GROUP**

800.723.8567  
Grand Island, NE 308.381.7428

[www.jeo.com](http://www.jeo.com)

P:\Engineering\190020.00 - Grand Island North Road Improvements - North6 Survey\Drawings\SV-190020-Phase II Ease.dwg, on 2/11/2021 2:14 PM.



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-17

**#2021-68 - Approving Acquisition of Drainage Easement in Crane Valley Ninth Subdivision- North of Faidley Avenue, West of Diers Avenue (Parcel No. 400416182)**

*This item relates to the aforementioned Public Hearing item E-5.*

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

RESOLUTION 2021-68

WHEREAS, a public drainage easement is required by the City of Grand Island, from KER Enterprises, LLC in Crane Valley Ninth Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT A, CRANE VALLEY NINTH SUBDIVISION; THENCE S89°15'02"W, ALONG THE SOUTH LINE OF SAID OUTLOT A, A DISTANCE OF 15.06 FEET; THENCE N46°17'40"W A DISTANCE OF 54.57 FEET; THENCE N28°30'21"W A DISTANCE OF 289.80 FEET; THENCE N40°59'17"W A DISTANCE OF 92.95 FEET; THENCE N23°17'06"W A DISTANCE OF 87.90 FEET TO A POINT ON THE EAST LINE OF LOT 1, CRANE VALLEY NINTH SUBDIVISION; THENCE N01°39'40"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 92.91 FEET TO THE NORTH CORNER OF SAID OUTLOT A; THENCE S28°31'08"E, ALONG THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 609.95 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 19,243.45 SQUARE FEET OR 0.441 ACRES 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 easements from the property owner on the above described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

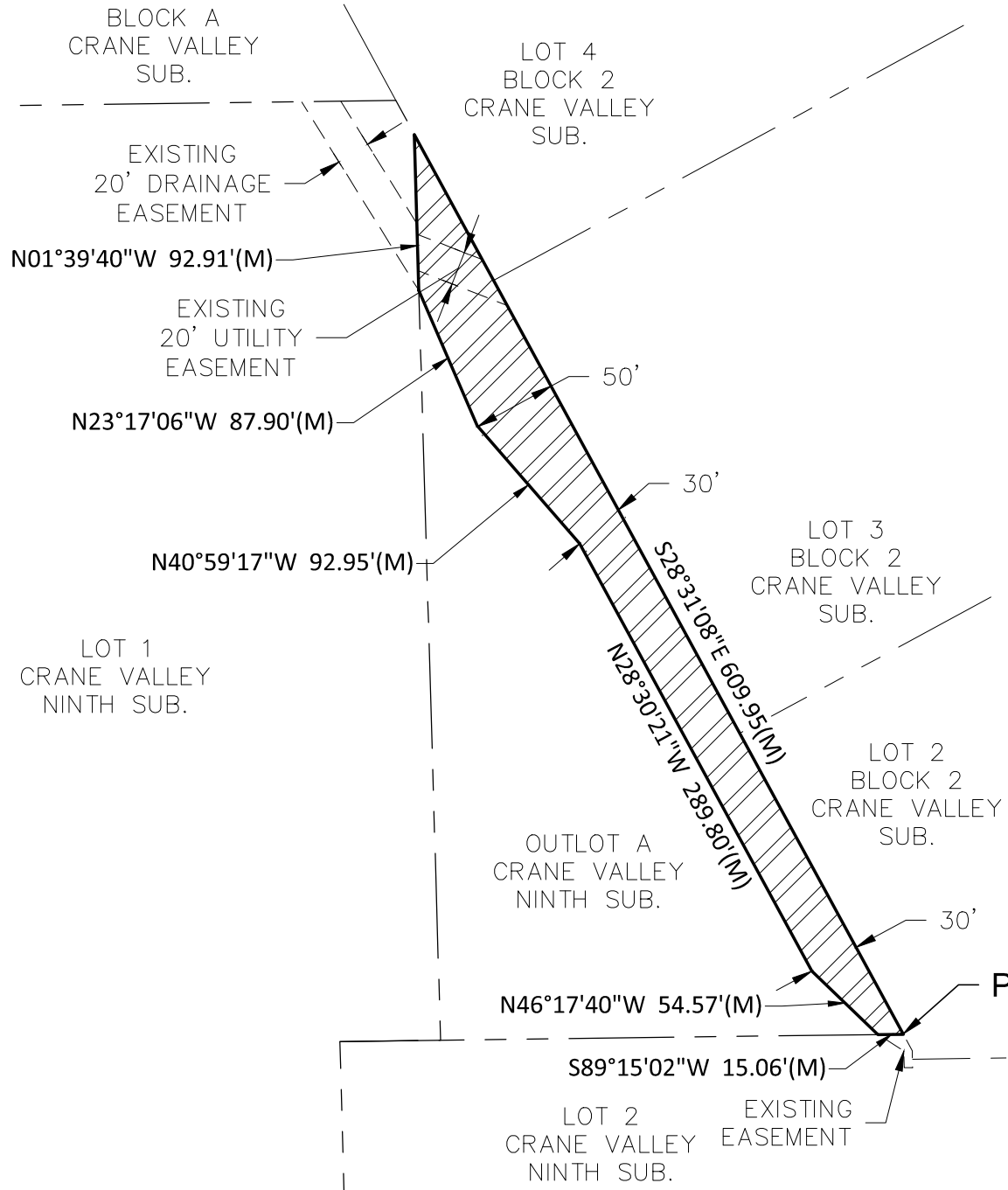
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney

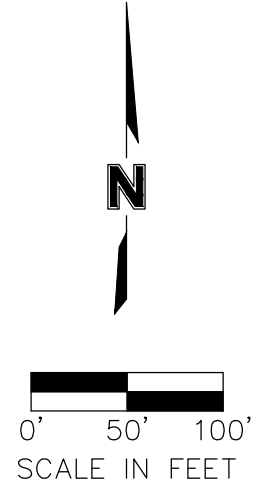
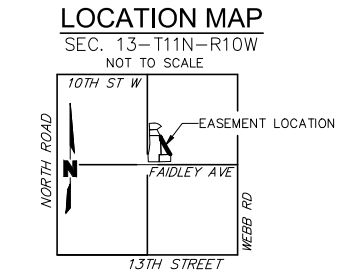
DWG: F:\2019\3001-3500\019-3120-Design\Exhibits\EASEMENT EXHIBIT\019-3120 DRAIN EASE\_0193120.dwg  
DATE: Jan 26, 2021 4:28pm  
USER: jjimenez  
XREFS:

90' ROW  
INST. NO  
202005082



**DRAINAGE EASEMENT DESCRIPTION:**  
A DRAINAGE EASEMENT LOCATED IN PART OF OUTLOT A, CRANE VALLEY NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT A, CRANE VALLEY NINTH SUBDIVISION; THENCE S89°15'02\"/>



- LEGEND**
- SECTION LINE
  - ROW LINE
  - EXISTING EASEMENT LINE
  - PROPERTY LINE
  - ▨ DRAINAGE EASEMENT AREA

PROJECT NO:	019-3120
DRAWN BY:	SDL
DATE:	2021.01.26

**DRAINAGE EASEMENT**  
Council Session - 3/23/2021



201 East 2nd Street  
Grand Island, NE 68801  
TEL 308.384.8750

EXHIBIT
2Page 175 / 218



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-18

### **#2021-69 - Approving 2020-2021 Community Development Block Grant Annual Action Plan**

*This item relates to the aforementioned Public Hearing item E-6.*

Staff Contact: Amber Alvidrez

RESOLUTION 2021-69

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community; and

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, all grantees are required to develop a Consolidated Plan and Annual Action Plan that list community priorities and funding allocations; and

WHEREAS, the Community Development Division is required to develop and submit an Annual Action Plan with the required certifications and documentation to serve under the Entitlement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska hereby approves and adopts the Community Development Block Grant, 2020 Annual Action Plan; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-19

**#2021-70 - Approving 2019 CDBG Consolidated Annual  
Performance and Evaluation Review**

Staff Contact: Amber Alvidrez



# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting Date:** March 23, 2021

**Subject:** Approving 2019 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant Funding

**Presenter(s):** Amber Alvidrez, Community Development Administrator

## **Background**

The Consolidated Annual Performance & Evaluation Report describes accomplishments and progress throughout the past fiscal year with Community Development Block Grant, Federal funding from Housing & Urban Development. All entitlement grantees are required to complete a 3, 4 or 5 year Consolidated Plan that is carried out by an Annual Action Plan, at the end of each fiscal year a Consolidated Annual Performance & Evaluation Report (CAPER) must be completed.

A public comment regarding the 2019 Consolidated Annual Performance & Evaluation Report was completed, with a start date of February 19, 2021. This public comment notified the public of the Community Development Division's prepared Consolidated Annual Performance & Evaluation Report; all public comments made throughout the public comment period are recorded and will be submitted to the U.S. Department of Housing and Urban Development (HUD), along with the final 2019 Consolidated Annual Performance & Evaluation Report.

The Community Development Division did not receive any written public comments.

## **Discussion**

The Consolidated Annual Performance & Evaluation Report addresses the \$413,557 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identifies progress towards community development priority needs, objectives, and activities that were implemented during fiscal year 2018-2019 as a result of Community Development Block Grant Funds.

## **Alternatives**

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

1. Accept the report on the Community Development Block Grant 2019 Consolidated Annual Performance & Evaluation Report.
2. Do not accept the report on the Community Development Block Grant 2019 Consolidated Annual Performance & Evaluation Report.

## **Recommendation**

City Administration recommends that the Council accept the report on the Community Development Block 2019 Consolidated Annual Performance & Evaluation Report.

## **Sample Motion**

Move to accept the report on the Community Development Block Grant 2019 Consolidated Annual Performance & Evaluation Report.

## CR-05 - Goals and Outcomes

### Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Grand Island has had success in meeting goals identified in the 2019-2023 consolidated plan with the use of CDBG funds throughout the 2019 Program year below outlines activities that have contributed to each specific goal.

#### Goal 1: Increase Quality and Affordable housing options

Although funding has been made to make progress on this goal in current and prior years no activities were fulfilled throughout this program year.

The City partnered with a local housing group that consists of non-profit housing organizations, for-profit-developers, relators, and homeless service providers in order to form an unofficial housing continuum this group is known as the Housing Improvement Partnership (HIP), the HIP group requested an allocation of funds from the 2019 AAP to partner with a local non-profit to meet rehab needs to LMI residents in Grand Island. Funds from the 2019 AAP in the amount of \$128,557, were then sub-granted to Habitat for Humanity to partner with the HIP group to implement a Owner Occupied Rehab Program. HIP/ Habitat for Humanity encountered challenges in starting the program due to COVID-19, as doors were closed to outside public and converting programming to virtual means of communication to accommodate the restrictions placed to ensure the health and safety of both staff and clients. Habitat has been able to receive applications for units that need Rehabilitation although work had not been completed within the 2019 program year and is currently on going.

The Housing Development Corporation was awarded \$26,500 in funds from the 2018 Annual Action Plan to use as matching funds in an owner Occupied rehab program. 2 houses were to be completed from the program and all units rehabilitated were to be occupied by Low to moderate income persons. Two Household were approved for the rehab process and began work on May 5, 2020 although work had not been completed by the end of the program year, Housing Development Corporation and the City directly feel that supplies for rehabilitation was greatly hindered by the Covid-19 pandemic and extended the process once the applicants were approved and rehabilitation activities began.

#### Goal 2: Cultivate Small and Emerging Business

No funds were allocated from the 2019 AAP to directly impact this goal, although in 2016 a significant allocation was made to a local non profit known as Railside Downtown Business Improvement District. Railside has continued to use CDBG funds to help small businesses start up or relocate to the downtown area by offering aid in the form of Rental Assistance. This has both prompted owners of buildings downtown to renovate and aided small locally owned business to occupy recently rehabbed store fronts, while expanded their businesses. Through out the 2019 program year this program was able to provide Rental assistance to one new business.

CAPER

1

OMB Control No: 2506-0117 (exp. 06/30/2018)

Due to the COVID-19 pandemic the City was able to restructure an Revolving loan fund which still met the same economic development project needs but the amounts requested were lowered to stretch the funding farther than originally intended. The Revolving loan fund offered small business loans to locally owned business for job creation and retention purposes to aid in economic challenges that local small businesses were facing.

Goal 3: Support public Services and vulnerable populations.

The Literacy Council of Grand Island was able to use City CDBG funds to leverage dollars from private donors to acquire a building that had been vacant and deteriorating, restoration of a building was donated by local developer. By moving to a new location the Literacy Council estimated that it would be able to double the number of clients they served although due to COVID-19 their doors had to be shut to the public for multiple months, after reopening the the Literacy Council was able to continue serving 106 previous clients and 54 new clients.

Hope Harbor a local Women's Homeless shelter was the lead agency on for the Project Connect event. This program had over 52 service providers present to provide referrals, set appointments, and provide same day services to the homeless and near homeless population within our Community. 202 households were served which resulted in 514 individuals receiving services.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		10	0	0.00%

CAPER

2

OMB Control No: 2506-0117 (exp. 06/30/2018)

Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	100	0	0.00%	2	0	0.00%
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	25	1	4.00%	0	0	0.00%
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Buildings Demolished	Buildings	15	0	0.00%	0	0	0.00%
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	15	0	0.00%	0	0	0.00%
Cultivate small and Emerging businesses	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	2	3	150.00%	3	1	33.33%
Cultivate small and emerging businesses	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	5	19	380.00%%	0	19	100.00%
Cultivate small and Emerging businesses	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	12	20.00%	0	8	100%

CAPER

3

OMB Control No: 2506-0117 (exp. 06/30/2018)

Program Administration	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0	0 0	0	0
Support Public Services and Vulnerable populations	Homeless Non-Homeless Special Needs	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30	0	0.00%	0	0	0.00%
Support Public Services and Vulnerable populations	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	521	2,605.00%	300	202	67.33%%
Support Public Services and Vulnerable populations	Homeless Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	10	0	0.00%	0	0	0.00%
Support Public Services and Vulnerable populations	Homeless Non-Homeless Special Needs	CDBG: \$	Homelessness Prevention	Persons Assisted	20	0	0.00%	300	514	100%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

CAPER

4

OMB Control No: 2506-0117 (exp. 06/30/2018)

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

All funds provided under the CDBG program address priorities identified within the 2019-2023 Consolidated Plan. No activity was denoted to be a priority than any other activity as all activities aim to assist low-income residents of our community.

CAPER

5

OMB Control No: 2506-0117 (exp. 06/30/2018)

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	174
Black or African American	11
Asian	2
American Indian or American Native	6
Native Hawaiian or Other Pacific Islander	1
Other	10
<b>Total</b>	204
Hispanic	59
Not Hispanic	87

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

CDBG funds were utilized to benefit a variety of races and ethnicities. No one race was given priority over others, all programs were operated as a first come first serve basis.

The Current table represents the number of households served at the Project connect even and housing rehabilitation programs .



## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal		

Table 3 - Resources Made Available

### Narrative

Throughout the program year, the City of Grand Island received an allocation amount of \$413,557 of CDBG and \$332,374.15 of Revolving Loan funding was available. As shown in the table above \$348,000.00 was expended throughout this program year.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Blight & Substandard Area #1			
City of Grand Island	100		
LMI Census Tracts			

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The Table above represents funding that has been expended to date from the 2019 allocations and the Revolving loan fund program- the owner occupied Rehabilitation program through Habitat for Humanity, building acquisition for The Literacy Council and the Small business loans through the Revolving loan fund were services that are available to no distinct area of Grand Island.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

At this time the City of Grand Island does not require a local match from sub grantees although the City plans on using funds, whenever possible, to assist community groups and organizations in leveraging resources. This means the City will consider projects a priority if the CDBG funds will be used as a leverage to further secure additional funding to conduct a project on a scale much larger than would have been possible with CDBG funds alone. The Literacy council was able to use CDBG funds to buy a building that was appraised at \$425,000.00, although Literacy did not have the funds to purchase the building outright from the private owner who offered the building at a significantly reduced price, a local developer purchased the building on behalf of the Literacy Council and renovated the inside of the building to meet the needs of the literacy Council's growing clientele. The Literacy council was able to use funds to purchase the Building at the original asking price of \$225,000 which resulted in over \$200,000 of donation funds from the cost of the building, and labor for renovations which was donated.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	5	1
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>5</b>	<b>1</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

At this time the City of Grand Island is currently working on making progress towards meeting housing goals that were prioritized within the 2019-2023 consolidated Plan. This year the had to manage the expectations because of COVID-19 pandemic. The sub-recipients worked hard to ensure the safety of the homeowners and contractors to accomplish work, but ultimately due to the demand in building supplies and time to process applicants now projects were

completed through this Program year. Both the HIP/Habitat for Humanity and Housing development Corporation's owner occupied rehab program continue and plan to make progress in throughout the next program year.

**Discuss how these outcomes will impact future annual action plans.**

The City of Grand Island works hard to continue progressing towards the housing goals set in the 2019-2023 Consolidated Plan. Although the Owner Occupied REhabilitation programs have had slow progress this program year, they generally are effective to meeting the the housing quality needs in our community, the City believes the lack of progress can be directly related to COVID-19 and there fore would fund programs similar in the future, Other direction the City has gone in the past is impletmenting a Purchase, Rehab, and Resell program. As this program purchases houses within the community and "rehab" them, which in turn aides not only LMI persons but can help the appeal of a neighborhood.

They has yet to do so but may in the future look at neighbor hoods who have worst case houses and target areas of LMI to do specific target area rehabilitation. With the creation of the Housing Improvement partnership(HIP) group the City hopes to build and maintain affordable housing options within Grand Island by creating partnerships between for-profit developers and non-profit housing service providers. The City does recognize that there is a need for affordable housing and hopes that the HIP group can foster growth in this area.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	173	0
Low-income	29	0
Moderate-income		0
<b>Total</b>	<b>202</b>	<b>0</b>

**Table 7 – Number of Households Served**

**Narrative Information**

The numbers represented on this table are from the Project Connect Event, which is an activity from 2018 although funds were not utilized until the event that took place in the 2019 program year. Also numbers that contributed were the clients received services from the Literacy Council throughout the 2019 program year. The City anticipates that the Owner Occupied Rehabilitation programs will have accomplishments that take place in the 2020 program year.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Throughout this program year, the City of Grand Island did not partake in any projects that specifically targeted homelessness. The City continues to support local area Continuum of Care (CoC) by having a staff member from the Community Development Division attend the meetings. The CoC has several local agencies that serve homeless persons. The Local CoC works as a collective group to meet and conduct case coordination to better help individuals find the services best suited for them.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Grand Island did not use any CDBG funds in addressing the emergency shelter and transitional housing needs of homeless persons throughout the 2019 AAP. The City of Grand Island continues does have multiple agencies such as Hope Harbor, Crossroads Mission, and Crisis Center, who provide transitional shelter while participating in programs that promote self sufficiency.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City of Grand Island allocated funds to Hope Harbor who partnered with other services providers to implement a Project Connect Event, this acted as a one day event where homeless and near homeless were able to locate services in one location. The City of Grand Island works with the Local Continuum of Care and other Local non-profits to continue seeking financial help from other State and Federal Entities. Majority of the providers who participate in the local CoC follow the "Housing First Policy", the group is equipped to discuss what services are needed and which agencies can help individuals after discharge from instituions.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to**

**permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Grand Island did not use any CDBG funds in direct regards to homeless persons. Although the City does not experience a high number of chronic homelessness compared to near homeless. The City does participate in discussion of homelessness needs through both the regional CoC and the local CoC group.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City of Grand continues to support agencies such as the Hall County Housing Authority. The Hall County Housing Authority (HCHA) currently has the Public Housing Program which allows the HCHA to offer 391 apartments and scattered homes in the Hall County area at an income based rate.

The City of Grand Island continues to work with other non-profit agencies and the Hall County Housing Authority in order to create the Housing Improvement Partnership (HIP). HIP will act as a hub for housing needs and has a goal to become its own non-profit organization.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

The City of Grand Island continues to coordinate with the Continuum of Care (CoC) in order to partner with other non-profits to meet needs that are within the Community of Grand Island.

The City of Grand Island welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City particularly encourages involvement by low and moderate income households, individuals residing in areas targeted for program activities, minorities and non-English speaking persons, as well as persons with disabilities. In addition, residents of public housing and other assisted housing groups are encouraged to participate. We encourage local and regional institutions and other organizations including businesses, neighborhoods associations, housing developers including the hall County Housing Authority, and Community and Faith Based organizations to become involved in the planning process.

The Hall County Housing Authority is a separte public body from the City and provides all of the services to citizens for any housing choice vouchers, Section 8 programs, and public housing. The HCHA does have a full time social worker who offers free confidential social work services to the HCHA residents, the social worker assists residents by diagnosing problems, advocating for and providing referral services to individuals and families dealing with various challenges.

### **Actions taken to provide assistance to troubled PHAs**

The City of Grand Island has no plans of Action in this specified area at this time.

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City continues to seek opportunities for public input in restrictive policies and procedures. The City of Grand Island has taken actions in the past to remove negative effects of public policies in regard to the development of affordable housing including the change of subdivision regulations to allow for narrower streets and small lots sizes, thereby reducing the cost to the developer, which could in turn foster a reduction in cost to the potential homeowners.

In regard to the CDBG funds and future plans to remove or ameliorate barriers, the City of Grand Island has partnered with other local housing agencies to form the Housing Improvement Partnership, this group works within the community to aid in the goal of obtaining affordable housing.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Grand Island continues to find new ways to develop affordable housing and economic opportunities. The city continues to provide support to many organization within the community as well as organizations that are receiving CDBG funds. As the City continues to work with other organizations and the Housing Improvement Partnership begins to grow, the city will have an organization well suited for meeting the goals by using activities which meet national objectives and serve the needs of developing stable neighborhoods and/or addressing housing needs of income-qualifying senior citizens.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

With prior funding the City of Grand Island funds multiple housing programs including payment assistance and owner occupied rehabilitation programs; all of which require a lead based paint inspection on all homes built prior to 1978. Homes that were built prior to 1978 are presumed or tested to have lead-based paint.

The City Of Grand Island did not directly operate any rehabilitation efforts during 2016 or 2017 Annual action plan period. For this reason, the Lead based Paint Guidelines which apply are those directly related to sub-recipients of CDBG funds. The following actions are included in the City's Community Development Policy and Procedures Document:

"At a minimum, sub-recipient is required to:



- a) Notify a purchaser or lessee of the presence of any known lead-based paint and/or; lead-based paint hazards;
- b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made;
- c) Provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family from Lead in Your Home or EPA- approved equivalent;
- d)Reduce Lead Hazards as required by the applicable subparts of Part 35(full description of Part 35 is available in the Community Development Policy and Procedures, it states the varying levels of requirements, in relation to the level of financial assistance provided0; and
- e) Perform clearance testing, including dust testing, before re-occupancy after all but minimal (“de minimis”) amounts of paint disturbances.”

It should also be noted that the Community Development Policy and Procedures states that “Where regulations differ, Sub-recipients are held to the stricter of the standards.”

At this point and time, the City of sees the implementation and enforcement of the above guidelines as actively attempting to reduce Lead Based Paint Hazards.

#### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City continues to offer CDBG grants for Public Services to Non-profit Service providers within Grand Island. Additionally, other sectors of Grow Grand Island are working to address the needs of poverty-level families, including workforce initiatives and education initiatives. The City of Grand Island’s Emergency Management Department, Police Department and Fire Department also have various programs that support poverty-level families. It is the intent of the City to continue to support these programs in its efforts to address the poverty needs.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City of Grand Island Continues to work closely with community partners through the local and regional Continuum of Care groups. The City continues to support agencies such as the Salvation Army, Hope Harbor, Housing Development Corporation and Hall County Housing Authority. With these Partnerships, the City Continues to make progress towards providing

services to vulnerable populations. Although current progress in serving homeless or poverty stricken persons is achieved through these partnerships as each agency offers different expertise. The City has also worked closely with the Grand Island Area Economic Development Corporation (GIAEDC). The GIAEDC was able to fund and complete the current Housing Study for the City of Grand Island. This allowed the City and partnering agencies to continue progress in addressing the needs of homeless and poverty stricken persons within the City of Grand Island.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Grand Island continues to participate in monthly meetings with the local Continuum of Care. The City and other non-Profit partners within the CoC continue to cooperate in finding ideas to meet the housing and residential needs within the community of Grand Island.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Lack of affordable housing is influenced by a very broad range of public and private sector factors. According to the 2014 Housing Study and workforce housing needs survey, the primary impediments to affordable housing are:

For Homeowners:

- Housing prices
- Cost of utilities
- Lack of sufficient homes for sale
- Wages

For Renters:

- Cost of rent
- Lack of decent rental units in price range
- Cost of utilities
- Wages

Municipal regulations such as zoning ordinances and subdivision regulations can provide restrictive parameters for the development of new affordable housing and residential investment.

In regard to furthering affordable housing, the City continues to work towards providing for a

range of housing types and densities for all economic segments of the population. The City encourages equal and fair access to housing for renters and homeowners.

The City also promotes accessibility by providing affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms and targeting affordability programs toward household with income considered low to moderate income.

In order to overcome these impediments the City Of Grand Island works towards making progress on goals that were prioritized by the City in the 2019-2023 Consolidated Plan, which were to increase affordable housing options within the city and provide support services for neighborhoods and vulnerable populations. Progress towards goals was made by working with local partnerships such as the continuum of care, Housing Development Corporation, Habitat for Humanity and Hall County Housing Authority.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Grand Island executes contracts for all CDBG activities. These contracts meet the applicable program and federal requirements. The City monitors contracts for compliance with these program requirements, including general management, performance goals, financial management, data collection, reporting, eligibility determinations, non-discrimination, fair housing, affirmative marketing, Davis-Bacon labor compliance, etc.

In accordance with 24 CFR Part 85.36(e) and 84.44(b), the City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Community Development Division staff is responsible for monitoring program activities to assure timely use of the funds and compliance with HUD regulations and guidelines in implementing program activities under the programs. Basic tools used to accomplish this include, Contractual obligations of grant recipients which consists of a written document outlining what is expected of both sub-recipient and the City of Grand Island. Each Sub-recipient is required to complete quarterly reporting which includes the amount of clients/households/ business that have been served, progress to meeting national objective, as well as a brief explanation of progress and/ or lack of progress and updates. Every six months the Community Development Division will conduct an on-site monitoring for each sub-recipient in order to ensure that all compliances are being followed such as retention of files and financials are being kept according to contractual obligations

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The most recent version of the Citizen Participation Plan was adopted by City Council on May 26, 2020 to include all new and additional parameters as identified in regard to becoming an Entitlement Community. The Citizen Participation Plan intends to make the community aware of CDBG projects and processes, as well as to make the pathway for becoming involved with review of CDBG funding as accessible as possible. A copy of the citizen participation plan, which includes public hearing time frames and varying methods in which the Community Development Division will make information available is accessible on the City of Grand Island's

website at [www.grand-island.com](http://www.grand-island.com), under the Community Development section or available in print from the Community Development Division directly at Grand Island City Hall, 100 E. 1st Street, Grand Island, Nebraska.

Outside of the public hearing process, opportunities to comment on proposed plans and other documents are available to the general public and other persons affected by the activities of the programs. A notice will be published in the Grand Island Independent in English, with directions for translation in Spanish, providing 30 calendar days for the public to comment on the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Plan Amendments and the Consolidated Annual Performance Evaluation Report.

At this time no comments have been received for the 2019 Consolidated Annual Performance Evaluation Report.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Grand Island continues to focus on the objectives and goals that were outlined in the 2019-2023 Consolidated plan and 2019 Annual Action plan, at this time there are no changes.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

RESOLUTION 2021-70

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community; and

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, all grantees are required to report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, the Community Development Division created the required documentation to serve under the Entitlement Program and completed 30 day public comment per program requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts Community Development Block Grant, 2019 Consolidated Annual Performance & Evaluation Report; 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, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-20

**#2021-71 - Approving Multiyear Agreement with National 4-H for  
Championship Event at Heartland Public Shooting Park**

Staff Contact: Todd McCoy



# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** March 23, 2021

**Subject:** Approving Multiyear Agreement with 4-H for National Competition Fees

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

Heartland Public Shooting Park (HPSP) host numerous regional and national shooting sports events which includes the National 4-H Championships.

## **Discussion**

National 4-H coordinators requested to establish a formal multiyear agreement for fees charged for the annual National event held at HPSP each June. Based on input from City Finance, Legal, HPSP and 4-H coordinators the agreement was drafted.

Fee Type	2021	2022	2023	2024	2025	2026
Facility Fee:	\$ 7,350.00	\$ 7,450.00	\$ 7,600.00	\$ 7,600.00	\$ 7,650.00	\$ 7,700.00
Shotgun Sports Competition per participant/day: (per 100 targets)	\$ 22.75	\$ 23.25	\$ 23.75	\$ 23.75	\$ 24.25	\$ 24.75
Trap and Skeet Practice Rounds: (25 targets)	\$ 5.50	\$ 5.75	\$ 6.00	\$ 6.25	\$ 6.50	\$ 7.00
Sporting Clay Practice Rounds: (50 targets)	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50
Rifle per participant/day:	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
Handgun per participant/day:	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
Muzzleloader per participant/day:	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
3D Archery per participant/day:	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
FITA and Field Archery per participant/day:	\$ 5.50	\$ 6.00	\$ 6.50	\$ 6.50	\$ 7.00	\$ 7.50
Hunter Skills per participant/day:	\$ 7.00	\$ 8.00	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
Up to three Golf Cars for 4H Staff Use Each Day:	Free	Free	Free	Free	Free	Free
Additional Golf Cars:	\$ 50.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 60.00

## **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 multiyear fee agreement with 4-H to host the National Championships at HPSP.

## **Sample Motion**

Move to approve the fee agreement with 4-H.

## HEARTLAND PUBLIC SHOOTING PARK AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as “City”, and the **Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska-Lincoln and the Extension Administration and State 4-H Program**, hereinafter referred to as “UNL”.

WHEREAS, the City is committed to hosting the 4-H Shooting Sports National Championships at the Heartland Public Shooting Park, hereinafter referred to as “HPSP”; and

WHEREAS, UNL is the current Land Grant University for National 4-H Shooting Sports; and

WHEREAS, the City is willing to host the event beyond 2023 should the University of Nebraska at Lincoln continue to serve as the host Land Grant University; and

WHEREAS, UNL and City agree to lock in multiyear fees.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and UNL agree as follows:

1. **RESPONSIBILITIES.**

- a. The City agrees to keep the ranges at HPSP is good and workable order.
- b. The City agrees to allow UNL exclusive use of the ranges for the 4-H Shooting Sports National Championship on the following dates:
  - i. June 20-25, 2021
  - ii. June 26-July 1, 2022
  - iii. June 25-30, 2023
  - iv. June 23-28, 2024
  - v. June 22-27, 2025
  - vi. June 21-26, 2026

2. **COMPENSATION.** In consideration of the City allowing the use of the Heartland Public Shooting Park, UNL agrees to pay the City the amounts as listed on Exhibit “A” to this agreement.

3. **TERM.** This agreement shall take effect on \_\_\_\_\_, 2021, after its approval by the City Council and execution by the Mayor, and shall terminate on July 1, 2026, unless agreed to by both parties.

4. **TERMINATION.** Either party may terminate this contract upon sixty (60) days written notice to the other party.

5. FORCE MAJEURE. Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of this Agreement when such failure is attributable to an Act of God, by the government taking possession of the facility(s) or other government rules, regulations or actions, including, without limitation, any rule, regulation or action which would prevent Lessee from presenting any element of the Show, circumstances limiting the ability of the Show or its personnel to travel (such as, but not limited to, railroad, airline or bus strike or accident, severe weather conditions, act of terrorism, declaration of a national or state emergency, etc.), or by any other circumstances not under the control of such party. If any such event shall cause a delay but shall not be an independent reason for cancellation of an entire Engagement under this Agreement, the remaining performances of said Engagement shall be presented and this Agreement shall continue to be in full force and effect.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and UNL notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

*Stacy R. Jankof*  
*Interim City Attorney*

By: \_\_\_\_\_  
Roger Steele, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Date: \_\_\_\_\_

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By: \_\_\_\_\_  
UNL Procurement Services

Date: \_\_\_\_\_

EXHIBIT "A"

Fee Type	2021	2022	2023	2024	2025	2026
Facility Fee:	\$ 7,350.00	\$ 7,450.00	\$ 7,600.00	\$ 7,600.00	\$ 7,650.00	\$ 7,700.00
Shotgun Sports Competition per participant/day: (per 100 targets)	\$ 22.75	\$ 23.25	\$ 23.75	\$ 23.75	\$ 24.25	\$ 24.75
Trap and Skeet Practice Rounds: (25 targets)	\$ 5.50	\$ 5.75	\$ 6.00	\$ 6.25	\$ 6.50	\$ 7.00
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Hunter Skills per participant/day:	\$ 7.00	\$ 8.00	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
Up to three Golf Cars for 4H Staff Use Each Day:	Free	Free	Free	Free	Free	Free
Additional Golf Cars:	\$ 50.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 60.00

## UNIVERSITY OF NEBRASKA

Addendum # 1 to the agreement between the **Board of Regents of the University of Nebraska** for and on behalf of the University of Nebraska-Lincoln and its AEM/FCH Business Center (University) and the City of Grand Island, (Service Provider) dated March 4, 2021. The following items are hereby incorporated into this agreement and will take precedence over any conflicting terms.

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
3. **Liability.** Service Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind arising out of or in connection with the performance of the Services by the Service Provider.
4. **Work Status Verification.** Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
5. **Debarment List.** No contract shall be awarded to any Party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, the Party specifically warrants and represents that it is not included on the Debarment List. The Party further agrees that should it be included on the Debarment List at the time the contract is signed, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Undersigned.
6. **Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01)**, as may be amended, as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at [www.nebraskaspending.gov](http://www.nebraskaspending.gov). It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
7. **Equal Opportunity.** This Service Provider and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered Service Providers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
8. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. **Logos or University Marks.** The Service Provider shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.
10. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Service Provider under this Agreement. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this agreement have been performed in accordance to the procedures indicated.
11. **Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Undersigned for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Undersigned shall make reference to the appropriate Purchase Order number to be eligible for payment.
12. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.
13. **Compliance.** Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.
14. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska

Revised June 2020

as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

15. The estimated total amount in US Dollars is: **\$173,882.00.**

**For University Department Approval (If Applicable)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**For The Board of Regents of the University of Nebraska**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**For the Service Provider**

Signature: \_\_\_\_\_

Printed Name: Roger Steele

Date: \_\_\_\_\_

Title: \_\_\_\_\_

*I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of regents Policy 6.2.1.16, Purchases Involving University Personnel.*

*Stacy R. Warkol*  
*Interim City Attorney*

**Notice.** Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

**To the Service Provider:**

Name: Roger Steele, Mayor

Address: 100 East First Street

City, State, Zip Grand Island, NE 68801

Email: MayorSteele@grand-island.com

Phone: (308) 385-5444 ext. 140

**To the University:**

Name: Kathleen Lodl

Address: 211 AGH

City, State, Zip: Lincoln, NE 68583-0703

Email: klodl1@unl.edu

Phone: (402) 472-9012

RESOLUTION 2021-71

WHEREAS, the Heartland Public Shooting Park (HPSP) has become one of central Nebraska's premier recreational attractions for hosting numerous local, regional and national shooting events; and

WHEREAS, one of these events includes the National 4-H Championship Shoot; and

WHEREAS, the National 4-H Coordinators have requested to establish a formal multiyear agreement for fees charged for their annual National event; and

WHEREAS, based on input from Legal, Finance, HPSP and 4-H Coordinators a multiyear agreement was drafted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Multiyear Agreement with the National 4-H Championships is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney





# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-21

**#2021-72 - Approving Capital Equipment Lease Program for Jackrabbit Run Golf Course**

Staff Contact: Patrick Brown

# **Council Agenda Memo**

**From:** Patrick Brown, Finance Director

**Meeting:** March 23, 2021

**Subject:** Approving Capital Equipment Lease Program for Jackrabbit Run Municipal Golf Course

**Presenter(s):** Patrick Brown, Finance Director

## **Background**

On December 8, 2020, Council approved the Golf Management Contract with Landscapes Unlimited. The contract is a five year agreement to employ and be responsible for all golf course staff and manage day-to-day operations which includes property maintenance, food and beverage, marketing, payroll processing, and programming.

## **Discussion**

Landscapes Unlimited is recommending a shift in acquisition practices from equipment ownership model to a leasing program for capital equipment. Please see the attached letter from Landscapes Unlimited for more details on the program.

Units needed in 2021 are:

- Large area rough mower replacing a 1998 unit.
- Small area trim mower replacing a 1994 unit.
- Two maintenance carts replacing 1998 units.

Next of the list of needs are:

- Two fairway mowers replacing 1975 units.
- Two greens mowers replacing 2008 units.
- A maintenance cart replacing a 1998 unit.

## **Alternatives**

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

1. Consent to the Equipment Acknowledgement Addendum.
2. Postpone the issue to a future meeting.
3. Take no action.

## **Recommendation**

City Administration recommends Council consent to the Equipment Acknowledgement Addendum and approve the lease program and the initial four golf season budget.

## **Sample Motion**

Move to approve consent to the Equipment Acknowledgement Addendum and approve the lease program and the initial four season budget.



March 16, 2021

City of Grand Island, Nebraska  
RE: Jackrabbit Run Golf Course

Members of the City Council,

On behalf of the team at Landscapes Unlimited, we appreciate the time that every layer of City Administration and Golf Course Management team has invested in allowing us to put together our customized fleet management plan for Jackrabbit Run. As you will gather, our team is recommending a shift in acquisition practices for the City. We look forward to implementing the plan over the next several weeks.

**Goals of our Fleet Management Program**

- Drastically upgrade major components of the Jackrabbit Run equipment fleet
- Transition from a Capital Equipment Acquisition Strategy to a Cash Flow Driven Model that is consistent with the daily fee golf course business operations
- Deliver program within preapproved annual budget guidelines
- Manage entire administrative process, credit approval and supplier acquisition
- Structure payments around seasonal use of equipment to optimize end of term decision making

**Proposed Equipment for 2021 Season**

- (1) New Jacobsen HR 700 Rough Mower
- (2) Off-lease 2018 Jacobsen LF550 Fairway Mowers (approx 970 hours)
- (2) Off-lease 2017 Jacobsen GKIV+Triplex Riding Greens Mowers (approx. 600-700 hours)
- (3) New Cushman Hauler Utility Vehicles
- (1) Off-lease 2019 Toro 3500 Sidewinder Rotary Trim Mower

**Proposed Payment Schedule**

- May - October 2021 - \$10,000/month (6 payments)
- May - October 2022 - 2023 (2 seasons, 6 payments/year)- \$9166.67/month
- May - October 2024 - \$8333.33/month

**Options at End of Term**

- Renew financial structure for additional seasons
  - \$5,800/month for 2025
  - \$5,000/month for 2026
- Return Equipment with no further obligation



**Fleet Management Program Summary**

- 9 Key Units replaced immediately
- Annual Payment for 2021 = \$60,000
- Average annual payment over initial 4 seasons = \$55,000
- Payment stream contained completely within Golf Course Maintenance budget

**Anticipated Outcome**

- Annual anticipated 8-10 year average payment < \$55,000/year.
- Turf equipment significantly and sustainably upgraded
- Improved course conditions, reduced equipment repair & maintenance cost
- Level, predictable and repeatable equipment replacement and budget process
- Significant savings from 2021 - \$145,000 was allocated for 2 units to be replaced

**Next Steps**

- City Council to consent to Equipment Acknowledgement Addendum
- City Council to approve program and initial 4 season budget plan
- Equipment Order Completed by LU (LU has arranged for all proposed equipment to be held by distributor specifically for Jackrabbit Run pending consent)
- New Cushman Vehicles Ordered
- Equipment Delivered - April 2021 (vehicles will be 8-10 weeks)

The entire team at Landscapes looks forward to continuing to build our relationship with The City of Grand Island. Time is of the essence with this proposal as all the equipment is in very high demand and has been put on hold specifically for Jackrabbit Run.

As always, please do not hesitate to contact the undersigned if there are any questions or additional information required.

Yours truly,

Bryce Juedes, CFO  
Landscapes Unlimited / Landscapes Fleet Management

RESOLUTION 2021-72

WHEREAS, on December 8, 2020, by Resolution 2020-314, the City of Grand Island approved a contract with Landscapes Unlimited to manage the day to day operations of the Jackrabbit Run Municipal Golf Course; and

WHEREAS, in order to upgrade equipment needed for maintaining Jackrabbit Run Municipal Golf Course; and

WHEREAS, the cost for the four year program is \$10,000 a month for the period of May 2021 through October 2021, \$9,166.67 per month for the period of May 2022 through October 2022, \$9,166.67 per month for the period of May 2023 through October 2023, \$8,333.33 per month for the period of May 2024 through October 2024; and

WHEREAS, the Equipment Acknowledgement Addendum has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the four year capital lease program ordered by Landscapes Unlimited of \$220,000.00 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item H-1

**Consideration of Approving Request from Phil Mader for a Conditional Use Permit for Adding a Water Well/Electric Service and Two Accessory Buildings to Property located at 551 Midaro Drive**

*This item relates to the aforementioned Public Hearing item E-5.*

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of March 10, 2021 through March 23, 2021**

*The Claims for the period of March 10, 2021 through March 23, 2021 for a total amount of \$4,008,744.35. A MOTION is in order.*

Staff Contact: Patrick Brown