
City of Grand Island



**Tuesday, April 13, 2021
Council Session Agenda**

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

7:00 PM

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item C-1

Presentation of Industrial Development Revenue Bonds – Tabitha Grand Island Project

Mike Rogers and Colleen Duncan with Gilmore & Bell, P.C. will present information regarding the Industrial Development Revenue Bonds for the Tabitha Project.

Staff Contact: Jerry Janulewicz

CITY OF GRAND ISLAND, IN THE STATE OF NEBRASKA

A RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS (TABITHA GRAND ISLAND PROJECT), SERIES 2021, IN A PRINCIPAL AMOUNT NOT TO EXCEED [\$13,950,000], IN ONE OR MORE SERIES, FOR THE PURPOSE OF MAKING A LOAN TO TABITHA GRAND ISLAND, INC., A NEBRASKA NONPROFIT CORPORATION, TO FINANCE OR REIMBURSE A PORTION OF THE COSTS OF CONSTRUCTING AND EQUIPPING A NEW SENIOR LIVING CAMPUS IN GRAND ISLAND, NEBRASKA; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE BONDS; AND RELATED MATTERS.

WHEREAS, the City of Grand Island, Nebraska (the **“Issuer”**) is a city and political subdivision of the State of Nebraska (the **“State”**);

WHEREAS, the Issuer is authorized by Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**) to issue revenue bonds for the purpose of loaning the proceeds of such bonds to finance any land, building or equipment or other improvement, and all real and personal properties deemed necessary in connection therewith, which shall be suitable for use as a nonprofit enterprise or the refinancing of outstanding debt of an enterprise incurred to finance such land, building, equipment, improvement or other properties;

WHEREAS, Tabitha Grand Island, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State (the **“Borrower”**), has requested that the Issuer issue its Revenue Bonds (Tabitha Grand Island Project), in one or more series, in an aggregate principal amount not to exceed [\$13,950,000], (the **“Bonds”**), and loan the proceeds thereof to the Borrower for the purpose of financing or reimbursing a portion of the costs of constructing and equipping a new senior living campus (expected to consist of 157 units providing a 200,000 square foot, full-continuum of senior housing and services) and associated site improvements in the City of Grand Island, Nebraska. (the **“Project”**);

WHEREAS, the Issuer has agreed to (a) issue the Bonds pursuant to a Loan Agreement (the **“Loan Agreement”**) among the Issuer, Pinnacle Bank, as lender, (the **“Lender”**) and the Borrower, (b) loan the proceeds thereof to the Borrower pursuant to the Loan Agreement, and (c) deliver the Bonds to the Lender;

WHEREAS, the following documents will be prepared in connection with the issuance, sale and delivery of the Bonds (collectively, the **“Financing Documents”**):

- (a) Loan Agreement; and
- (b) Tax Compliance Agreement with respect to each series of Bonds, as applicable (the **“Tax Agreement”**), among the Issuer and the Borrower, concerning compliance with the provisions of the Internal Revenue Code of 1986, as amended (the **“Code”**), and the applicable regulations thereunder.

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

ARTICLE I

LEGAL AUTHORIZATION; FINDINGS; LIMITED OBLIGATIONS

Section 1.01. Legal Authorization. The Issuer is a city and political subdivision of the State and is authorized under the Act to issue and sell the Bonds for the purposes, in the manner and upon the terms and conditions set forth in the Act, in this Resolution, and in the Financing Documents.

Section 1.02. Findings. The Issuer has heretofore found and determined, and does hereby find and determine, as follows:

(a) Based entirely in reliance upon representations made to it by the Borrower in the Financing Documents, which representations the Borrower shall be deemed to have affirmed and ratified upon its execution of the Financing Documents, the Issuer does hereby find and determine the following:

(1) pursuant to Section 13-1105 of the Act, (i) the amount necessary to pay the principal of and the interest on the Bonds shall be as set forth in the Loan Agreement and (ii) no reserve fund is advisable to be established in connection with the financing and maintenance of the Project including taxes, except that a reserve fund may be established for liquidity support purposes by an affiliate of the Borrower.

(2) the Borrower expects to operate the Project as an integral part of its overall operations for the foreseeable future; and

(3) the Borrower is a private nonprofit corporation and is authorized by law to operate its facilities in the State.

(b) The Bonds, when issued, will be a special, limited revenue obligation of the Issuer payable solely from the loan repayments and certain other amounts under a liquidity support agreement from an affiliate of Borrower, and shall not be a general liability of the Issuer or a charge against its general credit.

(c) The Bonds will not be a debt of the State, or any city, village, county or political subdivision of the State, and none of the State or any city, village, county or political subdivision of the State shall be liable on the Bonds. The Bonds shall not constitute a debt within the meaning of any constitutional or statutory debt limitation of the State. The Issuer's taxing power is not pledged for repayment of the Bonds.

ARTICLE II

**AUTHORIZATION OF BONDS
APPROVAL OF FINANCING DOCUMENTS**

Section 2.01. Authorization of Bonds.

(a) For the purpose of making a loan to the Borrower to pay the costs to finance the Project and issuance costs related to the Bonds, there are hereby authorized to be issued revenue bonds of the Issuer in an aggregate principal amount not to exceed _____ Dollars (\$ _____), in one or more series, to be designated “City of Grand Island, Nebraska, Revenue Bonds (Tabitha Grand Island Project).” The Bonds shall (1) be issued in fully registered form in the denominations, (2) bear such dates and interest rates, (3) mature and be payable as to principal or redemption price and interest at such place and in such form, (4) carry such registration privileges, (5) be subject to early prepayment and purchase prior to maturity, (6) be executed, (7) be in such form, (8) be issued in one or more series, (9) carry such designation, and (10) contain such other terms, covenants and conditions as shall be set forth in the Loan Agreement.

(b) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, who are authorized to execute, seal, attest and deliver the Bonds on behalf of the Issuer.

Section 2.02. Approval of Financing Documents. The preparation of the proposed Financing Documents is, in all respects, hereby approved, authorized, ratified, and confirmed, and the Mayor, City Administrator, or Finance Director of the Issuer (each, an “**Authorized Officer**”) are each separately and individually hereby authorized and directed to finalize, execute, acknowledge, and deliver the Financing Documents, including counterparts thereof, in the name and on behalf of the Issuer. The Financing Documents shall be approved by an Authorized Officer of the Issuer executing the same, such execution thereof to constitute conclusive evidence of the Issuer’s approval. From and after the execution and delivery of the Financing Documents by the Issuer, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, certificates, and instruments as may be necessary to carry out and comply with the provisions of the Financing Documents, including but not limited to any documentation related to the conversion of the tax status of interest on Bonds from taxable to tax-exempt.

Section 2.03. Authority To Execute and Deliver Additional Documents; Further Authorizations. Each officer of the Issuer severally is hereby authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents and other papers and to perform all other acts as the party signing may deem necessary or appropriate to implement and carry out the purposes and intent of this Resolution, including the preamble hereto. Each Authorized Officer severally is hereby authorized to determine, in conjunction with authorized representatives of the Borrower: (a) the date of the Financing Documents and the Bonds, (b) the aggregate principal amount of Bonds to be issued, not to exceed the amount set forth in **Section 2.01** hereof, and the principal maturities thereof, (c) the interest rates to be carried by each principal maturity of the Bonds or the manner of determining such interest rates, and (d) the dates upon which the Bonds will be subject to redemption and purchase prior to maturity, and the amount of any redemption premium, if any.

Section 2.04. Public Hearing Approval. The notice of public hearing related to the issuance of the Bonds was duly published and a public hearing pursuant to such notice has been conducted in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, and the City hereby approves the issuance of the Bonds in the original aggregate face amount of not to exceed \$ _____, in one or more series, to finance the Project and issuance costs related to the Bonds, all in accordance with the terms of such notice, which is attached hereto as **Exhibit A** and made a part hereof by reference.

ARTICLE III

MISCELLANEOUS

Section 3.01. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person, other than the Issuer and the Lender, any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Lender as herein provided.

Section 3.02. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 3.03. Immunity of Officers. No recourse for the payment of any part of the principal or redemption price of or interest on the Bonds for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance, sale and delivery of the Bonds shall be had against any official, officer, member or agent of the Issuer or the State, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issuance, sale and delivery of the Bonds.

Section 3.04. Prior Resolutions. To the extent that the provisions of this Resolution conflict with provisions of prior resolutions, or parts thereof, the provisions of this Resolution shall control, to the extent of such conflicts.

Section 3.05. Captions. The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 3.06. Validity of Bonds. Each Bond shall contain a recital that such Bond is issued pursuant to and under the Act, and such recital shall be conclusive evidence of its validity and of the regularity of its issuance.

Section 3.07. Electronic Transactions. The transactions described herein may be conducted and this Resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 3.08. Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor and City Council of the Issuer.

DATED: _____, 2021

CITY OF GRAND ISLAND, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

EXHIBIT A
TEFRA HEARING NOTICE

NOTICE OF MEETING AND PUBLIC HEARING
OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF GRAND ISLAND, NEBRASKA

Notice is hereby given that the Mayor and City Council of the City of Grand Island, Nebraska (the “**City**”), will conduct a meeting on Tuesday, April 27, 2021, at 7:00 p.m. The meeting will be held in the Council Chambers of City Hall, 100 East First Street in Grand Island, Nebraska. An agenda for the meeting, kept continually current, is available for public inspection at the City Clerk’s office during normal business hours, and is also posted on the City’s website at grand-island.com.

At 7:00 p.m., the Mayor and City Council will conduct a public hearing and consider a resolution regarding the issuance by the City of its Revenue Bonds (Tabitha Grand Island Project), in one or more series pursuant to the plan of financing for the below-described Project, in the maximum aggregate face amount of not to exceed \$[13,950,000] (the “**Bonds**”), for the benefit of Tabitha Grand Island, Inc., a Nebraska nonprofit corporation (the “**Borrower**”). The Bonds are expected to be issued as Qualified 501(c)(3) Bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended.

The proceeds of the Bonds will be loaned by the City pursuant to Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”) in furtherance of the purposes of the Act, to the Borrower for the purposes of (a) financing or reimbursing a portion of the costs of constructing and equipping a new senior living campus (expected to consist of 157 units providing a 200,000 square foot, full-continuum of senior housing and services) and associated site improvements (the “**Project**”) and (b) financing issuance costs related to the Bonds. The Project is or will be owned and operated by the Borrower, and is or will be located at the west end of the Prairie Commons in Grand Island, Nebraska/proximate to the southwest quadrant of the intersection of Husker Highway and Prairieview Street in Grand Island, Nebraska.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, AND NO TAX FUNDS WILL EVER BE USED TO PAY ANY PART THEREOF, SUCH BONDS AND THE INTEREST THEREON TO BE PAYABLE SOLELY FROM THE REVENUES DERIVED BY THE CITY FROM THE LOAN AGREEMENT WITH THE BORROWER.

All interested persons are invited to present comments at the public hearing or to submit written comments to bond counsel to the City, Gilmore & Bell, P.C., 450 Regency Parkway, Suite 320, Omaha, Nebraska 68114, concerning the issuance of the Bonds and the Project.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item E-1

**Public Hearing on Request from Casey's Retail Company dba
Casey's General Store 2882, 1404 West 2nd Street for a Class "D"
Liquor License**

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 13, 2021

Subject: Public Hearing on Request from Casey's Retail Company dba Casey's General Store 2882, 1404 West 2nd Street, for a Class "D" 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

Casey's Retail Company dba Casey's General Store 2882, 1404 West 2nd Street has submitted an application for a Class "D" Liquor License. A Class "D" Liquor License allows for the sale of alcohol and distilled spirits off sale only inside the corporate limits of the city.

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 Tina Stone, 1212 Blue Stem Circle, Norfolk, Nebraska. Ms. Stone 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 Tina Stone, 1212 Blue Stem Circle, Norfolk, 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 Casey's Retail Company dba Casey's General Store 2882, 1404 West 2nd Street for a Class "D" Liquor License contingent upon final inspections and Liquor Manager designation for Tina Stone, 1212 Blue Stem Circle, Norfolk, Nebraska.



Grand Island Police Department

Officer Report for Incident L21040453

Nature: Liquor Lic Inv

Address: 1404 2ND ST W; CASEYS
CONVENIENCE STORE
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 04/07/21	
When Reported: 15:19:42 04/06/21	Occurred Between: 15:19:42 04/06/21 and 15:19:42 04/06/21	

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

LT07 LT07 Convenience Store

Responding Officers:	Unit :
Dvorak T	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: 15:19:42 04/06/21	Disposition: CLO Date: 04/07/21
Judicial Status:	Occurred between: 15:19:42 04/06/21
Misc Entry:	and: 15:19:42 04/06/21

Modus Operandi:	Description :	Method :
Crime Class	Crime Class	Civil

Involvements

04/07/21

Date	Type	Description	
04/06/21	Name	Caseys General Store,	location
04/06/21	Name	Krings, Tina M	proposed manager

04/07/21

Supplement

309

Liquor License Investigation

Grand Island Police Department
Supplemental Report

One of the Grand Island Casey's General Store locations, at 1404 W 2nd Street, has applied to renew their liquor license. On the new application, it lists Tina Stone as the liquor manager. I noted that Tina Stone, who is also known as Tina Krings, is listed for numerous Casey's General Store locations as the proposed liquor manager.

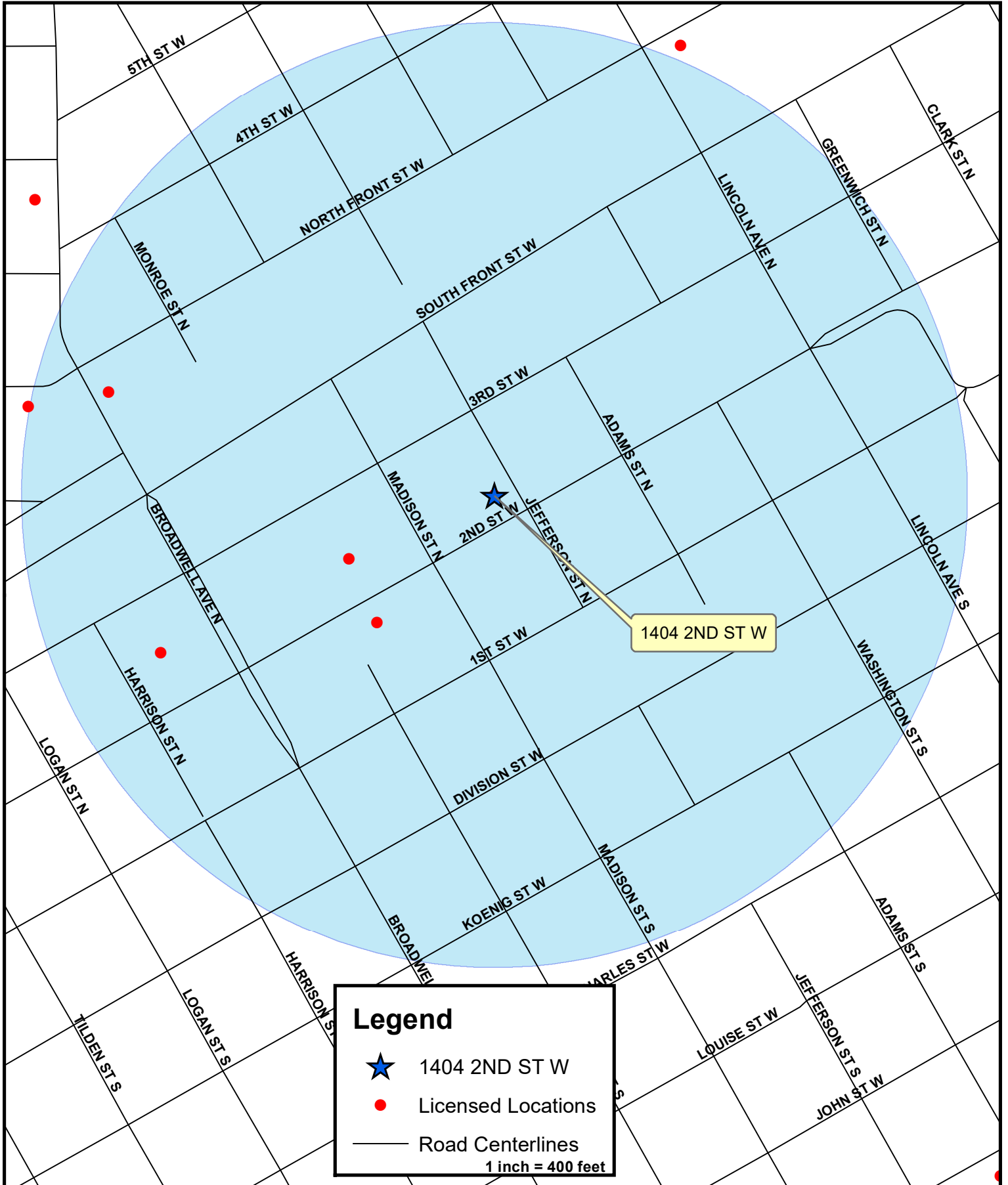
I researched Spillman reports for other Grand Island Casey's locations. I found that Stone/Krings is the manager on file for all Grand Island locations. I noted that Tina has been investigated, as Casey's General Store liquor manager, back to 2007. Several listings for liquor license investigation reports by my predecessor have investigated Stone/Krings found no issue, and no objections to her designation as Liquor Manager.

Because Tina Stone lives in Norfolk, and the other names listed on the application are from out of State, I perused the information provided on the application, as well as Spillman files and NCJIS. I found no citations or convictions. Tina was issued a traffic warning in 2013, and went through civil divorce proceedings in 2007. No other entries of concern. I also checked a paid, law enforcement only database, that generally provides contact and residence history information and civil proceedings. I found no items of concern.

Stone/Krings has been approved for licensing several times in the past. She is listed as manager for numerous Casey's locations. I found no items of concern in her background check. So, even with no personal interview or contact, GIPD has no objections to Tina Stone being named the liquor manager for this Casey's location.

04/07/21

Liquor License Application: Class "D": Casey's General Store





City of Grand Island

Tuesday, April 13, 2021

Council Session

Item E-2

Public Hearing on Request from Scott and Mary Sahling for a Conditional Use Permit to Allow for Private Recreational Use on Property located at 531 Midaro Drive

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: April 13, 2021

Subject: Request of Scott & Mary Sahling for approval of a Conditional Use Permit for the property at 531 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 A. 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 owns a tract of land of 14.04 acres on Madero drive and wishes to improve the site to provide the ability to utilize the property for a private recreational use in conformance with City codes.

Discussion

Because the residential lot does not at this time have a permitted principal use, the newly constructed accessory structure violates City codes without the requested conditional use permit. The tract of land is part of a past sand and gravel mining operation providing 14.04 acres with 7 acres of land and 7 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: Structure to provide sun shade for private recreational area
2. The owner(s) of the described property is/are: Scott Sahling & Mary Sahling
3. The legal description of the property is: See attached
4. The address of the property is: 531 Midaro Drive
5. The zoning classification of the property is: Large Lot Residential
6. Existing improvements on the property is: Sun shade structure
7. The duration of the proposed use is: Perpetual
8. Plans for construction of permanent facility is: Structure has been constructed
9. The character of the immediate neighborhood is: Semi-rural, residential; adjacent to pasture and agricultural
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: See attached

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

3-24-2021
Date

Mary Sahling
Owners(s)

308-380-0422
Phone Number

1711 S. Stuhr Road
Address

Grand Island NE 68801
City State Zip

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

Applicant has constructed a free-standing sun shade/sun blocking structure on the referenced property. This structure is for the Applicant's private recreational use on the property. Subsequent to the Applicant's construction of said structure, the City of Grand Island amended the zoning regulations affecting the property to allow for conditional uses for private recreational areas. Applicant desires to be in compliance with City zoning regulations.

Applicant has engaged the structural engineering services of Olsson to evaluate the structure and confirm its size/shape otherwise conform to City code.



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item E-3

**Public Hearing on Dedication of Permanent Gas Regulator
Easement in Section 23, Township Eleven North, Range 10; South
of Old Potash Highway, West of North Road**

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 13, 2021

Subject: Public Hearing on Dedication of Permanent Gas Regulator Easement in Section 23, Township Eleven North, Range 10; South of Old Potash Highway, West of North Road

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. The City of Grand Island is dedicating current public right-of-way as a permanent easement to accommodate natural gas improvements in the area of Old Potash Highway and North Road.

A sketch is attached to show the easement area.

Discussion

To allow for further development of the area south of Old Potash Highway, west of North Road it is required that current property be dedicated by the City of Grand Island as a permanent gas regulator easement

Alternatives

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

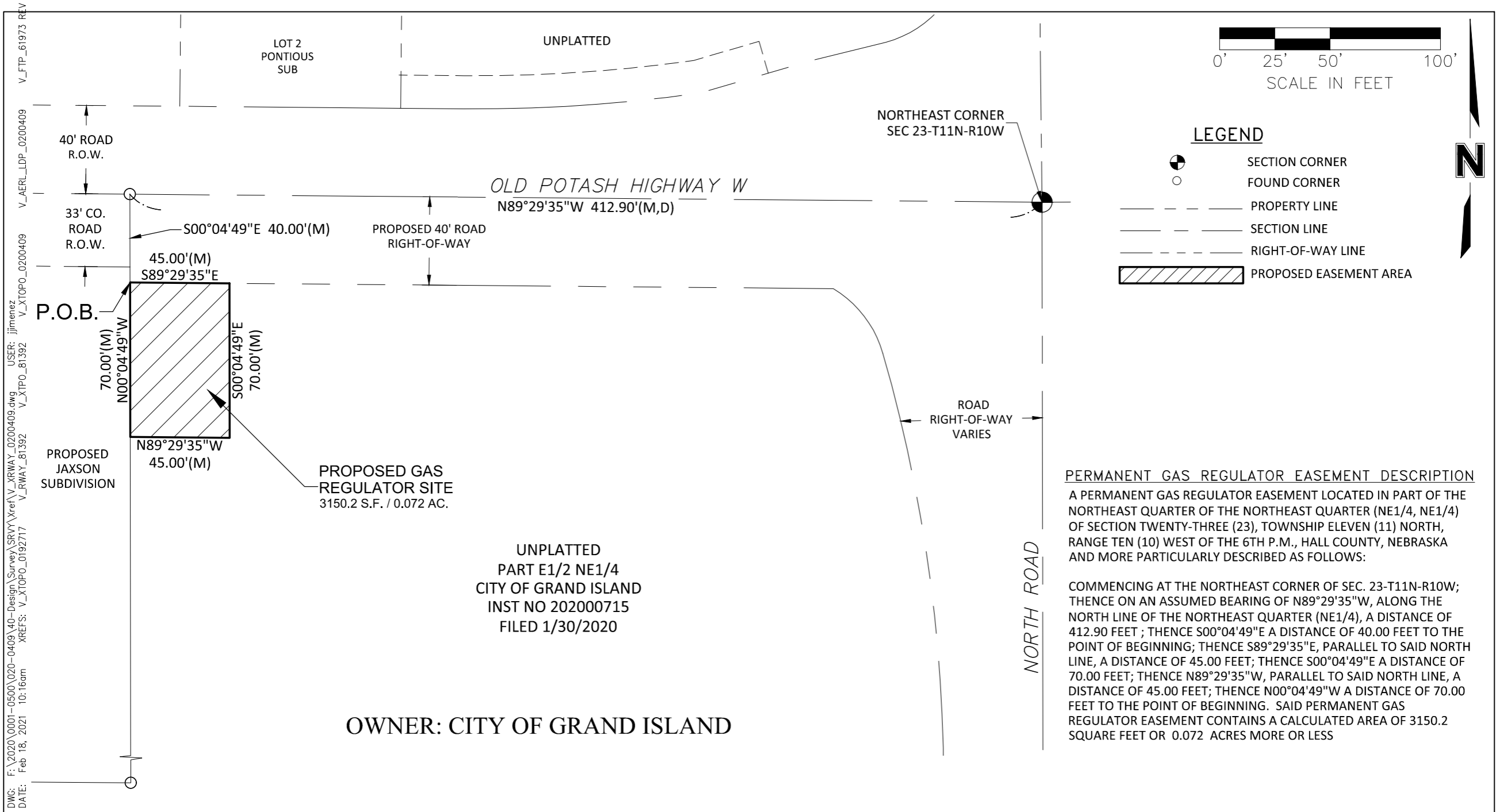
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the dedication of a permanent gas regulator easement.

Sample Motion

Move to conduct a Public Hearing and approve the dedication of a permanent gas regulator easement.



LEGEND

- SECTION CORNER
- FOUND CORNER
- PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- PROPOSED EASEMENT AREA

PERMANENT GAS REGULATOR EASEMENT DESCRIPTION

A PERMANENT GAS REGULATOR EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SEC. 23-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°29'35"W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 412.90 FEET ; THENCE S00°04'49"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S89°29'35"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE S00°04'49"E A DISTANCE OF 70.00 FEET; THENCE N89°29'35"W, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE N00°04'49"W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT GAS REGULATOR EASEMENT CONTAINS A CALCULATED AREA OF 3150.2 SQUARE FEET OR 0.072 ACRES MORE OR LESS

OWNER: CITY OF GRAND ISLAND

UNPLATTED
PART E1/2 NE1/4
CITY OF GRAND ISLAND
INST NO 202000715
FILED 1/30/2020

DWG: F:\2020\0001-0500\020-0409\40-Design\Survey\SRVY\ref\V_XRWAY_0200409.dwg
 USER: jjimenez
 DATE: Feb 18, 2021 10:16am
 XREFS: V_XTOPO_0192717 V_XTPD_81392 V_XTPO_81392 V_AERL_LDP_0200409 V_FTPO_61973 REV

PROJECT NO:	2020-0409
DRAWN BY:	JMJ
DATE:	02.18.2021

PERMANENT GAS REGULATOR EASEMENT
Council Session - 4/13/2021



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



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item F-1

#9820 - Consideration of Sale of Property Located at 3505 W Old Potash Highway (Anderson Auto Group - Parcel No. 400201048)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 13, 2021

Subject: Consideration of Sale of Property Located at 3505 W Old Potash Highway (Parcel No. 400201048)

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

Background

On October 8, 2019, via Resolution No. 2019-306, City Council approved the acquisition of 3505 W Old Potash Highway from Reece Construction Co., Inc. to allow for improvements along the Old Potash Highway corridor. The driveway that served 3505 W Old Potash Highway was too close to the intersection of Old Potash Highway and US Highway 281, with the proposed improvements not allowing for the driveway to remain and still provide a safe roadway.

The business, Construction Rental, previously located at 3505 W Old Potash Highway has relocated. The property is currently being utilized by Starostka Group Unlimited, Inc., contractor for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1, approved by City Council via Resolution No. 2020-271 on October 27, 2020. Starostka Group Unlimited, Inc. is aware the City is planning to dispose of this property and will vacate the premises when necessary.

Discussion

Anderson Auto Group has submitted an offer in the amount of \$165,900.00, with plans to expand their dealership size. With very limited access to this property there is not a significant amount of interest from anyone other than the neighboring property. At this time City staff is recommending the acceptance of Anderson Auto Group's offer in the amount of \$165,900.00.

There will be a 30-day remonstrance period on the disposal of this property, as required.

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 offer from Anderson Auto Group in the amount of \$165,900.00.

Sample Motion

Move to approve.



ORDINANCE NO. 9820

An ordinance directing and authorizing the sale of Parcel No. 400201048, addressed as 3505 West Old Potash Highway, City of Grand Island, Hall County, Nebraska to Anderson Auto Group; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The conveyance by warranty deed to Anderson Auto Group, (“Buyer”), of the City’s interests in and to Parcel No. 400201048, address as 3505 West Old Potash Highway, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Hundred Sixty Five Thousand Nine Hundred Dollars and 00/100 (\$165,900.00) and other valuable considerations.

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

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

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney

ORDINANCE NO. 9820 (Cont.)

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

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

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

Enacted: April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-1

Approving Minutes of March 23, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 23, 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 23, 2021. Notice of the meeting was given in *The Grand Island Independent* on March 17, 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, Mike Paulick and Jason Conley. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Public Works Director John Collins.

PUBLIC HEARINGS:

Public Hearing on Request from Amy J. Schutte dba Bella Design & Décor, 110 East 3rd Street for an Addition to their Class “C-123032” Liquor License. City Clerk RaNae Edwards reported that an application for an addition to Class “C-123032” Liquor License had been received from Amy J. Schutte dba Bella Design & Décor, 110 East 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 3, 2021; notice to the general public of date, time, and place of hearing published on March 13, 2021; notice to the applicant of date, time, and place of hearing mailed on March 3, 2021. Staff recommended approval contingent upon final inspections. No public testimony was heard.

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. City Clerk RaNae Edwards reported that an application for a change of location to Class “I-108549” Liquor License had been received from Luisa Lovato dba Ritmos Night Club, 316 East 2nd Street to 611 East 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 8, 2021; notice to the general public of date, time, and place of hearing published on March 13, 2021; notice to the applicant of date, time, and place of hearing mailed on March 8, 2021. Staff recommended approval contingent upon final inspections. No public testimony was heard.

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. City Clerk RaNae Edwards reported that an application for an addition to Class “C” Liquor License had been received from the City of Grand Island dba Jackrabbit Run Golf Course, 2800 N. Shady Bend Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 11, 2021; notice to the general public of date, time, and place of hearing published on March 13, 2021; notice to the applicant of date, time, and place of hearing mailed on March 11, 2021. Staff recommended approval contingent upon final inspections. No public testimony was heard.

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. Building Department Director Craig Lewis reported that application had been received 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. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement in Crane Valley Ninth Subdivision- North of Faidley Avenue, West of Diers Avenue (Parcel No. 400416182). Public Works Director John Collins reported that a public easement was needed to accommodate drainage for development within Crane Valley Ninth Subdivision. This subdivision was located north of Faidley Avenue, west of Diers Avenue. Staff recommended approval. No public testimony was heard.

Public Hearing on 2020-2021 Community Development Annual Action Plan. Community Development Administrator Amber Alvidrez reported that projects being considered for the 2020-2021 Annual Action Plan were:

- \$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

Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-10 and G-21 (Resolution #2021-61 and #2021-72) were removed for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding items G-10 and G-21. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 9, 2021 City Council Regular Meeting.

Approving Appointment of James Truell to the Community Redevelopment Authority.

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

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

#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.

#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.

#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.

#2021-59 - Approving Final Plat and Subdivision Agreement for Taylor Subdivision. It was noted that Douglas and Pamela Taylor, owners, had submitted the Final Plat and Subdivision Agreement for Taylor Subdivision located between Locust and Pine Streets north of Fonner Park Road for the purpose of creating 2 lots on 0.878 acres.

#2021-60 - Approving Bid Award for Veteran's Home Cemetery Maintenance - City Parks and Recreation Department with AB Service and Repair, LLC from Grand Island, Nebraska for an Estimated Contract Amount of \$20,000.00.

#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. City Administrator Jerry Janulewicz reported that new entrance signs would be placed at Father Flanagan's Boys' Home, Aurora Cooperative Elevator Company, and Hall County Airport Authority. Discussion was held regarding other entrance signs into the City. Tonja Brown representing Grow Grand Island stated they may have more signs at other locations in the future.

Motion by Stelk, second by Nickerson to approve Resolution #2021-61. Upon roll call vote, all voted aye. Motion adopted.

#2021-62 - Approving Bid Award for the 2021 Asphalt Resurfacing Project No. 2021-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, Nebraska in an Amount of \$641,901.26.

#2021-63 - Approving Bid Award for Chip Seal Project No. 2021-CS-1 with Topkote, Inc. of Yankton, South Dakota in an Amount of \$224,065.01.

#2021-64 - Approving Bid Award for Furnishing Components for EIMCO® Type C3D-Fully Trough Skimmer Clarifier Mechanism; Project No. 2021-WWTP-1 with Ovivo USA, LLC of Salt Lake City, Utah in an Amount of \$185,783.00.

#2021-65 - Approving Bid Award for Bridge Joint Repairs 2020-2021 with Wilke Contracting Corp. of Kearney, Nebraska in an Amount of \$85,714.40.

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

#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.

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

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

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

#2021-71 - Approving Multiyear Agreement with National 4-H for Championship Event at Heartland Public Shooting Park.

#2021-72 - Approving Capital Equipment Lease Program for Jackrabbit Run Golf Course with Landscapes Unlimited of Lincoln, Nebraska in an Amount of \$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. Finance Director Patrick Brown reported that Landscapes Unlimited was recommending a shift in acquisition practices from equipment ownership model to a leasing program for capital equipment. Comments were made that the City would not own any of the equipment and that it would be costly to replace when this agreement ended. Bryce Juedes representing Landscapes Unlimited explained the agreement.

Motion by Paulick, second by Guzinski to approve Resolution #2021-72. Upon roll call vote, Councilmembers Fitzke, Mendoza, Minton, Nickerson and Stelk voted aye. Councilmembers Conley, Guzinski, Haase, Paulick, and Scott voted no. Mayor Steele voted aye making the sixth and deciding vote. Motion adopted.

REQUESTS AND REFERRALS:

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 was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Fitzke, second by Guzinski to approve the request. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Scott to approve the payment of claims for the period of March 10, 2021 through March 23, 2021 for a total amount of \$4,008,744.35. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-2

Approving Minutes of March 30, 2021 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

March 30, 2021

Pursuant to due call and notice thereof, a Study Session 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 30, 2021. Notice of the meeting was given in *The Grand Island Independent* on March 24, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, and Mitch Nickerson. Councilmembers Chuck Haase, Michelle Fitzke, and Justin Scott were 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.

SPECIAL ITEMS:

2020 Legislative Changes that Impact Housing and Community Redevelopment in Grand Island. Regional Planning Director Chad Nabity stated this Study Session would cover the following bills that were enacted into law in 2020:

- LB 866 Municipal Density and Missing Middle Housing Act
- LB 1021 Changes to Community Redevelopment Act to Allow MicroTIF
- LB 424 Changes to Municipal Land Bank Act

Mr. Nabity stated the changes to Nebraska Law enacted by each of the above-mentioned bills had the potential to impact housing and community development within the City of Grand Island. In the case of LB 866 (Municipal Density and Missing Middle Housing Act) new requirements had been imposed on the City and staff would need to prepare the appropriate reports to submit to the legislature by July 1, 2021. Council may be asked to approve changes to the Grand Island Zoning ordinance (Chapter 36 of City Code) to work toward achieving the stated goals of this law. The authority granted to the City in both LB 1021 (MicroTIF) and LB 424 (Land Bank) was permissive; meaning that Council was not required to take any action or implement any changes to current policies but may choose to do so if they felt it was in the best interest of the City and its residents.

Reviewed were the following three bills:

- LB 866 Municipal Density and Missing Middle Housing Act

The Unicameral is directing cities in Nebraska to examine and update their zoning regulations to permit various types of housing prioritizing “missing middle housing”. Their hope was that this action would lead to greater availability of affordable housing, increase residential density,

promote more efficient and effective land use, and create conditions for successful mass transit, bikeability, walkability and affordability in residential neighborhoods.

On or before July 1, 2021 and every two years thereafter the City was required to submit a report to the Unicameral's Urban Affairs committee detailing its efforts to address the availability of and incentives for affordable housing through its zoning regulations. On or before January 1, 2023 the City would be required to adopt an affordable housing action plan as specified by the law.

Staff would prepare the report due July 1, 2021 and would prepare the Affordable Housing Action Plan for adoption by the City Council in December 2022.

Discussion was held regarding accessory dwellings/buildings and what affordable housing was. Building Department Director Craig Lewis answered questions regarding duplexes. Amos Anson, 4234 Arizona Avenue complimented the City on already doing some of these things.

- LB 1021 Changes to Community Redevelopment Act to Allow MicroTIF

MicroTIF is an expedited TIF application and approval process that can only be used in certain circumstance. MicroTIF as allowed by current Nebraska Law is designed to lower the barriers to using tax increment financing (TIF) for certain properties within areas of the City that have been declared blighted and substandard. Communities that choose to use MicroTIF must adopt a resolution permitting its use.

MicroTIF allows the City, if it chooses, to utilize an expedited review process to approve a shorter term (10 year maximum), lower cost (total cost to applicant cannot exceed \$50) TIF project.

If the City Council wished to implement the use of MicroTIF, staff would need to prepare and present a resolution authorizing the use of MicroTIF within the City of Grand Island.

Discussion was held on the process to be approved and the costs. Council encouraged Mr. Nability to move forward with this. Amos Anson spoke in support.

- LB 424 Changes to Municipal Land Bank Act

In 2020, the Nebraska Unicameral expanded the Nebraska Municipal Land Bank Act to allow the formation of Land Banks outside of Douglas and Sarpy Counties. Land Banks may now be formed by any class of municipality under certain conditions as prescribed in the Act.

The Land Bank board and their powers were reviewed.

The Grand Island CRA was partnering with the Grand Island Area Economic Development Corporation to bring Marty Barnhart, the former Director of the Omaha Land Bank, to Grand Island to explore how a Land Bank would work in Grand Island. The CRA and GIAEDC would

be inviting concerned parties to participate in the session. The South Central Economic Development District (SCEDD), housed in Holdrege, was interested in potentially working with communities in their region to form a Land Bank. Hall County was within SCEDD's organizational territory and Grand Island was the largest municipality in their territory.

Dave Taylor representing the Grand Island Area Economic Development Corporation spoke concerning applying for the Rural Workforce Housing funds. Amos Anson spoke concerning the lack of builders and recruiting builders.

ADJOURNMENT: The meeting was adjourned at 9:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-3

Approving Request from Christine Patterson, 2232 West 11th Street, Grand Island, Nebraska for Liquor Manager Designation with The Cigarette Store dba Smoker Friendly 015, 802 West 2nd Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: April 13, 2021

Subject: Request from Christine Patterson, 2232 West 11th Street, Grand Island, Nebraska for Liquor Manager Designation with The Cigarette Store dba Smoker Friendly 015, 802 West 2nd Street

Presenter(s): RaNae Edwards, City Clerk

Background

Christine Patterson, 2232 West 11th Street, Grand Island, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with The Cigarette Store dba Smoker Friendly 015, 802 West 2nd Street.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Staff recommends approval contingent upon completion of a state approved alcohol server/seller training program.

Alternatives

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

1. Approve the request.
2. Forward the requests with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Christine Patterson, 2232 West 11th Street, Grand Island, Nebraska for Liquor Manager Designation in conjunction with the Class “C-081279” Liquor License for The Cigarette Store dba Smoker Friendly 015, 802 West 2nd Street contingent upon completion of a state approved alcohol server/seller training program.

03/31/21	Name	Patterson, Kyle Alexander	spouse
03/30/21	Name	Smoker Friendly,	business involved
03/30/21	Name	Patterson, Christine M	proposed manager

04/01/21

Narrative

Liquor License Investigation

Date, Time: 3-29-21

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Christine Patterson has applied to become the new Liquor Manager for the Smoker Friendly W 2nd Street location.

Responsible LEO:

Approved by:

Date

04/01/21

Supplement

309

Grand Island Police Department
Supplemental Report

Christine Patterson has applied to become the new liquor manager for the W 2nd Street location of Smoker Friendly Liquors. Patterson indicates that she has resided in Grand Island her entire life. Kyle Patterson is listed as spouse on Christine's application.

I checked Christine through local Spillman files, as well as through NCJIS. Patterson has no criminal history in Nebraska, and no crime convictions. Christine confirmed this on her application, and reported no convictions of any sort. There were no warrants for Patterson's arrest. I also utilized a paid law enforcement only database, that supplies general identifying information and any civil involvements. I did not note anything that would preclude Christine from becoming the liquor manager.

When I checked Kyle Patterson in the same fashion, I found several entries on both sites. It appears that Kyle had some financial issues in 2005, and also one historical conviction for a willful wreckless driving incident in 2003. There are no recent entries of concern. However, I noted one entry that appears to show that Christine and Kyle were divorced, with records indicating it was officially finalized in 2016.

I met with Christine, at Smoker Friendly, on 3-30-21. We covered the questions I had regarding Kyle's records. Christine indicated that she and Kyle have not been married for too long, and the entries I observed were all regarding Kyle and his ex-wife. Christine said it does get confusing, because Kyle's ex-wife is named Christina, while she is Christine. Patterson confirmed that her husband will not be involved in this licensing, and explained that he is the Asst Manager at Walmart, and will not be involved at Smoker Friendly.

We discussed the fact that Christine is responsible for herself, and her employees when it comes to liquor related violations and concerns. We discussed the uniqueness of her location with regards to Pioneer Park, and agreed that the clientele at this location will be different than the clientele at the Diers Avenue location, where Christine used to be the Asst Manager. Christine said she has worked in retail, and specifically Smoker Friendly, for seven or eight years.

The Grand Island Police Department does not object to Christine Patterson becoming the new liquor manager for Smoker Friendly Liquors, at the W 2nd Street location.

04/01/21



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-4

#2021-73 - Approving Request from Casey's Retail Company dba Casey's General Store 2882, 1404 West 2nd Street for a Class "D" Liquor License and Liquor Manager Designation for Tina Stone, 1212 Blue Stem Circle, Norfolk, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2021-73

WHEREAS, an application was filed by Casey’s Retail Company doing business as Casey’s General Store 2882, 1404 West 2nd Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 3, 2021; such publication cost being \$16.76; and

WHEREAS, a public hearing was held on April 13, 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 Tina Stone, 1212 Blue Stem Circle, Norfolk, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
April 9, 2021 ✕ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-5

#2021-74 - Approving Bid Award - Lime Slurry Tank Interior Protective Coating

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 13, 2021

Subject: Lime Slurry Tank Interior Protective Coating

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Platte Generating Station utilizes a coal-fired boiler for its operation. A spray absorption process was integrated into the flue gas path and utilizes a slurry of slaked lime to capture sulfur dioxide present in flue gases. Dry particulates are removed from the gas stream by a fabric filter downstream of the spray absorption process. The lime slurry silo stores the high calcium soft burned pebble lime. The lime slurry produced by the slaker train is stored in a tank at the base of the silo and distributed into the flue gas stream.

During a recent inspection, it was determined that severe corrosion was occurring in the lime slurry storage tank. To prevent further corrosion of the structure, plant staff developed specifications to implement a corrosion resistant coating inside the lime slurry tank section of the silo.

Discussion

Specifications for the Lime Slurry Tank Interior Protective Coating were advertised and issued for bid in accordance with City Purchasing Code. Bids were publicly opened on March 18, 2021. The Engineer's Estimate for this project was \$90,000.00.

Bidder	Bid Price
Allen Blasting and Coating – Wever, Iowa	\$ 62,258.00
McGill Restoration – Omaha, Nebraska	\$ 99,465.50
Classic Industrial Services, Inc. – Omaha, Nebraska	\$106,354.22
TMI Coatings, Inc. – St. Paul, Minnesota	\$211,345.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for the Lime Slurry Tank Interior Protective Coating to Allen Blasting and Coating of Wever, Iowa, as the low responsive bidder, with a bid in the amount of \$62,258.00

Sample Motion

Move to approve the bid in the amount of \$62,258.00 from Allen Blasting and Coating of Wever, Iowa, for the Lime Slurry Tank Interior Protective Coating.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 18, 2021 at 2:00 p.m.
FOR: Lime Slurry Tank Interior Protective Coating
DEPARTMENT: Utilities
ESTIMATE: \$90,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: March 4, 2021
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>McGill Restoration</u> Omaha, NE	<u>TMI Coatings, Inc.</u> St. Paul, MN
Bid Security:	Universal Surety Co.	North American Specialty Ins. Co.
Exceptions:	None	None
Bid Price:		
Materials:	\$24,431.07	\$ 46,600.00
Labor:	\$73,053.53	\$150,000.00
Sales Tax:	<u>\$ 1,980.90</u>	<u>\$ 14,745.00</u>
Total Bid:	\$99,465.50	\$211,345.00
Bidder:	<u>Allen Blasting and Coating</u> Wever, IA	<u>Classic Industrial Services, Inc.</u> Omaha, NE
Bid Security:	United Fire & casualty Co.	Pacific Indemnity Co.
Exceptions:	None	Noted
Bid Price:		
Materials:	\$32,390.00	\$ 48,366.00
Labor:	\$25,524.00	\$ 54,000.00
Sales Tax:	<u>\$ 4,344.00</u>	<u>\$ 3,388.22</u>
Total Bid:	\$62,258.00	\$106,354.22

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

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Tylor Robinson, Production Engineer

P2260

RESOLUTION 2021-74

WHEREAS, the City of Grand Island invited sealed bids for Lime Slurry Tank Interior Protective Coating, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 18, 2021, bids were received, opened and reviewed; and

WHEREAS, Allen Blasting and Coating of Wever, Iowa, 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 \$62,258.00; and

WHEREAS, the bid of Allen Blasting and Coating is less than the estimate for Lime Slurry Tank Interior Protective Coating.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Allen Blasting and Coating in the amount of \$62,258.00 for Lime Slurry Tank Interior Protective Coating, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 9, 2021	☒ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-6

#2021-75 - Approving Authorization to Join and Participate as an Associate Member of the Municipal Energy Agency of Nebraska (MEAN)

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 13, 2021

Subject: Authorization to Join and Participate as an Associate Member of the Municipal Energy Agency of Nebraska (MEAN)

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Municipal Energy Agency of Nebraska (MEAN) is the not-for-profit wholesale electricity supply organization of NMPP Energy. Created in 1981, MEAN provides cost-based power supply, transmission, and related services to 69 participating communities in four states: Colorado, Iowa, Nebraska, and Wyoming. Grand Island is a participant of MEAN and has a representative serving on the Management Committee. The MEAN board of directors has undertaken an initiative to modernize and streamline MEAN's governance and is transitioning from a 2-body governance structure to a single body by eliminating the Management Committee. As part of this new initiative, an Associate level of participation was created to replace the current level of participation by certain communities, which includes Grand Island.

Discussion

For Grand Island to continue involvement with various subcommittees, Grand Island is required to participate at this new Associate level. Grand Island is also required to designate a representative for the purposes associated with the Associate level. Travis Burdett, Assistant Utilities Director–Transmission and Distribution, has been representing the City on the Management Committee as is recommended to continue as the representative at the Associate level.

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 City of Grand Island to join and participate in the non-member Associate Class of the Municipal Energy Agency of Nebraska, and the designation of Travis Burdett as the City's representative for purposes of non-member Associate Class participation, by separate resolutions.

Sample Motion

Move to approve the City of Grand Island to join and participate in the non-member Associate Class of the Municipal Energy Agency of Nebraska, and the designation of Travis Burdett as the City's representative for purposes of non-member Associate Class participation, by separate resolutions.

MEAN By-Law Provisions regarding Associate Class of Participation

ARTICLE XI. ASSOCIATE CLASS

Section 1. A nonvoting Associate class of participation in MEAN will be available to those entities who are not participating municipalities in MEAN's Charter and who meet the following requirements:

- A. An Associate must be approved by the Board;
- B. An Associate must qualify under one of the following methods:
 - (i) enter into an agreement with MEAN under which the Associate receives power supply, marketing agent, transmission agent or other power-related services from MEAN ("Participation Agreement") and receive approval from the Board to become an Associate; or
 - (ii) transition from participating municipality status to Associate status under Section C. below; or
 - (iii) accept an invitation from the Board to become an Associate;
- C. A participating municipality may transition to the status of Associate by completing the following:
 - (i) requesting and receiving approval from the Nebraska Power Review Board to withdraw as a participating municipality in MEAN's Charter, and
 - (ii) requesting and receiving approval of the Board to become an Associate;
- D. Participation as an Associate is valid until terminated. Termination shall be effective upon the earlier of (i) thirty (30) days advance written notice from the Associate or MEAN, or (ii) termination of the initial Participation Agreement and any successor Participation Agreement. Termination shall not relieve the Associate from any contractual obligations it may have with the Agency or from the Associate's liability to pay any dues, assessments, or fees incurred or commitments made prior to such termination;
- E. An Associate will not join MEAN's Charter;
- F. An Associate shall not constitute a participating municipality under these by-laws or the Charter;
- G. An Associate will not have representation on the Board nor have any voting privileges;
- H. An Associate will be eligible to receive agendas and packets for public meetings of the Board and certain subcommittees upon request;
- I. An Associate must join and maintain full membership in the NMPP; and
- J. Associate status is not transferable.

ARTICLE X. MEDIATION

The Board, the Agency's participating municipalities, and Associates, mutually agree that providing the opportunity for communication and review of certain limited grievances, issues or disputes that may arise is in the best interest of the Agency and all of its participating municipalities and Associates. Grievances, disputes or disagreements (other than matters addressed by other provisions of these by-laws or any contract between MEAN and any participating municipality or any Associate) shall be subject to the Dispute Resolution procedure set forth in this Article; provided, however, that the following matters are excluded and exempt from such Dispute Resolution procedure: (i) breach or failure to comply with any contract between the Agency and any participating municipality or any Associate, (ii) non-payment, (iii) failure to take scheduled power by a participating municipality power purchaser or an Associate, (iv) expulsion or termination of a participating municipality or an Associate, or (v) a continuing failure to meet or perform obligations under these

by-laws. The first step to resolve any dispute subject to this procedure shall be initiated by a written statement from the complaining party, with a request for discussion between the representative designated by the chairperson of the Board and the representative of the participating municipality or Associate. Such meeting shall occur within thirty (30) days following the receipt of the written statement setting forth the issue in dispute. In the event such meeting does not produce a resolution of the dispute, then either party may within sixty (60) days following the date of the written statement require non-binding mediation. The parties shall select a mutually acceptable mediator, and two representatives (one representative designated by the chairperson of the Board and one representative designated by the participating municipality or Associate), shall then meet with the mediator to review the issues in dispute. The mediator shall provide a written report to the parties. The parties shall use their best efforts in good faith to provide for such meeting on an expedited basis. The mediator shall provide the mediation report to the parties within ninety (90) days following the date of the written statement setting forth the dispute. In the event the report of the mediator is not accepted by all the parties, then the parties shall report the status of any unresolved issues to the Board.

ARTICLE XII. PROPRIETARY INFORMATION

- Section 1. All Associates and all participating municipalities of MEAN, and the representatives of all Associates and all participating municipalities shall maintain the confidentiality of all proprietary information. Proprietary information shall include, but not be limited to, the following:
- A. The content of any closed session;
 - B. All trade secrets, pricing processes, or other confidential or intellectual property;
 - C. Information or data developed for MEAN by its officers, directors, employees, and agents which may be subject to patent or copyright application; and
 - D. Information or data designated as proprietary or confidential by the Board.

RESOLUTION 2020-75 (A)

WHEREAS, the challenges in the energy industry and those relating to the operation of utility systems and/or to the supply of energy to the City of Grand Island are challenges shared by numerous other incorporated municipalities within and without the State of Nebraska; and

WHEREAS, it being for a public purpose and indispensable to the best interest of the City of Grand Island and such other municipalities to combine their economic and technical resources necessary to address such challenges on a basis consistent with the common interest of such similarly situated municipalities, and to preserve to the extent possible their autonomy and freedom of choice as municipal entities engaged in the municipal utility business as authorized by the laws of the State of Nebraska; and

WHEREAS, the Municipal Energy Agency of Nebraska, a political subdivision and public corporation, organized under the laws of the State of Nebraska, assists its municipal membership and participants in addressing the challenges set forth hereinabove; and it further appearing that participation in the non-member Associate Class of the Municipal Energy Agency of Nebraska by the City of Grand Island and the resulting benefits to the City to be realized from such participation will be material importance and assistance to the City of Grand Island in dealing with challenges in the energy industry, the operation of utility systems and the supply of energy.

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 join and participate in the non-member Associate Class of the Municipal Energy Agency of Nebraska and to do all things necessary and proper to such participation.

The City of Grand Island does hereby accept and agree to comply with the By-Laws of the Municipal Energy Agency of Nebraska.

The City of Grand Island will designate by separate resolution a representative for purposed of non-member Associate Class participation in the Municipal Energy Agency of Nebraska.

The City of Grand Island acknowledges that acceptance of the City of Grand Island as a non-member Associate Class participant is subject to approval of the Board of Directors of the Municipal Energy Agency of Nebraska.

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -

RESOLUTION 2021-75 (B)

WHEREAS, the City of Grand Island, Nebraska, is a participant non-member Associate Class of the Municipal Energy Agency of Nebraska; and pursuant to the terms of such participation, it is the responsibility of the City/Village to designate a representative of the City of Grand Island for purposes of non-member Associate Class participation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Clerk is hereby directed to give written notice to the Municipal Energy Agency of Nebraska of the designation of Travis Burdett as the City's representative for purposes of non-member Associate Class participation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
April 9, 2021 ☒ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-7

#2021-76 - Approving the Appointment of Travis Burdett as the Alternate Member to the Nebraska Municipal Power Pool (NMPP)

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 13, 2021

Subject: Appointment of Travis Burdett as Alternate Member to the Nebraska Municipal Power Pool (NMPP) Member's Council

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Nebraska Municipal Power Pool (NMPP) is the service organization of NMPP Energy and was formed in 1975 by 19 communities to provide services to nearly 200 member municipalities in a variety of energy and management areas. Tim Luchsinger was previously authorized by the City to represent the City as a Member at the April 12, 2011 meeting. He also serves on the Board of Directors of NMPP.

Discussion

NMPP has recommended that the City authorize an alternate member to represent the City in the case where the member may not be able to attend. Travis Burdett, assistant Utilities Director – Transmission and Distribution, is recommended to be authorized as an Alternate Member. The recommended resolution reaffirms the authorization of Tim Luchsinger as the Member.

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 Tim Luchsinger as the Member and Travis Burdett as the Alternate Member to the Nebraska Municipal Power Pool.

Sample Motion

Move to approve Tim Luchsinger as the Member and Travis Burdett as the Alternate Member to the Nebraska Municipal Power Pool.

RESOLUTION 2021-76

WHEREAS, the City of Grand Island in the State of Nebraska hereby authorizes an Alternate Representative to the Member's Council of the Nebraska Municipal Power Pool; and

WHEREAS, such City be and hereby is a member of the Nebraska Municipal Power Pool; and

WHEREAS, The City Council of the City of Grand Island, in the State of Nebraska, does hereby appoint Timothy Luchsinger as the representative of the City of Grand Island, State of Nebraska, to the Members' Council of the Nebraska Municipal Power Pool; and

WHEREAS the Council of the City of Grand Island, State of Nebraska, does hereby appoint Travis Burdett as the alternate representative of the City of Grand Island, State of Nebraska to the Members' Council of the Nebraska Municipal Power Pool, pursuant to Article V of the Amended and Restated Bylaws of the Nebraska Municipal Power Pool, "Any person appointed as Representative or Alternate Representative shall be a resident of the area receiving services from the appointing Member."

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that this is to certify that the appointments set out above were approved by the Council of the City of Grand Island, State of Nebraska, at their meeting on April 13, 2021.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-8

#2021-77 - Approving Supplemental Agreement No. 2 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2020 Fiscal Year Transportation Planning Program

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

Council Agenda Memo

From: Andres Gomez, MPO Program Manager

Meeting: April 13, 2021

Subject: Approving Supplemental Agreement No. 2 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2020 Fiscal Year Transportation Planning Program

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill. On an annual basis, the MPO develops a Unified Planning Work Program (UPWP), which identifies work activities to be performed during the fiscal year. The UPWP is approved by the MPO Policy Board and City Council. The UPWP is then submitted to the Nebraska Department of Roads for review, and forwarded for approval for federal reimbursement by the Federal Highway Administration and Federal Transit Administration.

On July 9, 2019, via Resolution No. 2019-205, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2020.

On February 23, 2021, via Resolution No. 2021-33, City Council approved Supplemental Agreement No. 1 to Project No RPT-C990(220), Control No. 00546X, and Agreement No. P12006 allowing the unspent funds of \$3,875.28 to be reallocated to the payment of HDR Engineering, Inc. invoices associated with Project No. PLG-1(57), which is for updating of GIAMPO Travel Demand Model and Long Range Transportation Plan.

The maximum Federal Transit Administration, Section 5305 Funding, participation under the FY2020 (July 1, 2019- June 30, 2020) Unified Planning Work Program (UPWP) is 80%, with a not to exceed amount of \$29,656.00 for FY2020 eligible costs.

Discussion

The funds allocated for FY2020 transportation planning process have all been expended to the contractor, with an unspent amount of \$6,555.68. GIAMPO staff have requested this remaining amount be reallocated to the payment of HDR Engineering, Inc. invoices associated with project PLG-1(57), which is for updating of GIAMPO Travel Demand Model and Long Range Transportation Plan. It is necessary that a supplemental agreement be executed to decrease the agreement and redirect \$6,555.68 in unexpended funds.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the supplemental agreement.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-77

WHEREAS, on July 9, 2019, via Resolution No. 2019-205, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local government for the Grand Island Metropolitan Planning Area for Fiscal Year 2020; and

WHEREAS, on February 23, 2021, via Resolution No. 2021-33, City Council approved Supplemental Agreement No. 1 to Project No RPT-C990(220), Control No. 00546X, and Agreement No. P12006 allowing the unspent funds of \$3,875.28 to be reallocated to the payment of HDR Engineering, Inc. invoices associated with Project No. PLG-1(57), which is for updating of GIAMPO Travel Demand Model and Long Range Transportation Plan; and

WHEREAS, the maximum Federal Transit Administration, Section 5305 Funding, participation under the FY2020 (July 1, 2019- June 30, 2020) Unified Planning Work Program (UPWP) is 80%, with a not to exceed amount of \$29,656.00 for FY2020 eligible costs; and

WHEREAS, the funds allocated for FY2020 transportation planning process have all been expended to the contractor, with an unspent amount of \$6,555.68; and

WHEREAS, GIAMPO staff have requested this remaining amount be reallocated to the payment of HDR Engineering, Inc. invoices associated with project PLG-1(57), which is for updating of GIAMPO Travel Demand Model and Long Range Transportation Plan; and

WHEREAS, it is necessary that a supplemental agreement be executed to decrease the agreement and redirect \$6,555.68 in unexpended funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign Supplemental Agreement No. 2 to Project No. RPT-C990(220), Control No. 00546X, and Agreement No. PI2006 between the City and the State.

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-9

**#2021-78 - Approving Bid Award for Diffuser Replacement;
Project No. 2021-WWTP-2**

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer
Meeting: April 13, 2021
Subject: Approving Bid Award for Diffuser Replacement; Project No. 2021-WWTP-2
Presenter(s): John Collins PE, Public Works Director

Background

On March 6, 2021 the Engineering Division of the Public Works Department advertised for bids for Diffuser Replacement; Project No. 2021-WWTP-2, for Basin No. 1.

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



Aeration Basin



Diffuser

Discussion

Two (2) bids were received and opened on March 23, 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.

	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
JCI Industries, Inc. of Lee Summit, MO	None	\$19,295.00
Environmental Dynamics International, Inc. of Columbia, MO	None	\$22,500.00

There are sufficient funds in the approved 2020/2021 budget to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, JCI Industries, Inc. of Lee Summit, Missouri in the amount of \$19,295.00.

Sample Motion

Motion to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 23, 2021 at 2:00 p.m.
FOR: Diffuser Replacement; Project No. 2021-WWTP-2
DEPARTMENT: Public Works
ESTIMATE: \$70,000.00
FUND/ACCOUNT: 53030054-85213-53557
PUBLICATION DATE: March 6, 2021
NO. POTENTIAL BIDDERS: 16

SUMMARY

Bidder:	<u>Environmental Dynamics, International, Inc.</u> Columbia, MO	<u>JCI Industries, Inc.</u> Lee Summit, MO
Bid Security:	Atlantic Specialty Ins. Co.	Cashier's Check
Exceptions:	None	None
Bid Price:	\$22,500.00	\$19,295.00

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

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

P2261

RESOLUTION 2021-78

WHEREAS, the City of Grand Island invited sealed bids for Diffuser Replacement; Project No. 2021-WWTP-2, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on March 23, 2021 bids were received, opened, and reviewed; and

WHEREAS, JCI Industries, Inc. of Lee Summit, Missouri 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 \$19,295.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of JCI Industries, Inc. of Lee Summit, Missouri in the amount of \$19,295.00 for Diffuser Replacement; Project No. 2021-WWTP-2 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, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 9, 2021	☒ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-10

#2021-79 - Approving Change Order No. 2 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: April 13, 2021

Subject: Approving Change Order No. 2 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1

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

Background

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$10,530,764.77 contract on May 26, 2020, via Resolution No. 2020-122, for Old Potash Highway Roadway Improvements; Project No. 2019-P-1.

On October 27, 2020, via Resolution No. 2020-271, City Council approved Change Order No. 1 to the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 to allow Starostka Group Unlimited, Inc. to utilize the City owned property at 3505 W Old Potash Highway as a staging area during construction of such project.

Starostka Group Unlimited, Inc. will be responsible for all utilities at this location during their use, which will be reflected on the last pay application for the project once all utility charges are known.

Discussion

Change Order No. 2 for Old Potash Highway improvements is being requested to address several adjustments needed for this project. CenturyLink owns a duct bank in the project corridor that is in need of relocation due to the proposed improvements. City staff and consultants have worked with CenturyLink to make adjustments to the original project design in order to lessen the impacts to the duct bank. As such, CenturyLink has agreed to reimburse the City for these adjustments, in an amount not exceed \$352,336.27. Also, due to the wet spring and poor soils that have been encountered, changes are needed to provide proper subgrade to construct the proposed pavement on and dispose of the unsuitable material. Other smaller changes from the original design required are:

- Removal & disposal of concrete encased power pole;
- Typing Rogers Reservoir Drainage Pipe into Moores Creek, which is to be tied into the proposed outfall structure;

- Increased curb inlet size on Kaufman Avenue due to offset from existing pipe to north and proposed pipe to south;
- Removal of existing concrete above water mains on Old Potash Highway at four (4) locations;
- Removal of 12"-18" thick existing asphalt roadway along Old Potash Highway, which is thicker than originally bid;
- Redesign storm sewer pipes on Kaufman Avenue due to location of existing water main;
- Increase size of pull boxes from original bid per Street Division request;
- Revisions to storm sewer outfall structures, with addition of sheet piling for additional footings;
- Installation of additional geofabric for box culvert;
- Underground electrical repair at the corner of Old Potash Highway and US Highway 281;
- Abandonment of existing water service and installation of new due to location of proposed storm sewer on Kaufman Avenue;

The result of Change Order No. 2 is an overall contract increase of \$859,508.64, for an updated contract cost of \$11,390,273.41.

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 Change Order No. 2 for the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.

March 8, 2021

Keith Kurz, P.E.
Assistant Public Works Director-Engineering
City of Grand Island
100 East First Street
Grand Island, NE 68802
keithk@grand-island.com

RE: Old Potash Highway: Conflict mitigation costs.

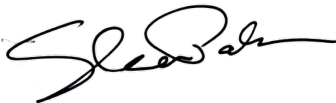
Dear Mr. Kurz:

As part of the conflict mitigation plan submitted and agreed to by the City of Grand Island, Lumen has agreed to participate sharing some of the mitigation costs as outlined below:

Rock & Geogrid to mitigate unsuitable soils where they are encountered, not to exceed \$223,018.00. The City or their consultant will provide test results supporting the need for this mitigation where utilized.

Storm Sewer Alterations to minimize duct adjustments, not to exceed \$129,318.27.

Respectfully,



Steve Parker
Director, Network Implementation
Lumen

Cc: Blaine Halvorson, Lumen



CHANGE ORDER NO. 2

PROJECT: Old Potash Highway Roadway Improvements; Project No. 2019-P-1

CONTRACTOR: Starostka Group Unlimited, Inc.

AMOUNT OF CONTRACT: \$10,530,764.77

CONTRACT DATE: May, 26, 2020

Address items that have been discovered during the ongoing construction of Old Potash Highway Roadway Improvements; Project No. 2019-P-1, with quantity/cost adjustments of such detailed below.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
Old Potash Highway Surfacing Bid Section "A"-					
CO2-1	Color Sample Pad	+1.00	EA	\$230.00	\$230.00
CO2-2	Build 30" Combination Curb and Gutter	+187.00	LF	\$17.25	\$3,225.75
CO2-3	Detectable Warning Panels	+24.00	SF	\$51.70	\$1,240.80
CO2-4	Adjust Manhole to Grade	+1.00	EA	\$129.00	\$129.00
CO2-5	Reconstruct Manhole	+1.00	EA	\$1,089.00	\$1,089.00
CO2-6	Underground Electrical Repair	+1.00	EA	\$1,458.59	\$1,458.59
Subtotal Section "A"-					\$7,373.14
Old Potash Highway Storm Sewer Bid Section "B"-					
CO2-7	Storm Sewer Manhole	+3.00	EA	\$4,800.00	\$14,400.00
CO2-8	Concrete Collar	+2.00	EA	\$1,320.00	\$2,640.00
CO2-9	Concrete Outfall	+8.00	SY	\$116.00	\$928.00
CO2-10	15" REINFORCED CONCRETE STORM SEWER PIPE	+78.00	LF	\$26.95	\$2,102.10
CO2-11	18" REINFORCED CONCRETE STORM SEWER PIPE	+26.00	LF	\$28.70	\$746.20
CO2-12	STORM SEWER PIPE JOINT ENCASMENT	+2.00	EA	\$170.00	\$340.00
CO2-13	FLOWABLE FILL	+1.50	CY	\$266.00	\$399.00
CO2-14	REOGERS RESERVOIR DRAINAGE PIPE	+1.00	LS	\$482.00	\$482.00
CO2-15	OUTFALL STRUCTURE ADDITIONAL SHEET PILING	+1.00	LS	\$8,441.00	\$8,441.00
CO2-16	GEOFABRIC FOR BOX CULVERT	+1.00	LS	\$2,961.00	\$2,961.00
CO2-17	FIELD DRIVE CULVERT	+1.00	LS	\$5,369.00	\$5,369.00
CO2-18	ADDITIONAL CURB INLET CASTING COST	+7.00	EA	\$1,250.00	\$8,750.00
CO2-19	ABANDON WATER SERVICE AT MAIN	+1.00	LS	\$6,589.12	\$6,589.12
CO2-20	REMOVE & CAP HYDRANT ASSEMBLY	+1.00	LS	\$3,589.55	\$3,589.55
CO2-21	REVISION 3 MEANS & METHODS CHANGE	+1.00	LS	\$101,167.48	\$101,167.48
CO2-22	SAND BACKFILL	+10,000.00	TON	\$11.25	\$112,500.00
Subtotal Section "B"-					\$271,404.45

Old Potash Highway Grading and Removals Bid Section "C"-					
CO2-23	Remove Curb	+281.00	LF	\$5.45	\$1,531.45
CO2-24	Removal of Unsuitable Soils	+375.00	CY	\$5.90	\$2,212.50
CO2-25	Over Excavation	+13,800.00	CY	\$6.05	\$83,490.00
CO2-26	Removal of Concrete Above Water Main	+1.00	LS	\$4,341.00	\$4,341.00
CO2-27	Additional Asphalt Removal	+1.00	LS	\$7,893.00	\$7,893.00
CO2-28	Asphalt Millings	+16,200.00	TON	\$12.20	\$197,640.00
CO2-29	Crushed Concrete	+3,000.00	TON	\$37.66	\$112,980.00
CO2-30	Crushed Rock	+550.00	TON	\$58.18	\$31,999.00
CO2-31	Tensar BX1100 Geogrid	+2,000.00	SY	\$3.02	\$6,040.00
Subtotal Section "C"-					\$448,126.95
Claude Road Surfacing Bid Section "F"-					
CO2-32	9" Dowelled Concrete Pavement w/ Integral Curb	-1,026.50	SY	\$48.90	\$(50,195.85)
CO2-33	6" Concrete Pavement	+489.00	SY	\$43.65	\$21,344.85
CO2-34	6" Imprinted Colored Concrete Pavement	+25.00	SY	\$88.50	\$2,212.50
CO2-35	Crushed Rock Surface Course	+0.58	TN	\$30.60	\$17.75
CO2-36	Subgrade Preparation	+668.00	SY	\$1.75	\$1,169.00
CO2-37	4" Foundation Course	+5,227.00	SY	\$5.10	\$26,657.70
Subtotal Section "F"-					\$1,205.95
Claude Road Storm Sewer Bid Section "G"-					
CO2-38	Tap Storm Sewer Pipe	+1.00	EA	\$1,865.00	\$1,865.00
CO2-39	15" Concrete Flared End Section	+1.00	EA	\$532.00	\$532.00
CO2-40	30" Reinforced Concrete Storm Sewer Pipe	+84.00	LF	\$56.30	\$4,729.20
CO2-41	48" Reinforced Concrete Storm Sewer Pipe	+230.00	LF	\$121.00	\$27,830.00
CO2-42	48" Round Equivalent Reinforced Concrete Storm Sewer Pipe	-223.00	LF	\$150.00	\$(33,450.00)
CO2-43	Concrete Flume	+86.00	SY	\$118.00	\$10,148.00
CO2-44	Foundation Course- Structures	+148.37	TON	\$54.35	\$8,063.91
CO2-45	Curb Inlet 128 Modification	+1.00	LS	\$2,756.00	\$2,756.00
CO2-46	Kaufman Ave Storm Sewer Modifications	+1.00	LS	\$28,857.00	\$28,857.00
CO2-47	Water Service to Bigzby Concrete	+1.00	LS	\$5,692.00	\$5,692.00
Subtotal Section "G"-					\$57,023.11
Claude Road Grading and Removals Bid Section "H"-					
CO2-48	Remove Pavement	+920.00	SY	\$5.85	\$5,382.00
CO2-49	Remove and Reset Mailbox	+0.50	EA	\$132.00	\$66.00
CO2-50	Landscaping Rock	+25.97	TON	\$85.30	\$2,215.24
CO2-51	Removal of Unsuitable Soils	+1,084.00	CY	\$5.90	\$6,395.60
CO2-52	Over Excavation	-1,540.00	CY	\$6.05	\$(9,317.00)
CO2-53	Remove & Dispose of Concrete Encased Pipe	+1.00	LS	\$4,047.00	\$4,047.00
Subtotal Section "H"-					\$8,788.84
Alternate Claude Road Extension Improvements Bid Section-					
CO2-54	9" Doweled Concrete Pavement w/ Integral Curb	-239.00	SY	\$52.20	\$(12,475.80)
CO2-55	15" Reinforced Concrete Storm Sewer Pipe	+12.00	LF	\$28.50	\$342.00
Subtotal Alternate Claude Road Extension Improvement Bid Section-					\$(12,133.80)

Old Potash Highway and Claude Road Water Main Bid Section-					
CO2-56	10" M.J. Plug	+1.00	EA	\$356.00	\$356.00
CO2-57	6" 45 M.J. Bend	+2.00	EA	\$191.00	\$382.00
CO2-58	12" Hydrant Extension	+2.00	EA	\$438.00	\$876.00
CO2-59	12" M.J. Plug	+1.00	EA	\$363.00	\$363.00
CO2-60	Retainer Glands	+19.00	EA	\$107.00	\$2,033.00
CO2-61	Wet Cut-In	+1.00	EA	\$914.00	\$914.00
CO2-62	1" Water Services	+6.00	EA	\$7,720.00	\$46,320.00
CO2-63	NDOT Water Service	+1.00	EA	\$27,530.00	\$27,530.00
Subtotal Old Potash Highway and Claude Road Water Main Bid Section-					\$78,774.00
Old Potash Highway and Claude Road Lighting Bid Section "L"-					
CO2-64	LED Street Light/Pole Assembly	-1.00	EA	\$4,826.00	\$(4,826.00)
CO2-65	Pole Box, Type FOR27	-2.00	EA	\$1,333.00	\$(2,666.00)
CO2-66	Pole Box, Type 36	+2.00	EA	\$3,219.00	\$6,438.00
Subtotal Bid Section "L"-					\$(1,054.00)
Total Change Order No. 2-					\$859,508.64

Original Contract Price.....	\$10,530,764.77
Change Order No. 1.....	\$ 0.00
Net Increase/Decrease Resulting from this Change Order.....	\$ 859,508.64
Revised Contract Price Including this Change Order.....	\$ 11,390,273.41

The Above Change Order Accepted:

Starostka Group Unlimited, Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
 John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
 Mayor

Attest _____
 City Clerk

RESOLUTION 2021-79

WHEREAS, on May 26, 2020, via Resolution No.2020-122 the City of Grand Island awarded Starostka Group Unlimited, Inc. of Grand Island, Nebraska the bid in the amount of \$10,530,764.77 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1; and

WHEREAS, on October 27, 2020, via Resolution No. 2020-271, City Council approved Change Order No. 1, at no additional cost, to the Old Potash Highway Roadway Improvements; Project No. 2019-P-1 to allow Starostka Group Unlimited, Inc. to utilize the City owned property at 3505 W Old Potash Highway as a staging area during construction of such project; and

WHEREAS, it has been determined that further modifications are necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of Change Order No. 2 is an overall contract increase of \$859,508.64, for an updated contract cost of \$11,390,273.41.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Starostka Group Unlimited, Inc. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-11

#2021-80 - Approving Dedication of Permanent Gas Regulator Easement in Section 23, Township Eleven North, Range 10; South of Old Potash Highway, West of North Road

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

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

RESOLUTION 2021-80

WHEREAS, current property is being dedicated by the City of Grand Island as a permanent gas regulator easement to allow for further development of the area south of Old Potash Highway, west of North Road described as follows:

COMMENCING AT THE NORTHEAST CORNER OF SEC 23-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°29'35"W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 412.90 FEET; THENCE S00°04'49"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S89°29'35"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE S00°04'49"E A DISTANCE OF 70.00 FEET; THENCE N89°29'35"W, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE N00°04'49"W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT GAS REGULATOR EASEMENT CONTAINS A CALCUALTED AREA OF 3150.2 SQUARE FEET OR 0.072 ACRES MORE OR LESS.

WHEREAS, such dedication of a permanent gas regulator 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 dedicate said permanent gas regulator easement on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

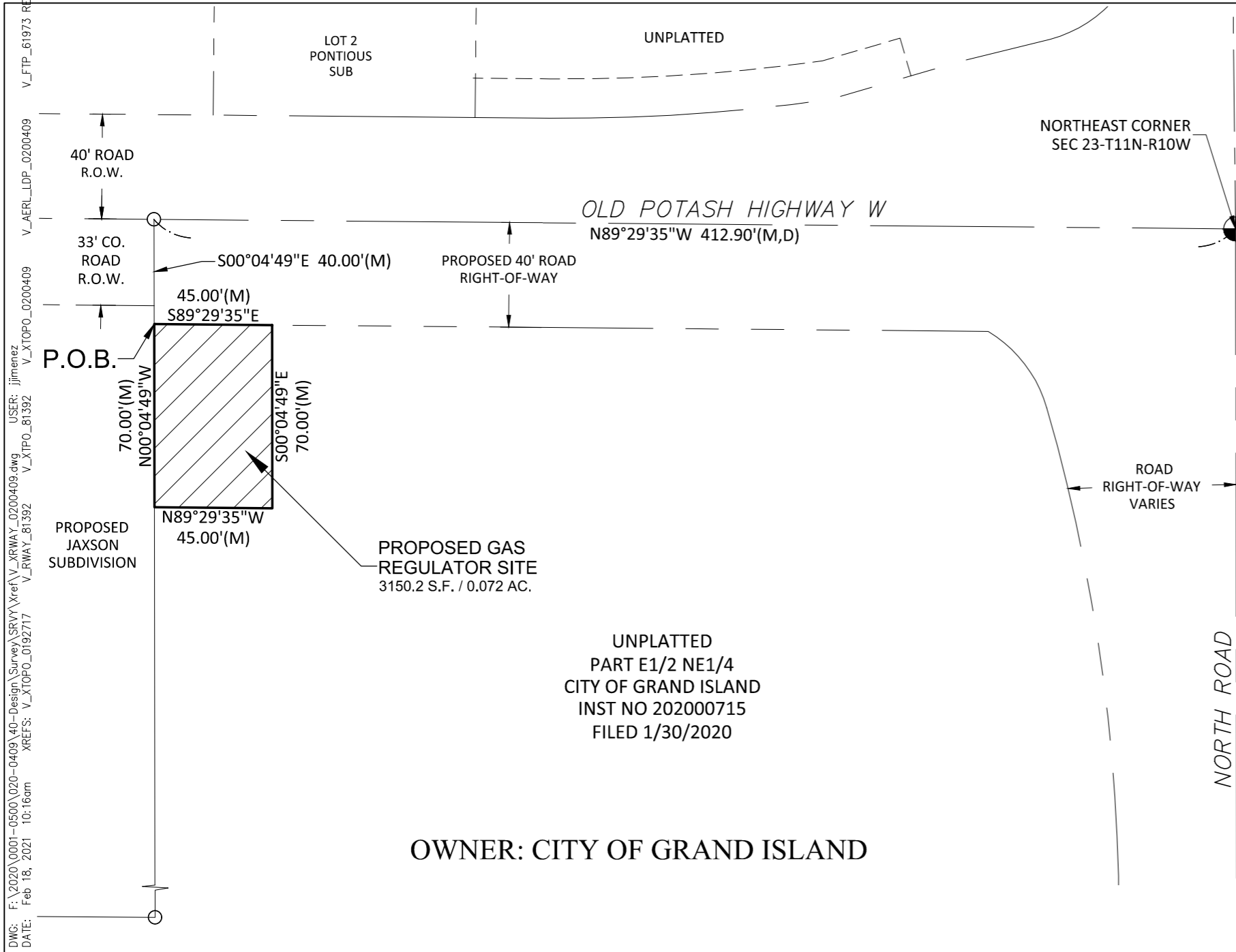
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
April 9, 2021 ✕ City Attorney

DWG: F:\2020\0001-0500\020-0409\40-Design\Survey\SRVY\ref\V_XRWAY_0200409.dwg
 USER: jjimenez
 DATE: Feb 18, 2021 10:16am
 XREFS: V_XTOPO_0192717 V_XTPD_81392 V_XTPO_81392 V_AERL_LDP_0200409 V_FTPO_61973 REV



LEGEND

- SECTION CORNER
- FOUND CORNER
- PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- PROPOSED EASEMENT AREA



PROPOSED GAS REGULATOR SITE
3150.2 S.F. / 0.072 AC.

UNPLATTED
PART E1/2 NE1/4
CITY OF GRAND ISLAND
INST NO 202000715
FILED 1/30/2020

OWNER: CITY OF GRAND ISLAND

PERMANENT GAS REGULATOR EASEMENT DESCRIPTION

A PERMANENT GAS REGULATOR EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SEC. 23-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N89°29'35"W, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4), A DISTANCE OF 412.90 FEET ; THENCE S00°04'49"E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S89°29'35"E, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE S00°04'49"E A DISTANCE OF 70.00 FEET; THENCE N89°29'35"W, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 45.00 FEET; THENCE N00°04'49"W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT GAS REGULATOR EASEMENT CONTAINS A CALCULATED AREA OF 3150.2 SQUARE FEET OR 0.072 ACRES MORE OR LESS

PROJECT NO:	2020-0409
DRAWN BY:	JMJ
DATE:	02.18.2021

PERMANENT GAS REGULATOR EASEMENT
Council Session - 4/13/2021



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

EXHIBIT
1 Page 88 / 211



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-12

#2021-81 - Approving Final Plat and Subdivision Agreement for Ummel Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP, Regional Planning Director
Meeting: April 13, 2021
Subject: Ummel Third Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located east of Shady Bend Road and north of Bronco Road in Grand Island, Nebraska (2 lots, 6.546 acres). This property is zoned LLR Large Lot Residential Zone.

Discussion

The final plate for Ummel Third Subdivision were 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 Ummel Third 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
Tommy L. Ummel Sr.
567 Shady Bend Rd
Grand Island, NE 68801

To create

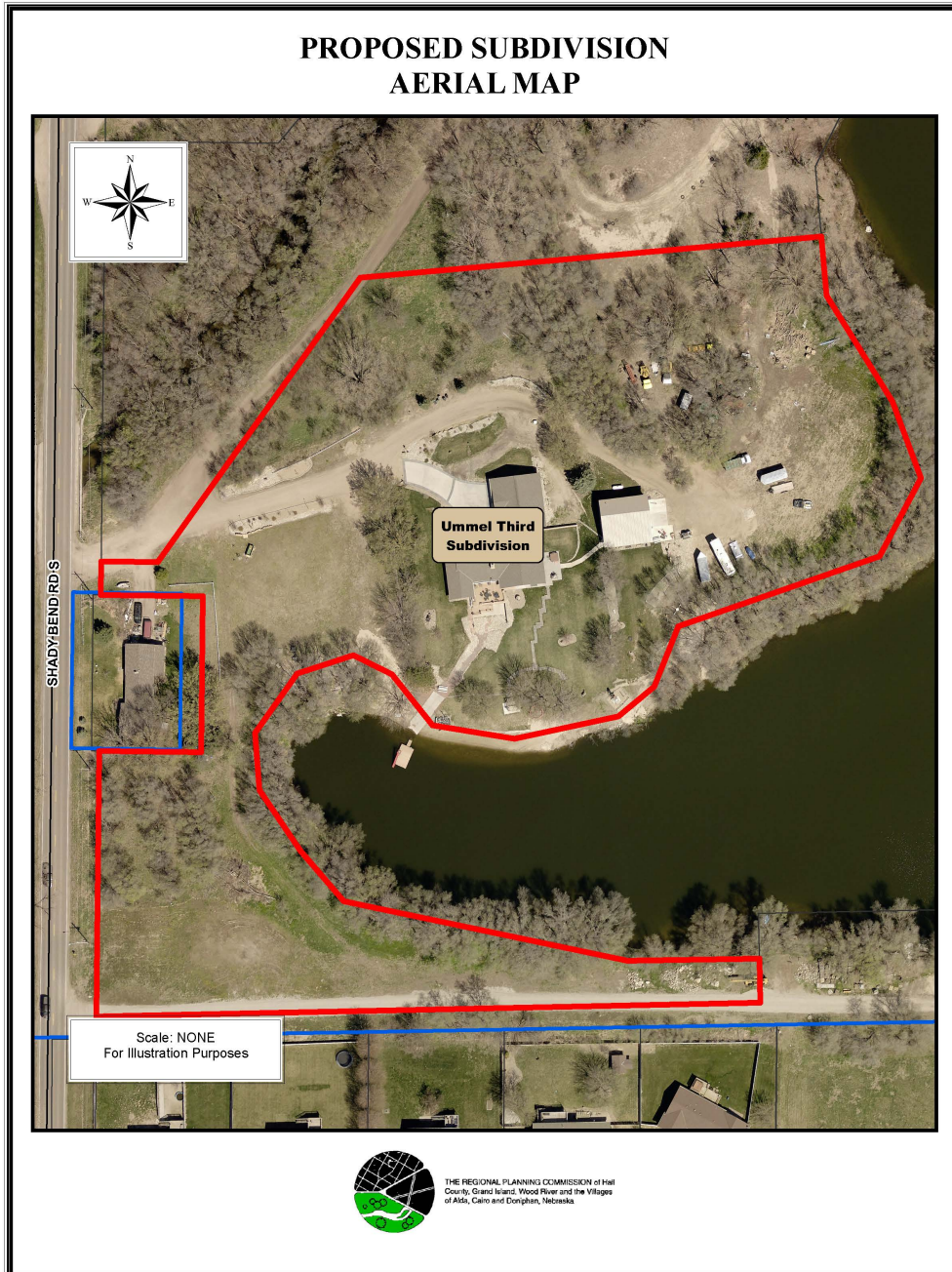
Size: Final Plat 2 lots, 6.546 Acres

Zoning: LLR Large Lot Residential Zone

Road Access: All lots front onto Shady Bend Road a 24' asphalt section line road/county highway.

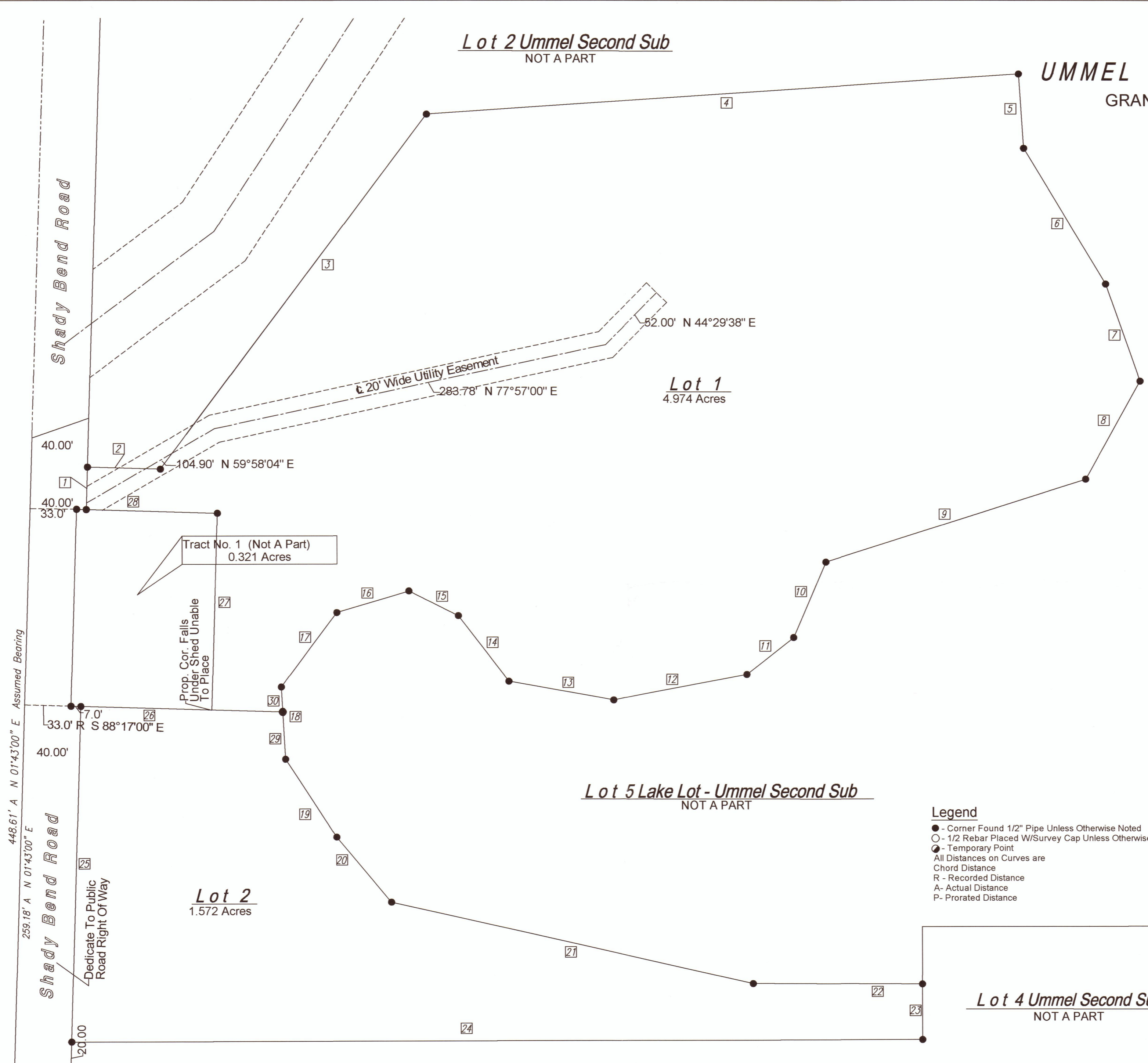
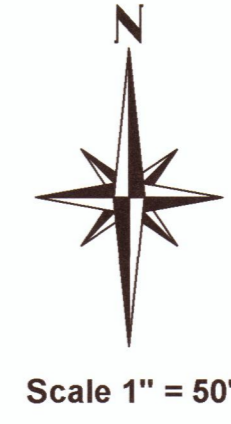
Water: City Water is not available to the subdivision.

Sewer: City Sewer is not available to the subdivision.



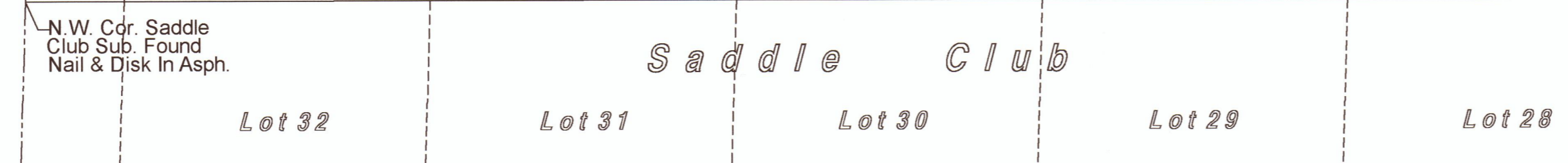
Lot 2 Ummel Second Sub
NOT A PART

UMMEL THIRD SUBDIVISION
GRAND ISLAND, NEBRASKA



LOT NO. 1 & 2		
Pt. No.	Bearing	Distance
1	N 01°43'00" E	30.00'
2	S 88°17'00" E	51.76'
3	N 36°55'27" E	314.57'
4	N 86°06'37" E	421.12'
5	S 03°53'23" E	52.93'
6	S 31°07'05" E	112.60'
7	S 19°22'47" E	73.31'
8	S 29°11'46" W	79.51'
9	S 72°15'33" W	193.51'
10	S 23°10'55" W	58.44'
11	S 51°45'41" W	42.20'
12	S 79°09'18" W	96.53'
13	N 79°40'58" W	75.62'
14	N 37°41'14" W	58.70'
15	N 62°58'12" W	39.17'
16	S 73°18'55" W	53.53'
17	S 36°47'16" W	65.66'
18	S 03°07'16" E	51.24'
19	S 33°10'07" E	66.21'
20	S 40°00'02" E	60.25'
21	S 77°13'08" E	263.30'
22	S 89°41'19" E	119.98'
23	S 00°02'11" E	39.34'
24	N 89°57'49" W	603.91'
25	N 01°43'00" E	237.96'
26	S 88°17'00" E	143.28'
27	N 01°43'00" E	140.00'
28	N 88°17'00" W	93.00'
28	S 03°07'16" E	33.41'
28	S 03°07'16" E	17.83'

- 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



INITIAL POINT SURVEYING LLC
1811 W 2nd Street, Suite 290
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

LOCATION: Grand Island, Hall County, Nebraska			
TITLE: Ummel Third Subdivision			
SCALE AT AD: 1" = 50'	DATE: 2/09/2021	DRAWN BY: Brent C.	PAGE: 1 OF 2
BENCHMARK PROJECT NO:	DRAWING NO: 21-002	REVISION:	

UMMEL THIRD SUBDIVISION

GRAND ISLAND, NEBRASKA

Legal Description

Replat of Lot 3 Ummel Second Subdivision, Hall County, Grand Island, Nebraska

Dedication

KNOW ALL MEN BY THESE PRESENTS, that TOMMY L. UMMEL, SR., a single person, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'UMMEL THIRD SUBDIVISION', an Addition to 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.

Tommy L. Ummel, Sr.

Date

Acknowledgement

State Of Nebraska **SS**
County Of Hall

On the ___ day of _____, 2013, before me, _____ a Notary Public within and for said County, personally appeared TOMMY L. UMMEL SR., a single person, 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

Surveyor's Certificate

I hereby certify that on February 2, 2021, I completed an accurate survey of 'UMMEL THIRD 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

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: Ummel Third Subdivision			
SCALE AT A3: 1" = 50'	DATE: 2/09/2021	DRAWN: Brent C.	PAGE: 2 OF 2
REVISION: PROJECT NO:	DRAWING NO: 21-002	REVISION:	

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

UMMEL THIRD SUBDIVISION

Lots 1 and 2

In the City of Grand Island, Hall County Nebraska

The undersigned, TOMMY L. UMMEL, SR., 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:

Replat of all of Lot 3 Ummel Second Second Subdivision, Hall County, Grand Island Nebraska;

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 UMMEL THIRD 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 UMMEL THIRD 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 Shady Bend Road where it abuts the subdivision.

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

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

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district

to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

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

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. **Flood Plain.** Since portions of the subdivision are within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

8. **Fire Codes.** This property is located within the municipal limits of the City of Grand Island and does not currently have access to municipal water. Until such time as adequate municipal fire service water supply is available to the property, all new structures are

subject to fire department approval of an acceptable alternative means of suppression.

9. **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.

10. **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 UMMEL THIRD 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.

11. **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.

TOMMY L UMMEL SR., Subdivider

By: _____
Tommy L. Ummel Sr.

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 Tommy L. Ummel Sr. 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 2021-81

WHEREAS know all men by these presents, that Tommy L. Ummel, SR., a single person, being owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "UMMEL THIRD SUBDIVISION", A replat of Lot 3 Ummel Second Subdivision to the City of Grand Island, Nebraska.

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

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

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

BE IT FURTHER RESOLVED that the final plat of UMMEL THIRD 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, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
April 9, 2021	☒ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-13

#2021-82 - Approving CDBG -CV Subrecipient Agreement with Senior Citizen Industries, Inc.

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: April 13, 2021

Subject: Approving Agreement CDBG #2019-12-CV with Senior Citizen Industries Inc.

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified each Entitlement community, that they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed on August 11, 2020. The City of Grand was awarded \$233,126.00 of CDBG-CV funds to implement or award to sub-grantees to implement programs that prepare, prevent or respond to COVID-19.

Discussion

The Community Development Division recommends awarding \$59,063 of the CDBG-CV funds to the Senior Citizen Industries Inc. to implement a COVID-19 Response Program, this program will include using the funds for PPE and hand sanitation stations in order to aid in re-opening of the building to senior citizens and to create shelf stable meal boxes for senior citizens age 62 and older who reside in Grand Island but may not be able leave their houses due to COVID- 19. These boxes would be delivered monthly until funds are exhausted.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-12-CV with Senior Citizen Industries Inc. and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-12-CV with the Senior Citizens Inc.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this Thirteenth day of April 2021, by and between the City of Grand Island ("City/Grantee,") and Senior Citizens Industries Inc., ("Subrecipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering CDBG Fiscal Year 2019 Coronavirus Response Funds through a Public Service program in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing these funds, and consistent with all provisions of this Agreement. Subrecipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Subrecipients part to be performed hereunder.

B. Program Delivery

Senior Citizens Industries shall use Fifty Nine Thousand and Sixty three dollars and 00/100 (\$59,063) of Community Development Block Grant funds in creation of the Senior Citizen Industries Response to COVID program for senior citizens enrolled in current programs through the Senior Citizen Industries Inc., as submitted in the application for Community Development Block Grant (CDBG) funds dated January 15, 2021 and categorized as benefitting low to moderate income senior citizens

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

- a. The Subrecipient shall provide all material, labor, and supplies to satisfy the intent of the agreement and the approved proposal a maximum of 10% of total award may be used for administration costs.

- b. The Subrecipient shall create a program that provides shelf stable meals on a monthly basis to elderly persons within the community currently enrolled in participating programs at Senior Citizens Industries Inc. until funds are exhausted.
- c. Subrecipient will use funds to purchase a maximum of 4 hand sanitizing stations to aid in reopening of the building.
- d. The Subrecipient will complete quarterly reports outlining program goals and achievements submitted to the City/Grantee
- e. Complete an income survey for all persons who receive services.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

- a. The Sub-recipient's goal is to create a program that offers shelf stable meals to senior citizens who are unable to leave their home due to the Coronavirus. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
- b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
 - a. Number of persons served
 - b. A summary of project progress
 - c. Client Demographics

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 200 individuals. A minimum 51% of individuals served must be low to moderate income (80 % AMI)

E. Project Description

Type of Project: Low To moderate Income Benefit
 Project Location: City of Grand Island
 Service Area: City of Grand Island
 Project: 2019-12-CV

Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: \$59,063.00

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between April 13, 2021 and April 13, 2022 The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG-CV funds or other CDBG or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use Fifty Nine thousand and Sixty Three dollars &00/100 (\$59,063.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with Senior Citizen Industries response to COVID Program.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Fifty Nine Thousand and Sixty Three 00/100 Dollars (\$59,063.00). Payments may be contingent upon certification of the Sub

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

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

City/Grantee		Sub-recipient:	
City of Grand Island		Senior Citizen Industries Inc.	
ATTN: Community Development Division		Dana Kirby	
100 East First Street		304 E Third	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-5308
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development

regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized

pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

SECTION VIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;

- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
- h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

In the event the Sub recipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee

before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub recipient of either approval or disapproval. At conclusion of the Agreement period, or in the case of disapproval, all program income will be returned to the City/Grantee.

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement (“Indenture”) with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient

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

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

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:

A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);

B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and
C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or

subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

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

3. Hatch Act

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

4. Conflict of Interest

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

- a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;
- b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and
- d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has

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

5. Lobbying

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

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

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

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

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

6. Copyright

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

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date _____ By _____

Roger G. Steele,
Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Senior Citizens Industries Inc.

Date _____ By _____

Executive Director

RESOLUTION 2021-82

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

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), public Law 116-136, which was signed on August 11, 2020, through the Community Development Block Grant (CDBG) program Entitlement communities have been notified they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19 Coronavirus.; and

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

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

WHEREAS, The Senior Citizen Industries Inc. Coronavirus Response program was identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan to be awarded \$59,063.00 from said funds as set forth in Sub-recipient Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is authorized to enter into an agreement with the Senior Citizen Industries Inc. and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	✕ _____
April 9, 2021	✕ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-14

**#2021-83 - Approving CDBG -CV Subrecipient Agreement with
Hall County Community Collaborative**

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: April 13, 2021

Subject: Approving Agreement CDBG #2019-11-CV with Hall County Community Collaborative

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified each Entitlement community, that they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed on August 11, 2020. The City of Grand was awarded \$233,126.00 of CDBG-CV funds to implement or award to sub-grantees to implement programs that prepare, prevent or respond to COVID-19.

Discussion

The Community Development Division recommends awarding \$59,063.00 of the CDBG-CV funds to the Hall County Community Collaborative (H3C) to implement a Childcare Learning Center Program, this program will include using the funds in a scholarship style to aid parents who are in behind on childcare or cannot afford childcare due to COVID-19 challenges or for unforeseen child related to COVID-19. H3C will partner with Central Community College to develop a workforce that will be criminal history checked, trained, and prepared to serve at the partnering childcare centers around Grand Island, this would ultimate act as a Sub list if childcare centers have a teacher who needs to be quarantined or has an influx of children due to school closings.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-11-CV with Hall County Community Collaborative and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-11-CV with the Hall County Community Collaborative.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this Thirteenth day of April 2021, by and between the City of Grand Island ("City/Grantee,") and Hall County Community Collaborative., ("Subrecipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering CDBG Fiscal Year 2019 Coronavirus Response Funds through a Public Service program in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing these funds, and consistent with all provisions of this Agreement. Subrecipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Subrecipients part to be performed hereunder.

B. Program Delivery

Subrecipient shall use Fifty Nine Thousand and Sixty three dollars and 00/100 (\$59,063.00) of Community Development Block Grant funds in creation of Childcare Learning Centers program for families who are currently enrolled in a partnering daycare programs in Grand Island as submitted in the application for Community Development Block Grant (CDBG) funds dated January 15, 2021 and categorized as benefitting low to moderate income persons

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

- a. The Subrecipient shall provide all material, labor, and supplies to satisfy the intent of the agreement and the approved proposal, a maximum of 10% of the total award may be reimbursed for administration costs.

- b. The Subrecipient shall create a program that provides childcare scholarships to Low to moderate income families who have met challenges in paying for Childcare due to COVID-19.
- c. Subrecipient will use funds to develop a childcare substitute teacher/aide list which includes criminal history checked, trained and prepared to serve at the partnering childcare centers around Grand Island.
- d. The Subrecipient will complete quarterly reports outlining program goals and achievements submitted to the City/Grantee
- e. Complete an income survey for all persons who receive services.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

- a. The Sub-recipient's goal is to create a program that offers Scholarships to households for childcare services for households who have encountered challenges due to the Coronavirus. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
- b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
 - a. Number of persons served
 - b. A summary of project progress
 - c. Client Demographics

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 200 individuals. A minimum 51% of individuals served must be low to moderate income (80 % AMI)

E. Project Description

Type of Project: Low To moderate Income Benefit
 Project Location: City of Grand Island
 Service Area: City of Grand Island
 Project: 2019-11-CV

Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: \$59,063.00

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between April 13, 2021 and April 13, 2022 The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG-CV funds or other CDBG or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use Fifty Nine thousand and Sixty Three dollars &00/100 (\$59,063.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with Childcare Learning Center Program.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Fifty Nine Thousand and Sixty Three 00/100 Dollars (\$59,063.00). Payments may be contingent upon certification of the Sub

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

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

City/Grantee		Sub-recipient:	
City of Grand Island		Hall County Community Collaborative	
ATTN: Community Development Division		Julie Nash	
100 East First Street		123 S. Webb Rd	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-930-9038
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development

regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized

pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

SECTION VIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;

- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
- h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

In the event the Sub recipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee

before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub recipient of either approval or disapproval. At conclusion of the Agreement period, or in the case of disapproval, all program income will be returned to the City/Grantee.

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement (“Indenture”) with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient

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

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

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:

A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);

B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and
C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or

subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

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

3. Hatch Act

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

4. Conflict of Interest

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

- a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;
- b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and
- d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has

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

5. Lobbying

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

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

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

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

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

6. Copyright

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

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date _____ By _____

Roger G. Steele,
Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Hall County Community Collaborative

Date _____ By _____

Executive Director

RESOLUTION 2021-83

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

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), public Law 116-136, which was signed on August 11, 2020, through the Community Development Block Grant (CDBG) program Entitlement communities have been notified they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19 Coronavirus.; and

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

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

WHEREAS, The Hall County Community Collaborative Childcare Learning Center program was identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan to be awarded \$59,063.00 from said funds as set forth in Sub-recipient Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is authorized to enter into an agreement with the Hall County Community Collaborative and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-15

**#2021-84 - Approving Amendment to 2019 CDBG -CV
Subrecipient Agreement with Heartland United Way**

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: April 13, 2020

Subject: Approving Amendment #1 to Agreement CDBG #2019-7-CV with Heartland United Way

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In response to the Coronavirus Pandemic (COVID19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified Entitlement community they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19 Coronavirus. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed on August 11, 2020. In response to the CARES Act and CDBG-CV funding, the City is proposing a substantial amendment to the 2019-2023 Consolidated Plan and 2019 Action Plan in order to receive the allotted \$233,126.00 of CARES Act CDBG-CV funding.

Discussion

The Community Development Division recommends to amend the subrecipient agreement with Heartland United way who was previously awarded \$75,000.00 of CDBG-CV funds for Heartland United Way's Covid Response program and add an additional \$100,000.00 from the third round of the CDBG-CV funds. Heartland United Way will use these funds in order to aid low income residents within the City of Grand Island by providing emergency payments for rent, mortgage and/or utilities in order for residents to avoid eviction, clients that benefit from these funds will also work Heartland United Way's Central navigation team in order to help find other resources that may help their circumstances while going to a financial awareness program to help each client be better prepared for their future.

- First round of CDBG-CV funds = \$75,000.00
- Third Round of CDBG-CV funds = \$100,000.00
- Total CDBG-CV grant Award= \$175,000.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves amendment #1 to CDBG Contract #2019-7-CV with Heartland United Way and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve amendment #1 to CDBG Contract #2019-7-CV with the Heartland United Way.



Amendment #1

PROJECT: CDBG-CV Funding: COVID Relief and Recovery Grant

CONTRACTOR: Heartland United Way

AMOUNT OF ORIGINAL CONTRACT: \$100,000

CONTRACT START DATE: October 13, 2020

Revision #1 – Contract Extension date

Original Completion Date ----- October 13, 2021

Revised Completion Date ----- April 13, 2022

Revision #2- Awarded Amount

CDBG- CV round 1 Award Amount ----- \$75,000.00

CDBG-CV round 3 Award Amount ----- \$100,000.00

Revised Total CDBG-CV funding Amount ----- \$175,000.00

Contractor Heartland United Way

By _____ **Date** _____

Title: Karen Rathke, President and CPO

CITY OF GRAND ISLAND, NEBRASKA

By _____ **Date** _____
Mayor

Attest _____
City Clerk

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

SECTION I.

RECITALS

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

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a CDBG Coronavirus Relief funds in the form of Entitlement Housing Rehabilitation, Public Facility, Public Improvement Public Service or Economic Development program in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing the funds, and consistent with all provisions of this Agreement. Sub recipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Sub recipients part to be performed hereunder.

B. Program Delivery

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

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

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

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

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

Units of Service include:

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

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2019-7-CV
Basic Eligibility Citation: 24 CFR 570.201

Amount Funded: \$75,000.00

F. Performance Monitoring

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

G. Time of Performance

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

H. Budget

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

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Seventy Five Thousand 00/100 Dollars (\$75,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the

standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

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

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations

concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized

pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

SECTION VIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

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

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

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

5. Close-outs

The Sub recipient's obligation to the City/Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall

include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City/Grantee), and determining the custodianship of records.

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant

funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24

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

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

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:

A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);

B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and

C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that

are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or

rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

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

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

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470)

and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date October 14, 2020 By Roger G. Steele
Roger G. Steele,
Mayor, City of Grand Island

Attest:

Ral Nae Edwards
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Heartland United Way

Date October 12, 2020 By Karen Rathke
Karen Rathke, President and CPO

Date 10/12/2020 By John K. Poling
Board President

RESOLUTION 2021-84

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts the amendment to the Subrecipient Agreement #CDBG-11-CV and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-16

#2021-85 - Approving Subordination Request for 236 S. Plum (Lois Stade)

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: April 13, 2021

Subject: Approving Subordination Agreement for Lois Stade, 236 S. Plum Street

Presenter(s): Amber Alvidrez, Community Development

Background

The City of Grand Island has a Deed of Trust filed on property owned by Lois Stade, a single person, located at 236 S. Plum Street, in the amount of \$14,000.00. In 2013 Community Development Block Grant funds totaling the amount of \$14,000.00 were loaned to Lois Stade to assist her with the down payment as part of the Community Development Block Grant program. The legal description is:

Lot Four (4), Block Two (2), Koehler Place, an Addition to the City Of Grand Island, Hall County, Nebraska.

The owner is requesting permission from the City to subordinate to a new mortgage amount of \$82,000.00 and accept second position to the first mortgage. Lois Stade is seeking to refinance her mortgage and is working through First National Bank of Omaha. The lender is requesting first position on the Deed of Trust. The house will remain occupied and property taxes will continue to be paid. The equity in the property is in excess of the lien amounts held by both the City and the bank.

Discussion

The City's current lien is in the amount of \$14,000.00, which has a balance of \$4,417.28 as of September 30, 2020 due to 10% being forgiven annually. A new lien in the amount of \$82,000.00 with First National Bank of Omaha would replace the City of Grand Island's senior lien. By law, the new lien, with First National Bank of Omaha, would be junior in priority to the City's lien; however, First National Bank of Omaha has asked the City to subordinate its lien to the new lien.

The anticipated appraised value of the property is \$130,000.00, as of March 2021, and is sufficient to secure the new lien of \$82,000.00 and the City's remaining mortgage of \$4,417.28. The City's loan is a zero percent interest loan that is completely forgivable

after 10 years of living at the residence or the prorated amount being due only when the homeowner sells the house.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the Subordination Agreement with First National Bank of Omaha, placing the City in the junior position to the new Deed of Trust.

Sample Motion

Move to approve the Subordination Agreement with First National Bank.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded November 27, 2013 on the following described real estate:

Lot Four (4), Block Two (2), Koehler Place, an Addition to the City of Grand Island, Hall County, Nebraska.

It is the intent of this Agreement that the trust deed for amounts loaned by First National Bank of Omaha to Lois Stade (Borrower), that was filed **date of new lien** as Instrument Number **###** shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded **Month Day, Year**, up to the amount of \$82,000.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded December 2, 2013 as Document Number 201309408 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 201309408. It is understood that First National Bank of Omaha intends to lend funds to Borrowers but that the subordinated amount is not to exceed \$82,000.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____

City of Grand Island, Nebraska

By _____
Roger G. Steele, Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on _____,
2020, by Roger G. Steele, Mayor of the City of Grand Island, Nebraska.

Notary Public

RESOLUTION 2021-85

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated November 27, 2013 and recorded on December 2, 2013, as Instrument No.0201309408 respectively, in the total amount of \$14,000.00 secured by property located at 236 S. Plum Street and owned by Lois Stade, said property being described as follows:

Lot Four (4), Block Two (2), Koehler Place, an Addition to the City Of Grand Island, Hall County, Nebraska.

WHEREAS Lois Stade wishes to execute a Deed of Trust in the amount of \$82,000.00 with First National Bank of Omaha, to be secured by the above-described real estate upon the subordination of the City's Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans; and

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust Lois Stade, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of First National Bank of Omaha, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-17

**#2021-86 - Approving Bid Award for Architectural Services Design
HVAC at Grand Island Public Library**

Staff Contact: Celine Swan

Council Agenda Memo

From: Celine Swan, Library Director

Meeting: April 13, 2021

Subject: Approving Bid Award for Architectural Services Design HVAC at Grand Island Public Library

Presenter(s): Celine Swan, Library Director

Background

The existing mechanical system from the original 1973 structure serving the Grand Island Public Library was evaluated during the renovation by Clark Enersen. They found that for cooling the 1973 Trane Chiller has had several maintenance items in recent years and is of primary concern for catastrophic failure. The expectancy of a chiller is expected to be 20 years and the chiller has more than exceeded its usability for the library. The unit utilizes R22 refrigerant which was set to be 100% phased out of production by January 1, 2020. The air handler had a coil that was designed to supplement cooling thru the use of the water well, the coil began to leak excessively and has been isolated. A water well located within the basement, pumps well water through the equipment to provide cooling before discharging to storm. The condition of the water well is unknown and the quality of the water has over time deteriorated the condition of the equipment it serves.

The items that will have a significant impact to library operations if they were to fail are as follows:

1. Trane Chiller Failure
2. Domestic Water Well Failure
3. AHU Chilled Water Coil Leak
4. Air Handler Supply and Return Fan Failure
5. Hydronic Chilled Water Pump Failure

Discussion

Specifications for the Architectural Services-Design HVAC were advertised and issued for bid in accordance with City Purchasing Code. Bids were publicly opened on March 31, 2021.

Bidder	Bid Price
Prochaska & Associates – Omaha, Nebraska	\$ 50,000.00 + 5.75 % of construction bid fee
Clark & Enersen – Lincoln, Nebraska	\$ 51,500.00 + 6.5 % of construction bid fee
Engineering Technologies Inc. ETI – Lincoln, Nebraska	\$ 68,400.00 + 9.5 % of construction bid fee

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for the Architectural Services-Design HVAC to Prochaska & Associates of Omaha, Nebraska as the low responsive bidder, with a bid in the amount of \$50,000.00 + 5.75 % of construction bid fee.

Sample Motion

Move to approve the bid in the amount of \$50,000.00 + 5.75 % of construction bid fee from Prochaska & Associates of Omaha, Nebraska, for the Architectural Services-Design of HVAC for the Grand Island Public Library.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ARCHITECTURAL SERVICES – DESIGN HVAC AT LIBRARY**

RFP DUE DATE: March 31, 2021 at 4:00 p.m.

DEPARTMENT: Library

PUBLICATION DATE: March 10, 2021

NO. POTENTIAL BIDDERS: 1

PROPOSALS RECEIVED

Engineering Technologies, Inc.
Lincoln, NE

Prochaska & Associates
Omaha, NE

Clark & Enersen, Inc.
Lincoln, NE

cc: Celine Swan, Library Director
Jerry Janulewicz, City Administrator

Stacy Nonhof, Purchasing Agent
Patrick Brown, Finance Director

P2263

RESOLUTION 2021-87

WHEREAS, the City of Grand Island invited sealed bids for Architectural Services-Design HVAC, according to plans and specifications on file with the City of Grand Island; and

WHEREAS, on March 31, 2021, bids were received, opened and reviewed; and

WHEREAS, Prochaska & Associates of Omaha, 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 \$50,000.00 + 5.75 % of construction bid fee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Prochaska & Associates in the amount of \$50,000.00 + 5.75 % of construction bid fee for Architectural Services-Design HVAC, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-18

#2021-87 - Approving the Amendment to Grand Island Public Library FTE Budget Allocation

Staff Contact: Celine Swan

Council Agenda Memo

From: Celine Swan, Library Director

Meeting: April 13, 2021

Subject: Approving Amendment to Grand Island Public Library
FTE Budget Allocation

Presenter(s): Celine Swan, Library Director
Patrick Brown, Finance Director

Background

The Grand Island Public Library Department for the City of Grand Island is responsible for being the gateway for the people of our diverse community to achieve a lifetime of learning and literacy. The library is a community center for all ages, from birth to adult. Many challenges were met due to the COVID pandemic, including the library building closed to the public for 16 weeks, the library staff being laid off for 7 weeks. We had a reduction in force from 23.5 FTE to 18 FTE, with five library assistants not being recalled to work. Our weekly public operating hours were reduced from 62 to 46 hours. Library staff rose to the occasion providing curbside hold pick-up, quarantine and cleaning of returned materials, promoting digital library collections, and presenting more than 121 virtual programs from May 2020 through February 2021, with over 500 patrons participating in our Winter Reading Challenge. Patrons have been so thankful the library has been open to provide services, and a recreational outlet for many that helped ease the stress of the COVID world.

As virus case-numbers continue to improve in the region, and the number of people vaccinated increases, use of the library continues to grow. The library is now entering our busiest time of the year: summer; a time for families to get involved in early literacy, to save money by using library resources, and participate in the biggest all-ages library event of the year: Summer Reading. The library serves thousands of children, teens, and adults by encouraging everyone to read.

Currently, the library has just enough staff to cover all service points in the library, a large building with many areas that require staffing. In order to provide the additional summer services that the communities of Grand Island and Hall County rely on, we will need the 0.5 FTE. This additional temporary staffing allows us to cover service points, create and present programs virtually for children, in-person programs for teens and adults such as Makerspace, and our new program with the City Parks department, support summer school learning, and additional community outreach. Library Summer

Temporary workers provide valuable support and expertise because of their passion for literacy and working with all members of the community.

Discussion

The library has enough money in its personnel budget, but does not have the FTE allocation. The additional 0.5 Library Temporary Worker position total would start from the end of May until the first week of August. Library administration carefully monitors allotted hours and does not exceed the budgeted amount. This additional temporary FTE allocation is only for FY2021. Additional temporary FTE's for FY2022 will be discussed in the upcoming budget sessions.

Our primary goal for summer is to keep kids reading and to help curb the “Summer Slide”, when students, mostly disadvantaged who do not read in the summer, experience lower reading scores and reduced academic performance when returning in the fall. Students are now also experiencing “COVID Slide” www.pbs.org/newshour/show/what-impact-is-the-covid-slide-having-on-students. Reading and improved literacy should be the number one goal for our city so we have students and workers that will succeed. You cannot do well in school, work or in life without these skills.

Slides from NSLA, National Summer Learning Association web site, www.summerlearning.org

The infographic is divided into three sections. The top section features a red bar chart with a downward-sloping arrow, illustrating the 'summer slide' where skills are lost. The middle section shows an open book icon and text about the benefits of high-quality summer programs. The bottom section is split into two parts: a lightbulb icon with text about learning loss, and a group of ten human icons with text about teacher re-teaching.

The “summer slide” is what often happens to disadvantaged children during the summer months. They tread water at best or even fall behind, while higher-income children build their skills steadily over the summer months.

High-quality summer programs improve **math and reading skills**, and also build critical social and emotional skills of students. These are skills that will help them not only in school but also in their careers and life.

Research shows that **high-quality summer programs** can make a difference in stemming learning loss and closing the country's educational and opportunity gaps.

9 in 10 teachers spend at least three weeks re-teaching lessons at the start of the school year.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve this amendment to the Grand Island Public Library Department FTE Budget Allocation.

Sample Motion

Move to approve the amendment to the Grand Island Public Library FTE Budget Allocation with the addition of the 0.5 Library Temporary position for FY2021.

RESOLUTION 2021-87

WHEREAS, the City of Grand Island and the Grand Island Public Library is wanting to correctly staff the department for the summer time and provide help to the staff for the 2021 Tails and Tales Summer Reading Programs to promote reading, literacy, and STEAM programming for all ages; and

WHEREAS, the Grand Island Public Library Department will add the 0.5 FTE for Library Temporary Workers until the end of fiscal year 2021; and

WHEREAS, the estimated 2021 cost of this change is within the fiscal year 2021 budget due to vacancies and promotions at the Grand Island Public Library; and

WHEREAS, an amendment to the Grand Island Public Library FTE Budget Allocation is necessary to allow for the addition of the 0.5 Library Temporary Workers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Grand Island Public Library FTE Budget Allocation is hereby approved.

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 9, 2021	☐ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item G-19

#2021-88 - Approving License Agreement with Maintenance, Projects & Construction Corporation for Rental of Stuhr Impound Lot

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Police Department

Meeting: April 13, 2021

Subject: License Agreement for Parking Lot Space Use at Stuhr Impound

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department was contacted by a business called Maintenance, Projects, and Construction Corporation (MPCC). MPCC is currently involved in construction at the JBS plant across the street from the Police Stuhr Impound site. MPCC has requested to lease space from the City of Grand Island at the Police Stuhr Impound to park construction equipment and allow some parking during their construction phase at JBS.

Discussion

The Police Department was contacted by MPCC of Evans, Georgia to lease some parking lot space at the Police Stuhr Impound site at 510 S. Stuhr Road. The portion of parking lot space that they want to lease will not interfere with the day-to-day operations of the Police Impound operation. MPCC is proposing to lease the space at a rate of \$1,000 per month for nine months and would like to pay the \$9,000 up front upon approval of this license agreement. No heavy semi loads or heavy equipment in excess of 25,000 lbs will be parked on the paved Police Impound lot and the licensee (MPCC) shall be responsible for the repair or replacement of any concrete paving or landscaping damaged by the licensee.

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 license agreement with Maintenance, Projects and Construction Corporation (MPCC) for parking lot space lease at the Police Stuhr Impound site.

Sample Motion

Move to approve the license agreement with Maintenance, Projects and Construction Corporation (MPCC) for parking lot space lease at the Police Stuhr Impound site.

LICENSE AGREEMENT

Agreement made, effective as of the date of acceptance and signature of the parties, by and between the *City of Grand Island*, 100 East First Street, Grand Island, Nebraska 68801, here referred to as Licensor, and *Maintenance, Projects & Construction Corporation*, 1157 Oakton Trail, Evans, GA 30809, a Georgia corporation, here referred to as Licensee.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

SECTION ONE. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the area depicted on the Exhibit 1 attached hereto (approximately 9,182 sq.ft.), said area being a part of Lot One (1), Industrial Second Addition to the City of Grand Island, Hall County, Nebraska, and located at 510 South Stuhr Road, Grand Island, Nebraska.

SECTION TWO. LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for the following purposes:

1. Construction Team Member Vehicle Parking.
2. Construction Job Trailer if needed.
3. Construction Team Member Conex Boxes with Tools and Supplies.
4. Minimal Forklift Traffic.
5. Roll Off trash Dumpsters.
6. Mechanical Equipment and Materials Laydown Area.
7. No Electrical Required.
8. No Semi Trucks or trailers allowed on pavement.
9. The North end of the lot would be blocked off to prevent construction traffic from entering into the Impound lots access.
10. Encroachment into the police impound area shall not be permitted.

and for incidental purposes related to such purpose during the period beginning *April 1, 2021* and continuing until the earlier of December 31, 2021 or until this agreement is terminated as provided in this agreement.

SECTION TWO. DAMAGE TO PAVEMENT

No heavy semi loads or heavy equipment in excess of 25,000 lbs. shall be permitted upon the pavement. Licensee shall be responsible for the repair or replacement of any concrete paving or landscaping damaged by Licensee or Licensee's employees, agents, subcontractors, or invitees. There will be a pre- and post- use inspection of this area between Licensor and Licensee.

SECTION THREE. PERIODIC PAYMENTS

Licensee shall pay licensor for this license at the rate of \$ 1,000.00 per month payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the *first* day of *each month* thereafter during the continuation of this agreement.

SECTION FOUR. TERMINATION

Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than *fifteen (15)* days prior to the date specified in such notice for the date of termination.

If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination.

SECTION FIVE. APPORTIONMENT OF PAYMENTS ON TERMINATION

- A. On any termination of this agreement, licensor shall apportion the fee paid in advance and the licensor shall refund to the licensee the unearned portion of such fee; provided, however, that no refund shall be in an amount less than \$500.00.
- B. On any termination of this agreement, licensee, shall quit the above- described property, and shall remove from such property all property installed in, on, or attached to the above-described property by or at the request of licensee.
- C. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

SECTION SIX. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

SECTION SEVEN. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION EIGHT. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in

connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE. NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TEN. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In witness, each party to this agreement has caused it to be executed on the date indicated below.

Date: April ____, 2021.

Date: April 8, 2021.

CITY OF GRAND ISLAND, Licensor

MAINTENANCE, PROJECTS & CONSTRUCTION CORPORATION, Licensee

BY: _____
Roger G. Steele, Mayor

BY:  _____
Tim Foster, chief executive officer

ATTEST: _____
RaNae Edwards, City Clerk

EXHIBIT A

License Area Indicated by Yellow Shading



RESOLUTION 2021-88

WHEREAS, the Grand Island Police Department was contacted by Maintenance, Projects and Construction Corporation (MPCC) of Evans, Georgia to lease parking lot space at the Police Stuhr Impound site at 510 S. Stuhr Road; and

WHEREAS, MPCC would like to lease this space for nine months after approval of this license agreement for the purpose of parking smaller construction equipment and general parking on the lot; and

WHEREAS, MPCC will pay \$1,000 per month for a total of \$9,000 to the City of Grand Island for lease of the space and would pay the \$9,000 up front.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the license agreement with Maintenance, Projects and Construction for the lease of parking lot space at the Police Stuhr Impound site for nine months at \$1,000 per month for a total of \$9,000 payable up front.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 13, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
April 9, 2021 ✕ City Attorney



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item H-1

Consideration of Approving Request from Scott and Mary Sahling for a Conditional Use Permit to Allow for Private Recreational Use on Property located at 531 Midaro Drive

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, April 13, 2021

Council Session

Item J-1

Approving Payment of Claims for the Period of March 24, 2021 through April 13, 2021

The Claims for the period of March 24, 2021 through April 13, 2021 for a total amount of \$3,752,676.32. A MOTION is in order.

Staff Contact: Patrick Brown