City of Grand Island

Tuesday, November 9, 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 - Pastor Kevin Geurink, First Presbyterian Church, 2103 West Anna Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-1

Public Hearing on Comprehensive Plan to Consider Proposed Changes to the Future Land Use Map for Property located West of Prairieview Street and North of Husker Highway

Council action will take place under Resolutions item I-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From:	Regional Planning Commission
Meeting:	November 9, 2021
Subject:	Amend the Future Land Use Map of the Grand Island Comprehensive Plan for 200 Acres located West of Prairieview Street and North of Husker Highway
Presenter(s):	Chad Nabity AICP, Regional Planning Director

Background

Innate Development 2 LLC is proposing to purchase property northwest of the new hospital development of a mixed use subdivision. They are requesting that future land use be modified to allow the development of mixed use commercial along Husker Highway, low to medium density residential in the center of the property and low to medium density residential and mixed use manufacturing in the northwest corner of the property. The current map designates the south 160 acres as low to medium density residential and the north 40 as manufacturing. Their intent is to develop a combination of neighborhood commercial, apartments, townhomes, single family homes and light warehousing or storage on the property.

The memo and recommendation sent to the Planning Commission is attached.

Discussion

At the regular meeting of the Regional Planning Commission, held October 6, 2021 the above item was considered following a public hearing. Hearing for both the future land use map change and a recommendation on the redevelopment plan were held at the same time.

> O’Neill opened the public hearings for items 6 and 7 together:
>
> Nabity explained the proposal is a change to the Comprehensive Plan and Future Land Use Map for the property located north of Husker Highway and west of Prairieview Street. The request is to change the south 80 acres from low to medium residential to mixed use commercial to leave the middle 80 acres as low to medium density residential and to change the south half of the north 40 acres from manufacturing to low to medium residential and the north half of that 40 acres from manufacturing to mixed use manufacturing.

The redevelopment plan as proposed covers the whole 200 acres and is if the changes are made to the future land use map as proposed it is consistent with the amended future land use map. The proposed plan only provides for Tax Increment Financing for the first phase of this development that will begin with apartment buildings, town houses and some mixed use commercial space. It is anticipated that amendments will be required for TIF approvals for future phases of the development.

Ron Depue testified that the redevelopment plan is consistent with the proposed future land use map and encouraged the planning commission to recommend approval of both the comprehensive plan amendment and the redevelopment plan.

O'Neill closed the public hearings:

A motion was made by Rainforth and second by Ruge to recommend approval of the Comprehensive Plan Amendment concerning future land use element.

The motion was carried with seven members voting yes (O'Neill, Ruge, Olson, Monter, Rainforth, Rubio, Robb and Randone) with no members voting no.

A motion was made by Robb and second by Randone to recommend approval of the Redevelopment Plan for CRA Area No. 33 contingent upon the City amending the Comprehensive Plan and approve Resolution 2022-02.

The motion was carried with eight members voting yes (O'Neill, Ruge, Olson, Monter, Rainforth, Rubio, Robb and Randone) with no members voting no.

Alternatives

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

1. Approve the comprehensive plan amendment as presented
2. Modify the comprehensive plan amendment to meet the wishes of the Council
3. Deny the comprehensive plan amendment
4. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

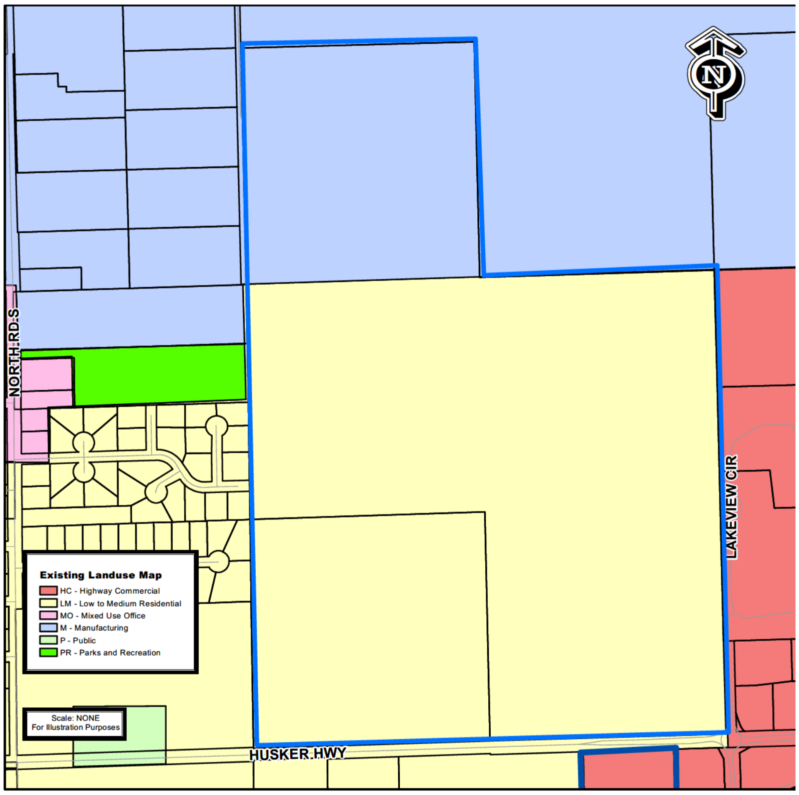
Move to approve the resolution as presented.

Agenda Item #6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:
September 27, 2021

SUBJECT: *Future Land Use Map Change* (C-04-2022GI)

PROPOSAL: This application includes approximately 200 acres of land north of Husker Highway and west of Prairieview Street. Innate Development LLC has an option to purchase and develop this property. A redevelopment plan requesting Tax Increment Financing is also being considered. If the redevelopment plan and this amendment are approved Innate Development LLC will forward a request to rezone the property in a manner consistent with the proposed development. As shown on the map below the southern 160 acres is planned for low to medium density residential and the 40 acres at the northwest corner is shown as manufacturing. The property is located within the Grand Island municipal limits.

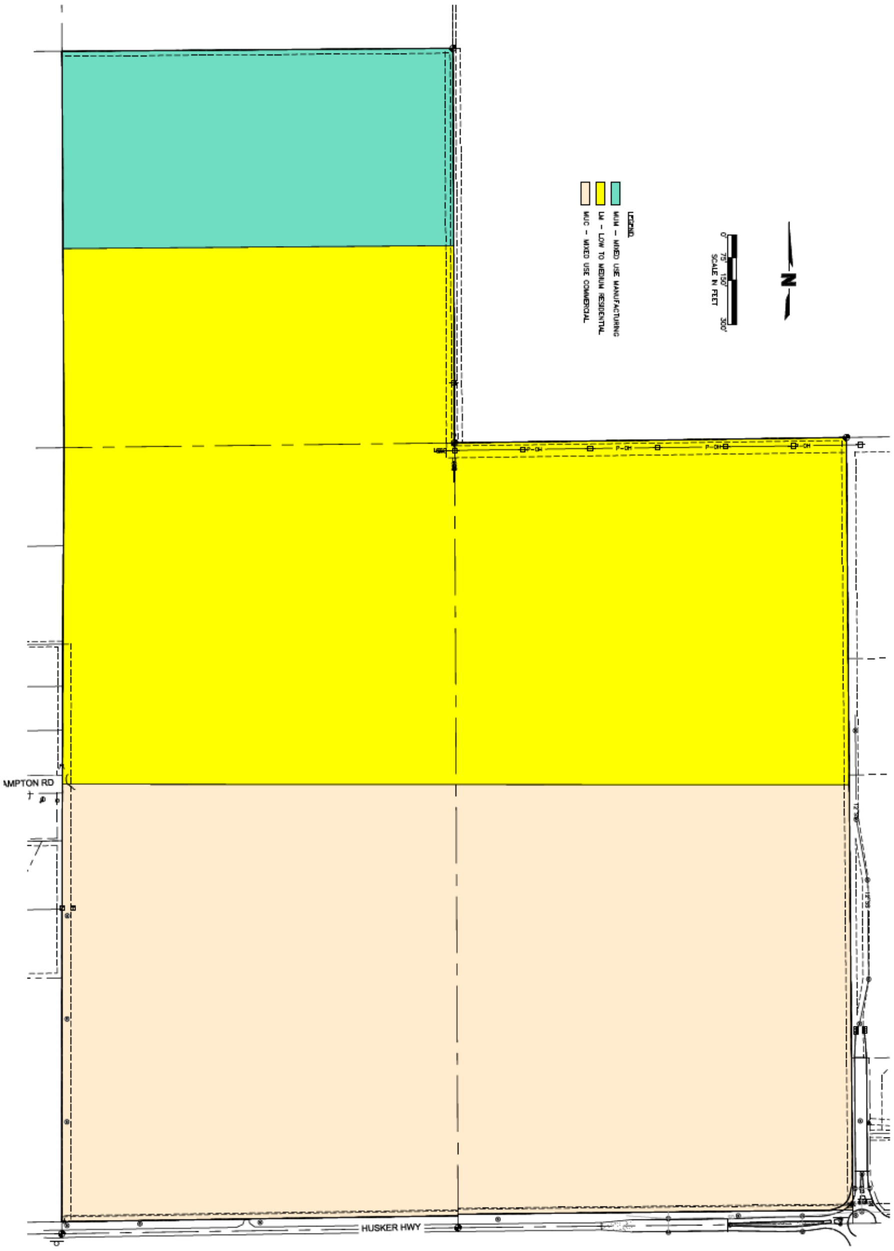

N
NORTH RD S
LAKEVIEW CIR
HUSKER HWY
Existing Landuse Map
🟥 HC - Highway Commercial
🟨 LM - Low to Medium Residential
🟪 MO - Mixed Use Office
🟦 M - Manufacturing
🟩 P - Public
🟩 PR - Parks and Recreation
Scale: NONE
For Illustration Purposes

THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

OVERVIEW

The applicant is requesting two amendments to the Grand Island Comprehensive Plan and Future Land Use map on this property. The first would extend the possibility of commercial and residential development along Husker Highway from Prairieview Street to west edge of the property on the south 80 acres. The second is to change the proposed future use of the northern portion of this property from manufacturing to mixed use manufacturing and low to medium density residential as part of this application. These changes as proposed will allow for some flexibility in the development across the property. Along the southern side the extension of commercial development along Husker Highway and into the planned neighborhood for the creation of a neighborhood commercial node and a transition from the existing commercial development on the east side of Prairieview Street. On the north 40 acres this will allow the developer to plan the transition between the planned residential development on the south and the more industrial nature of the property to the north and east.

A map of the requested changes is shown below.


LEGEND
MUM – MIXED USE MANUFACTURING
LM – LOW TO MEDIUM RESIDENTIAL
MUC – MIXED USE COMMERCIAL
0' 75' 150' 300'
SCALE IN FEET
N
AMPTON RD
HUSKER HWY

EVALUATION:

The Grand Island Comprehensive Plan and this Future Land Use Map were approved in 2004. The development anticipated at the corner of Husker Highway and U.S. Highway 281 was Highway Commercial extending ¼ mile to the west from that intersection. With the development of the hospital and the surrounding area we are seeing support for that development.

This property was not in the Grand Island City Limits at the time of the plan and was largely shown as low to medium density residential with more low to medium density residential to the west. The nature of the area has changed with the development of the hospital and will continue to change over the next several years. Based on the existing development in the area it is appropriate to consider changes to the future land use map that would allow for more of a transition between the 281 corridor on the east and Heartland Lutheran High School, the residential development in the Mary Lane subdivision and Cedar Hills Park.

The proposed changes facilitate that transition and will allow for the creation of a mixed use neighborhood between the Highway 281 and North Road.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the Future Land Use Component of the Grand Island Comprehensive Plan.

____________________ Chad Nabity AICP, Planning Director

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-2

Public Hearing on Redevelopment Plan for CRA No. 33 for Property located North of Husker Highway and West of Prairieview Street (Innate Development 2 LLC)

Council action will take place under Resolutions item I-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP CRA Director

Meeting: November 9, 2021

Subject: General and Site Specific Redevelopment Plan for CRA Area #33

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2021, the Grand Island City Council declared property referred to as CRA Area 33 as blighted and substandard. This redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation and demolition. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Innate Development 2 LLC, the purchaser of 200 acres proposed for development as Legacy 34 Subdivision has submitted an application for tax increment financing to aid in the redevelopment of this property north of Husker Highway and west of Prairie View Street. The intended use of the property is a mixed use commercial and residential development. Staff has prepared a general redevelopment plan for this property consistent with the TIF application and a section specific to the first phase of the development for authorization to use Tax Increment financing for the first phase of the development. Future phases will require additional approvals.

The CRA reviewed the proposed development plan on September 8, 2021 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 6, 2021. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 3, 2021. The Planning Commission approved Resolution 2022-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 368 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #33 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for acquisition and redevelopment of age restricted apartments at this location. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of $14,430,226.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment
Grand Island CRA Area 33
August 2021

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 33 with in the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing of a specific infrastructure related project in Area 33.

Executive Summary:

Project Description

THE REDEVELOPMENT APPROXIMATELY 200 ACRES OF PROPERTY LOCATED WEST OF PRAIRIEVIEW STREET AND NORTH OF HUSKER HIGHWAY IN SOUTHWESTST GRAND ISLAND FOR THE DEVELOPMENT OF A WALKABLE MIXED USE COMMUNITY (DETACHED SINGLE FAMILY RESIDENTIAL, ATTACHED SINGLE FAMILY RESIDENTIAL, MULTIFAMILY RESIDENTIAL, NEIGHBORHOOD SCALE COMMERICAL, AND RECREATIONAL USES) WHILE PROTECTING PRESERVING AND ENHANCING THE NATURAL WETLANDS ON THE PROPERTY. THIS WILL BE A MULTI-PHASE DEVELOPMENT WITH A REDEVELOPEMENT PLAN AMENDMENT FOR EACH PHASE OF THE DEVELOPMENT TO BE APPROVED SEPARATELY.

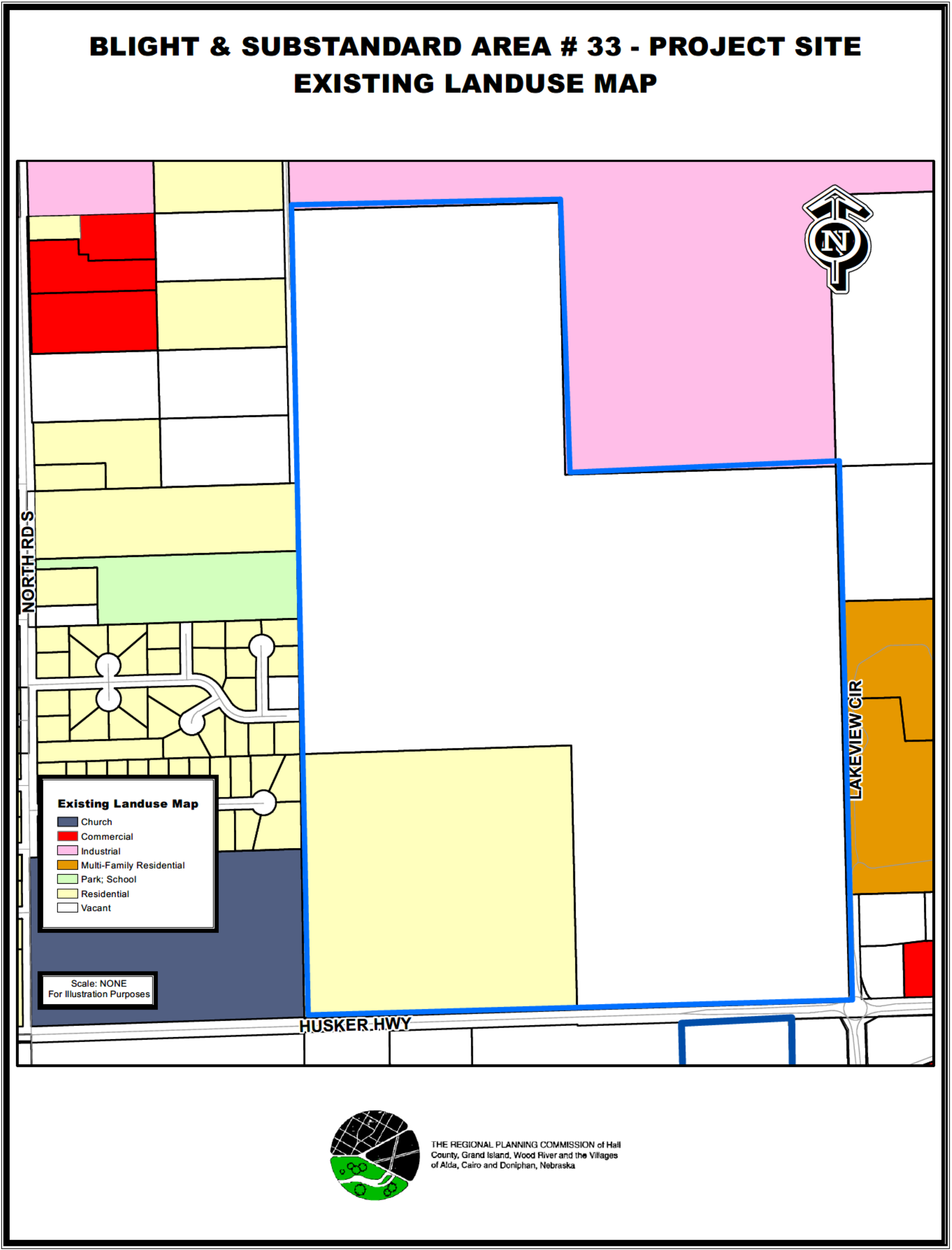
This plan is intended as a general development plan for the entire 200 acre tract included in the legal description below. It is also the site specific redevelopment plan for the first phase (Legacy 34 2022) of this project at the southeast corner of this this property that includes multifamily residential, attached single family residential, neighborhood scale commercial development significant portions of the storm water and drainage infrastructure to support the full development. Amenities for the neighborhood and community including hike bike trail extensions and green space will also be a part of the Legacy 34 2022 phase of this development.

The use of Tax Increment Financing to aid in redevelopment expenses associated with platting and installing the necessary infrastructure (streets, sanitary sewer, water, and storm sewer) for the development of a club house and 140 one and two bedroom apartments in 10 unit buildings, 33 attached single family homes (2 and 3 bedroom townhomes) and 8 two story commercial buildings with 2000 square feet on each floor in the Legacy 34 2022 phase. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project feasible as presented. The proposed development does not maximize the number of units that can be built on the property but maximize the livability of the neighborhood by creating a walkable neighborhood with a mix of housing types and recreation features scattered throughout the development. It is anticipated that the Legacy 34 2022 phase of this development will take up to 5 years to complete and that the next phase will likely begin before the last of this one has being developed. It is unlikely that full development of this site will be done in less than 15 years and could easily extend to 30 or more years based on the history of large developments in Grand Island.

Innate Development 2, LLC has an option to purchase the full 200 acres upon approval of the Legacy 34 2022 phase of this project. This is property has an old farm house and farm buildings, wetlands and crop ground. The property was annexed in 2011 and has not had any development prospects make application for development since its annexation. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over multiple 15 year periods beginning January 1, 2023 towards the allowable costs and associated financing for redevelopment of this property.

TAX INCREMENT FINANCING TO PAY FOR THE REDEVELOPMENT OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

Legal Descriptions: The SE ¼ of the NW ¼ and the E ½ of the SW ¼ and the W ½ of the SE ¼ of 25-11-10 (Parcels 400201089 and 400201097) in the City of Grand Island, Hall County, Nebraska.


BLIGHT & SUBSTANDARD AREA # 33 - PROJECT SITE
EXISTING LANDUSE MAP
N
NORTH-RD-S
LAKEVIEW CIR
HUSKER HWY
Existing Landuse Map
Church
Commercial
Industrial
Multi-Family Residential
Park; School
Residential
Vacant
Scale: NONE
For Illustration Purposes
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

Existing Land Use and Subject Property

The tax increment on Legacy 34 2022 will be captured for the tax years the payments for which become delinquent in years 2023 through 2044 inclusive. The TIF contract will be structured so it can be amended each year for up to five years to add the buildings to be completed during that year. No single building will be eligible for TIF for a period of more than 15 years.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of the property for a mix of residential and commercial uses in the project area to be permitted as the project progresses.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract or redevelopment contract amendment, consistent with this Redevelopment Plan. This plan anticipates that the whole 200 acre project will be developed in several phases with a redevelopment plan amendment specific to each phase of the development. The first phase is included with this general plan and referred to as Legacy 34 2022. The Legacy 34 2022 plan anticipates that buildings constructed each year of the development will constitute new effective date for the purposes of determining the period of fifteen years. Improvements for the overall development may be constructed prior to the development of later phases and eligible expenses from those improvements not covered by early phases may be applied to later phases for reimbursement by TIF funds generated in the later phases. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on August 26, 2021.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. It is anticipated that changes to future land use map in the Grand Island Comprehensive Plan will be necessary to accommodate this development as anticipated. Those changes should be considered with the approval of each site specific development plan or with a complete update to the comprehensive plan. The initial phase of this project including the multifamily and attached single family residential units is consistent with the planned development of housing at up to 14 units per acre. The neighborhood commercial was not anticipated for the particular area but is consistent with the level of service of Husker Highway and the commercial properties developing to the east of this site. The Hall County Regional Planning Commission held a public hearing at their meeting on October 6, 2021 and passed Resolution 2022-02 confirming that this project is consistent with the intent of the Comprehensive Plan for the City of Grand Island, supporting this project and necessary changes to the plan for the development as planned. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment prior to it being submitted to the CRA for initial consideration.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

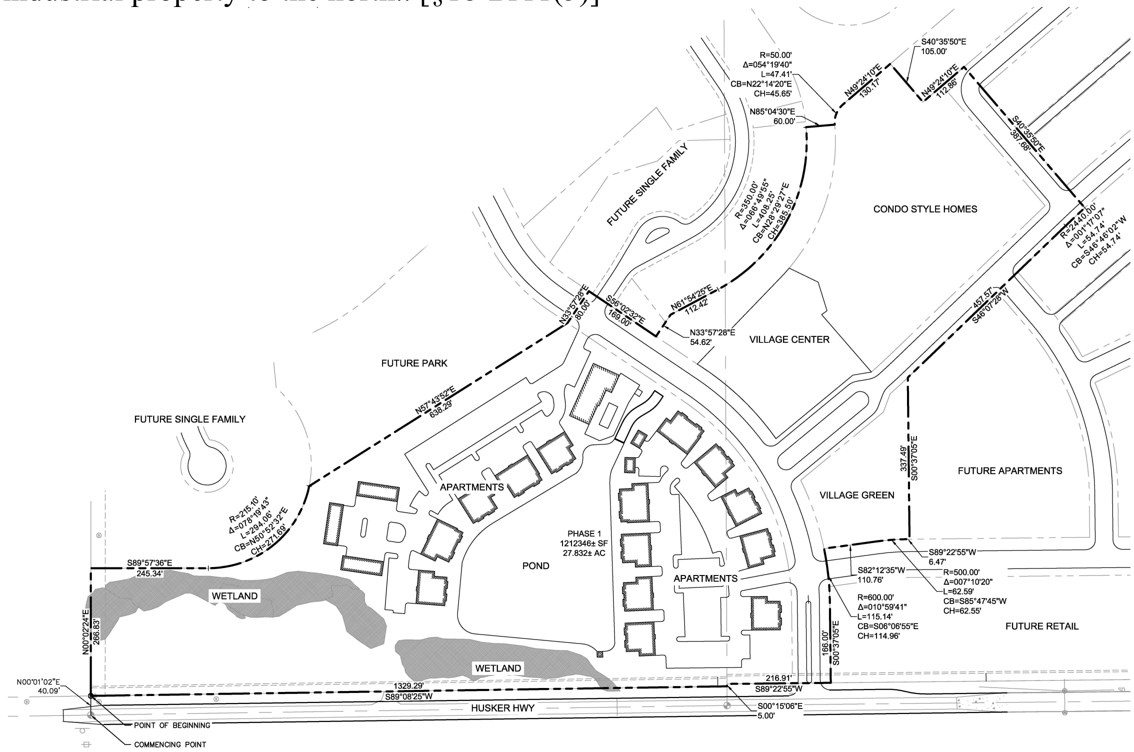
This Redevelopment Plan for Area 33 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential development at the south end and manufacturing in the northwest corner. It is anticipated that changes to the plan will be made to accommodate and support this development as proposed. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area as proposed after redevelopment with 278 single family detached lots, 25 duplex lots, 53 townhouse/condo lots, 300 units of apartments and 6.3 acres of retail and 9 acres of light industrial backing on to the industrial property to the north.. [§18-2111(5)]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CH=45.65'
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N49°24'10"E
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N49°24'10"E
112.86'
N85°04'30"E
60.00'
S40°35'50"E
387.68'
FUTURE SINGLE FAMILY
R=350.00'
Δ=066°49'55"
L=408.25'
CB=N28°29'27"E
CH=385.50'
CONDO STYLE HOMES
R=2440.00'
Δ=001°17'07"
L=54.74'
CB=S46°46'02"W
CH=54.74'
N33°57'28"E
80.00'
S56°02'32"E
169.00'
N61°54'25"E
112.42'
N33°57'28"E
54.62'
VILLAGE CENTER
457.57'
S46°07'28"W
FUTURE PARK
N57°43'52"E
638.29'
FUTURE SINGLE FAMILY
APARTMENTS
337.49'
S00°37'05"E
FUTURE APARTMENTS
VILLAGE GREEN
R=215.10'
Δ=078°19'43"
L=294.06'
CB=N50°52'32"E
CH=271.69'
PHASE 1
1212346± SF
27.832± AC
POND
S89°57'36"E
245.34'
WETLAND
APARTMENTS
S89°22'55"W
6.47'
S82°12'35"W
110.76'
R=500.00'
Δ=007°10'20"
L=62.59'
CB=S85°47'45"W
CH=62.55'
R=600.00'
Δ=010°59'41"
L=115.14'
CB=S06°06'55"E
CH=114.96'
FUTURE RETAIL
N00°02'24"E
266.83'
166.00'
S00°37'05"E
N00°01'02"E
40.09'
WETLAND
1329.29'
S89°08'25"W
216.91'
S89°22'55"W
HUSKER HWY
S00°15'06"E
5.00'
POINT OF BEGINNING
COMMENCING POINT

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned R-2 Low Density Residential zone and M-1 Light Manufacturing Zone. The property has historically been farmed a permitted use in both of those districts. The plan for a mixed use neighborhood at this location will require a mix of zoning changes. New streets and storm drainage are planned throughout the site as part of the development in a manner consistent with the existing development. It is anticipated that TIF revenues will offset the costs of those improvements and that some of these improvements may be built. No changes are anticipated in building codes or ordinances. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The proposed development will meet the coverage and intensity of use requirements for each phase of the development as it is approved. The overall planned density of the project is less than would be permitted with no changes. [§18-2103(b) and §18-2111]

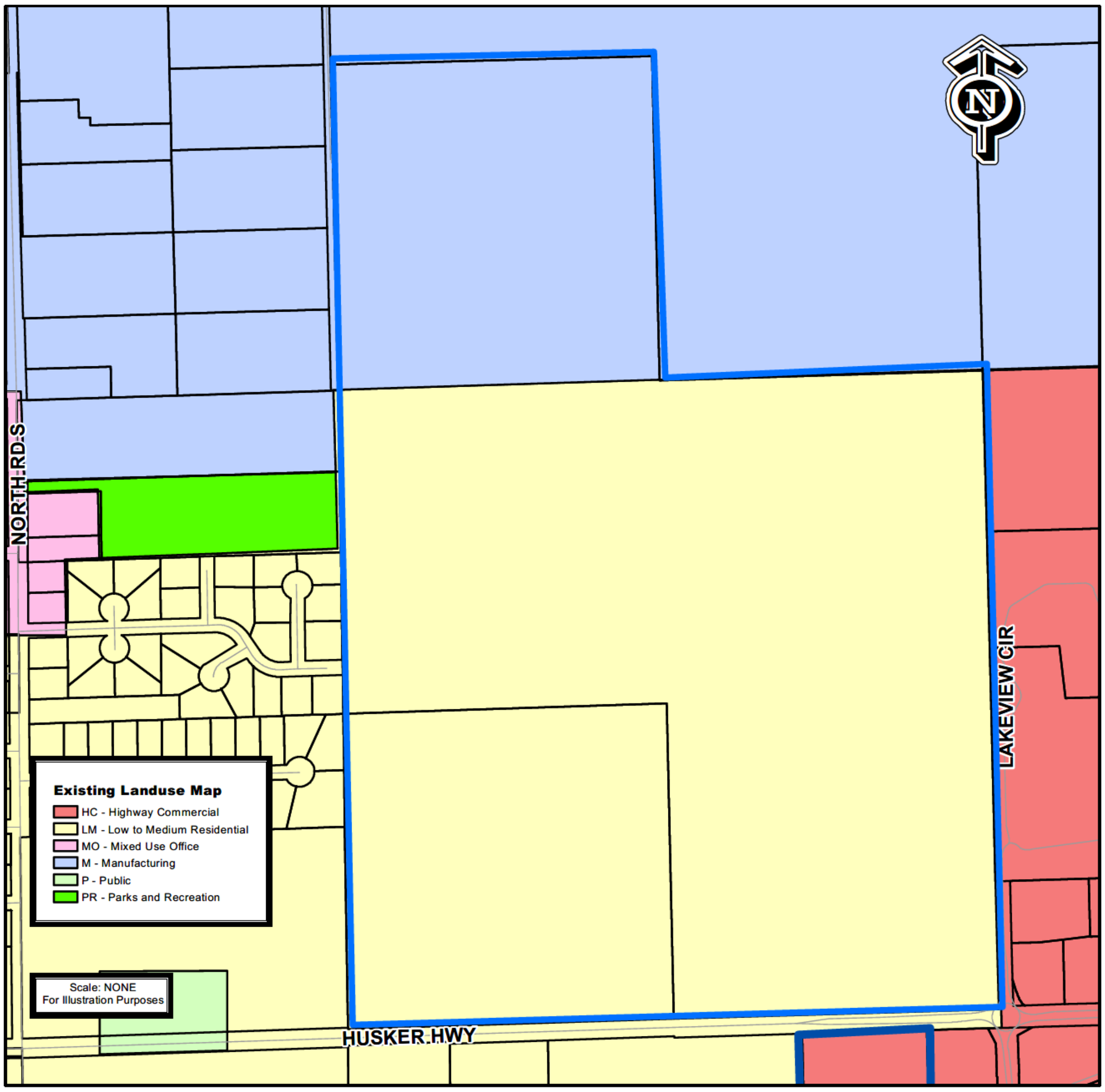
f. Additional Public Facilities or Utilities

Sanitary sewer and water are available to support this development. Both sanitary sewer and water will need to be extended throughout the site. TIF revenues will be used to offset the cost of these public utility improvements.

Electric utilities are sufficient for the proposed use of this property. Electric lines will need to be extended throughout the property.

No other publicly owned utilities would be impacted by the development. §18-2103(b) and §18-2111]

BLIGHT & SUBSTANDARD AREA # 33 - PROJECT SITE
FUTURE LANDUSE MAP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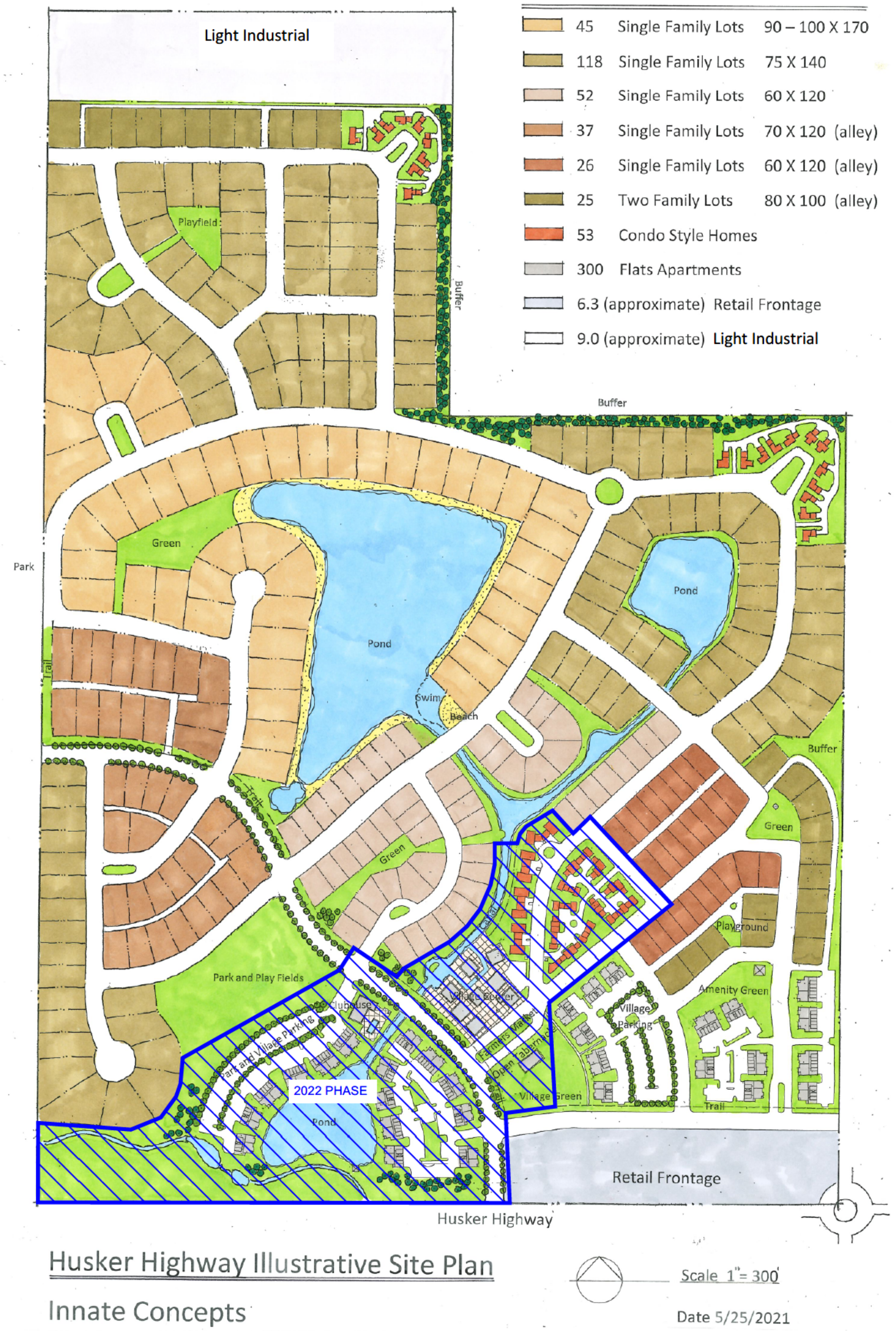
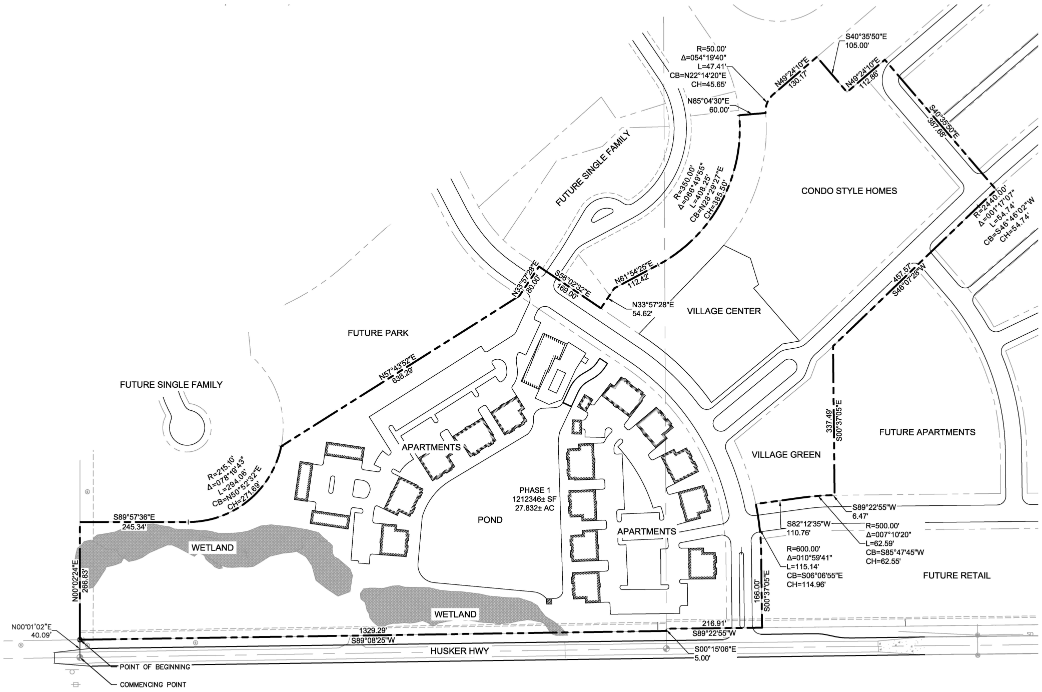
Scale: NONE
For Illustration Purposes

THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

City of Grand Island Future Land Use Map


45 Single Family Lots 90 – 100 X 170
118 Single Family Lots 75 X 140
52 Single Family Lots 60 X 120
37 Single Family Lots 70 X 120 (alley)
26 Single Family Lots 60 X 120 (alley)
25 Two Family Lots 80 X 100 (alley)
53 Condo Style Homes
300 Flats Apartments
6.3 (approximate) Retail Frontage
9.0 (approximate) Light Industrial
Light Industrial
Playfield
Buffer
Buffer
Park
Green
Pond
Pond
Swim
Beach
Trail
Trail
Buffer
Green
Green
Playground
Amenity Green
Village Parking
Park and Play Fields
Clubhouse
Village Center
Farmers Market
Open Tavern
Village Green
Park and Village Parking
2022 PHASE
Pond
Trail
Retail Frontage
Husker Highway
Husker Highway Illustrative Site Plan
Innate Concepts
Scale 1"= 300'
Date 5/25/2021

Proposed Development Plan for the 200 acre site with genaral use types and amenenities with the 27.83 acres Legacy 34 2022 project highlighted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N33°57'28"E
80.00'
S56°02'32"E
169.00'
N61°54'25"E
112.42'
N33°57'28"E
54.62'
VILLAGE CENTER
457.57'
S46°07'28"W
FUTURE PARK
N57°43'52"E
638.29'
FUTURE SINGLE FAMILY
337.49'
S00°37'05"E
FUTURE APARTMENTS
APARTMENTS
VILLAGE GREEN
R=215.10'
Δ=078°19'43"
L=294.06'
CB=N50°52'32"E
CH=271.69'
PHASE 1
1212346± SF
27.832± AC
POND
S89°57'36"E
245.34'
S89°22'55"W
6.47'
S82°12'35"W
110.76'
R=500.00'
Δ=007°10'20"
L=62.59'
CB=S85°47'45"W
CH=62.55'
APARTMENTS
R=600.00'
Δ=010°59'41"
L=115.14'
CB=S06°06'55"E
CH=114.96'
WETLAND
N00°02'24"E
266.83'
166.00'
S00°37'05"E
FUTURE RETAIL
WETLAND
N00°01'02"E
40.09'
1329.29'
S89°08'25"W
216.91'
S89°22'55"W
HUSKER HWY
S00°15'06"E
5.00'
POINT OF BEGINNING
COMMENCING POINT

Proposed layout for Legacy 34 2022 Phase of the Proposed Development

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer is proposing to purchase the property for $3,000,000, this is an eligible expense for the overall project but $480,000 of this is being attributed to the Legacy 34 2022 phase and the remainder will be attributed to future phases. For the Legacy 34 2022 phase the estimated costs of grading, streets, trails, sanitary sewer, water and storm sewer is $8,370,000. Total costs for parks, and right of way landscaping $2,530,226. It is anticipated that planning activities including design, engineering and architecture for the site will exceed $2,700,000 and need to be included in Legacy 34 2022 project costs. Other eligible activities including government fees and expenses (building permits included) and legal and contract expenses are expected to be $300,000. The total of the eligible expenses for this project is estimated by the developer at $16,950,226.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the Legacy 34 2022 project by granting the sum of $14,430,226 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2023 through December 2044.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of increasing the number of residential units, commercial development and recreational opportunities within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

Development of this project is anticipated to begin in the 2022 year. The Legacy 34 2022 phase will likely be built over a five year period between 2022 and 2026 based on market demand. Excess valuation should be available for the Legacy 34 2022 project for 15 years beginning with the 2023 tax year. Additional phases of development are anticipated for the remainder of the project beginning near the completion of the Legacy

34 2022 phase. It is anticipated that the developers will be including TIF in the capital stack of future phases but each future phase will be evaluated with a site specific redevelopment plan prior to contract approval.

9. Justification of Project

The 2020 housing study for the City of Grand Island projected that by 2024 we would need an additional 1361 new housing units. Between January 1 of 2020 and July of 2021 permits for 305 new housing units had been issued leaving a need for more than 1000 additional units in the next 3 years to meet the anticipated need. The current housing market, a combination of the cost of producing housing and the prevailing wages, has not created a situation that gives the markets sufficient incentive to build the number housing units required to meet community needs. This lack of housing options impacts a variety of other areas within the community including work force development, overcrowding, maintenance of residential units and rents.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2019), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately $14,430,226 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage $46,780,250 in private sector financing; a private investment of $3.24 for every TIF and grant dollar investment.

Use of Funds.	Source of Funds		
Description	**TIF Funds**	**Private Funds**	**Total**
Site Acquisition	$480,000	$2,520,000	$3,000,000
Building Costs		$44,210,250	$44,210,250
Sewer	$645,000		$645,000
Water	$305,000		$305,000
Electric	$320,000		$320,000
Gas	$100,000		$100,000
Public Streets/ Sidewalks/Parking	$4,900,000		$4,900,000
Trails	$300,000		$300,000
Site preparation/Dirt Work	$1,800,000		$1,800,000
Architecture/Engineering	$2,700,000		$2,700,000
Financing Fees / Audit	$50,000	$50,000	$100,000
Legal/TIF Contract	$100,000		$100,000
other (ROW Landscaping/Parks)	$2,530,226		$2,530,226
Govt. Fees and Expenses	$200,000		$200,000
Total	**$14,430,226**	**$46,780,250**	**$61,210,476**

Tax Revenue. The 27.83 acres of this site to be redeveloped as Legacy 34 2022 is anticipated to have a January 1, 2022, valuation of approximately $80,828 based on the per acre valuation of the current parcel. Based on the 2020 levy this would result in a real property tax of approximately $1,759. It is anticipated that the assessed value will increase by $44,210,250 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over $960,000 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2022 assessed value (27.83 acres):	$ 80,828
Estimated value after completion	$ 44,291,000
Increment value	$ 44,210,000
Annual TIF generated (estimated)	$ 962,000
TIF bond issue	$ 14,430,226

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of $80,828. The proposed redevelopment will create additional valuation of $44,210,000 over the course of the next five years. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing 173 additional housing units, neighborhood commercial space and recreational trail connections and opportunities. The tax shift from this project will be equal to the total of the bond principal of $14,430,226 if fully funded and any associated interest on the bond to be assigned with contract approval.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This is infill development with services connecting to existing line with capacity. This development is likely to result in a larger number of students in the Gates Elementary School service area. Fire and police protection are available and should not be negatively impacted by this development though there will be some increased need for officers and fire fighters as the City continues to grow whether from this project or others.

Housing of the type proposed in Legacy 34 2022 (1 and 2 bedroom apartments and 2 bedroom townhomes) is less likely to attract families to the neighborhood than the single family detached housing proposed for later phases of this project. Overall there will be a net increase in the number of students attending the Grand Island Public School system as a result of this development.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

This will provide additional housing options for the residents of Grand Island. The National Homebuilders Association estimates that each new single family home is the equivalent of 2.5 full time equivalent jobs and each unit of multifamily housing results in an FTE of 1.16 job. An average of 28 apartments and 7 townhomes would produce about 48 FTE’s per year for the next 5 years.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers different from any other expanding business within the Grand Island area. Grand Island does have tight labor market and part of that is due to the availability and cost of housing. This development may help alleviate some of those pressures.

(e) Impacts on student populations of school districts within the City or Village:

This development will have an impact on the Grand Island School system and will likely result in additional students at both the elementary and secondary school levels.

The average number of persons per household in Grand Island for 2015 to 2019 according the American Community Survey is 2.61. 173 additional households would house 452 people. According to the 2010 census 19.2% of the population of Grand Island was over 4 years old and under 18 years old. 2020 census number for this population cohort are not yet available but 27.6% of the 2021 population is less than 18 years of age this is the same percentage as the under 18 age cohort in 2010. If the averages hold it would be expected that there would be an additional 87 school age children generated by this development. Given the nature of the units (140- 1 and 2 bedroom apartments and 33 townhomes) proposed for Legacy 34 2022 these numbers are likely to be significantly less than for detached single family development. If this develops at a rate of 35 unit per year for 5 years approximately 16 children could be added to the school age population every year with this development. These 16 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics[1] the 2019-20 enrollment for GIPS was 10,070 students and the cost per student in 2017-18 was $12,351 of that $4,653 is generated locally. The Grand Island Public School System was notified on August 24, 2021 that the CRA would be considering this application at their September 8, 2021 meeting.

(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent the goals of the 2020 Housing Study for the City of Grand Island to create more than 1300 new dwelling units by 2024. Based on the permits between January of 2020 and July of 2021 more than 1000 units still need to be built before the end of 2024 to meet the projected need. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

Time Frame for Development

Development of the Legacy 34 2022 project is anticipated to be completed during between the Spring of 2022 and the end of 2026. The base tax year should be calculated on the value of the property as of January 1, 2022 for the first phase with each phase based on the preceding year's valuation of the property included in the amendment for that year. Excess valuation should be available for this project beginning in 2023 with taxes due in 2024. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each property or an amount not to exceed $14,430,226 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses, the developer will spend at least $14,430,226 on TIF eligible activities.

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[1] https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016

It is anticipated that full development of the 200 acre site will take a minimum of 15 years thought it could take as long as 30 or more based on average development in Grand Island. Each additional project will be brought forward as an amendment to this plan.

COMMUNITY REDEVELOPMENT AUTHORITY

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Innate Development 2, LLC

Address: 1201 Allen Drive #240, Grand Island NE 68803

Telephone No.: 308 390 7203 Fax No.:________

Email: phsotto@gmail.com

Contact: Mark Otto

Application Submission Date: 8/5/2021

Brief Description of Applicant's Business:

Community Developer

Legal Description/Address of Proposed Project

See Attachement A

Community Redevelopment Area Number ________

Present Ownership Proposed Project Site:
Jerome K Schoel

Is purchase of the site contingent on Tax Increment Financing Approval? Yes ☑ No ☐

Proposed Project: Building square footage, size of property, description of buildings – materials, etc. Please attach site plan, if available.

See Attachment B

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:	
A. Land	$ 3,000,000
B. Building	$
Construction Costs:	
A. Renovation or Building Costs:	$ 44,210,250
B. On-Site Improvements:	
Sewer	$ 645,000
Water	$ 305,000
Electric	$ 320,000
Gas	$ 100,000
Public Streets/Sidewalks	$ 4,900,000

Private Streets	$
Trails	$ 300,000
Grading/Dirtwork/Fill	$ 1,800,000
Demolition	$
Other /ROW Landscaping/Parks	$ 2,530,226
Total	$ 58,160,476

Soft Costs:

A.	Architectural & Engineering Fees:	$ 2,700,000
B.	Financing Fees:	$ 50,000
C.	Legal	$ 100,000
D.	Developer Fees:	$
E.	Audit Fees	$ 50,000
F.	Contingency Reserves:	$
G.	Other (Please Specify) Govt Fees/Expenses	$ 200,000
	TOTAL	$ 3,100,000

Total Estimated Market Value at Completion: $ 44,210,250

Source for Estimated Market Value Island Edge Inc

Source of Financing:

A.	Developer Equity:	$ 11,695,062
B.	Commercial Bank Loan:	$ 35,085,188
C.	Tax Credits:	
	1. N.I.F.A.	$
	2. Historic Tax Credits	$
	3. New Market Tax Credits	$
	4. Opportunity Zone	$
D.	Industrial Revenue Bonds:	$
E.	Tax Increment Assistance:	$ 14,430,226
F.	Enhanced Employment Area	$

G. Nebraska Housing Trust Fund $ ______________

H. Other $ ______________

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Weaver Sherman Design, 6201 Carrollton Ave, Indianpolis IN 46220 (317.202.0661)

Olsson, 201 E 2nd, Grand Island NE 68801,

Full Circle Services, 1201 Allen Drive #240, Grand Island NE 68803 (308.390.7203)

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)

See attachment B

Project Construction Schedule:

Construction Start Date: 11/10/21

Construction Completion Date: 11/1/26

If Phased Project:

2022	Year	20	% Complete
2023	Year	40	% Complete
2024	Year	60	% Complete
2025	Year	80	% Complete
2026	Year	100	% Complete
	Year		% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma
(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

TIF will represent some of the purchase portion, on site infrastructure, soft costs, highway entrance and extension, above and beyond standards specifically in landscaping, parks and trails, and public spaces including parking.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

The interest in this project is to directly elevate Grand Island and it's marketing on a larger stage, create a small community within and extend the area as living for those who may have chosen to house elsewhere. It will be creating a standard of a community that is not even approachable with out the Tax Deferment that TIF offers.

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

Grand Island, Chad Nabity 308.385.5240
Norfolk, Randy Gates. 402.844.2000
Lexington, Joe Pepplitsch, 308.324.2340
Kearney, Wendell Wessels, 308.233.3213

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com

But For TIF

The capital stack for a project at this magnitude is not financially feasible without the availbility of Tax Increment Financing. The value generated from the housing units will be used to create roads, infrastructure, and a neighborhood that is well above the required city standard.

Source of Financing	With TIF	Without TIF
Developer Equity	17,034,246	17,034,246
Commercial Bank Loan	35,085,188	35,085,188
TIF Loan*	9,091,042	
Funding Gap		9,091,042
Total	**61,210,476**	**61,210,476**

Percentage of Capital	With TIF	Without TIF
Developer Equity	28%	28%
Commercial Bank Loan	57%	57%
Tax Increment Finance	15%	
Funding Gap		15%
Total	**100%**	**100%**

*Net Present Value Calculation	
Tax Increment Finance	14,430,226
Discount Due to Time Value of Money	5,339,184
Principal Loan Amount	9,091,042

Attachment B

Proposed Project Buildings

		Value	Total Value	S/F	$/F	/Unit
Clubhouse	1	600,000	600,000	4,000	150	600,000
10 Unit	14	1,682,875	23,560,250	11,800	142.6165	120,205
3 bed Townhome	3	550,000	1,650,000	4,500	122.2222	183,333
Townhome	30	400,000	12,000,000	2,000	200	13,333
Commercial 2 Floors	8	800,000	6,400,000	4,000	200	100,000
			44,210,250	Est Val		
			0.02176	Est Levy		
			962,015	Est Tax		
			15	Years		
			14,430,226	TIF Available		
base	80,828	1,759				

COMMUNITY REDEVELOPMENT AUTHORITY

August 24, 2021

Dr. Ken Schroeder
Chief Financial Officer
Grand Island Public Schools
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Dear Dr. Schroeder,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for residential units in southwest Grand Island near the Grand Island Regional Medical Center.

The application seeks $14,430,226 in TIF assistance for the development of the 173 units of rental housing (140 one and two bedroom apartments in 10 buildings and 33 townhomes) and 8 two story commercial building with 2000 sq. ft. per floor. The TIF will be used to support development of road, drainage and utility infrastructure for this and future phases of this project. It is estimated that this phase of the project will be completed between 2022 and 2026 as units are absorbed by the market. The property is located north of Husker Highway and west of the Prairieview Street.

At present, the proposed timeline for approval would be as follows:

- CRA receives initial application, 4 p.m., September 8.
- Regional Planning Commission holds public hearing 6 p.m., October 6.
- CRA reviews Planning Commission recommendation, 4 p.m. October 13.
- Grand Island City Council holds public hearing and takes action, 7 p.m., October26.
- CRA considers redevelopment contract, 4 p.m. on or after November 10.

Additional notification will be provided to the school board via certified mail prior to the public hearings before both planning commission and council. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP
Director

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 364

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING COMMISSION FOR ITS RECOMMENDATION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 8th day of September, 2021

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By____________________
Chairperson

ATTEST:

____
Secretary

Innate 2 LLC, Husker Highway Area 33

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 365

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area, from Innate Development 2, LLC, (The "Developer") for redevelopment of property proposed for platting as Husker Highway Subdivision located west of Prairieview Street and north of Husker Highway, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 5;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 8th day of September, 2021.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA.

By ______________________
Chairperson

ATTEST:

____
Secretary

Exhibit 1

Legal Description:
Part of the W ½ of the SE ¼ and the E ½ of the SW ¼ of 25-11-10 (Parcels 400201089 and 400201097) proposed for platting as Husker Highway Subdivision, in the City of Grand Island, Hall County, Nebraska.

Innate Development 2, LLC Husker Highway Area 33

Resolution Number 2022-02

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the **"Authority"**), referred **the Redevelopment Plan for Legacy 34 project located north of Husker Highway and west of Prairieview Street - Innate Development LLC** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**); and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: October 6, 2021.

HALL COUNTY REGIONAL PLANNING COMMISSION

By: ______________________
Chair

ATTEST:

By: Leslie E Ruge
Secretary

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 368

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND ISLAND, NEBRASKA; APPROVING A COST BENEFIT ANALYSIS FOR SUCH PROJECT; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Mayor and Council of the City of Grand Island, Nebraska (the **"City"**), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the **"Planning Commission"**), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan (the **"Redevelopment Plan"**), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the "**Authority**") pursuant to an application by *Innate Development 2 LLC representing various interests.* (the **"Redeveloper"**), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A,** referred to herein as the Project Area (the **"Project Area"**); and

WHEREAS, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the **"Project"**), in accordance with and as permitted by the Act; and

WHEREAS, the Authority has conducted a cost benefit analysis of the Project (the "**Cost Benefit Analysis**") pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Authority has conducted a Cost Benefit Analysis for the Project, included in the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of $14,430,226 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

Section 4. The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

Section 5. All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 8th day of September 2021.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND NEBRASKA

By: ______________________
Chair

ATTEST:

By: ______________________
Secretary

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Legacy 34 2022 (formerly Husker Highway 2022) Innate Development 2 LLC Area 33

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-3

Public Hearing on Redevelopment Plan for CRA No. 32 for Property located South of Old Potash Highway and West of North Road (3MJR LLC)

Council action will take place under Resolutions item I-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP CRA Director

Meeting: November 9, 2021

Subject: Site Specific Redevelopment Plan for CRA Area #32

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2021, the Grand Island City Council declared property referred to as CRA Area 32 as blighted and substandard. This redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation and demolition. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

3MJR LLC, the purchaser of 26 acres proposed as Jaxson Subdivision has submitted an application for tax increment financing to aid in the redevelopment of this property south of Old Potash Highway and west of North Road. The intended use of the property is 192 units of age restricted apartments in 3 and 5 unit buildings. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on September 8, 2021 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 6, 2021. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 3, 2021. The Planning Commission approved Resolution 2022-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 367 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #32 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for acquisition and redevelopment of age restricted apartments at this location. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of $7,460,038.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment
Grand Island CRA Area 32
September 2021

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 32 with in the city, pursuant to the Nebraska Community Development Law (the "Act") and provide for the financing of a specific infrastructure related project in Area 32.

Executive Summary:

Project Description

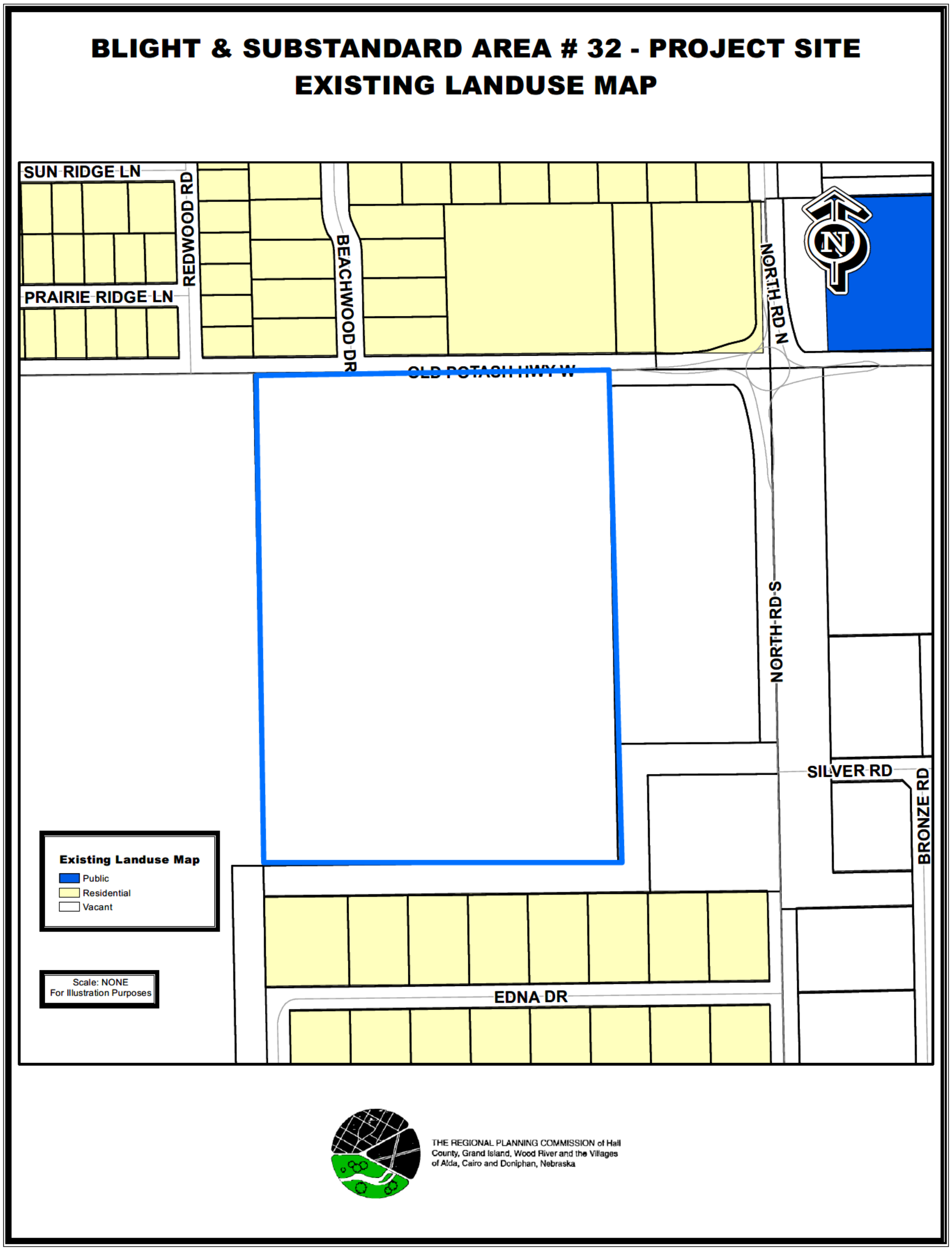
THE REDEVELOPMENT APPROXIMATELY 26 ACRES OF PROPERTY LOCATED BETWEEN WEST OF NORTH ROAD AND SOUTH OF OLD POTASH HIGHWAY NORTHWEST GRAND ISLAND FOR THE DEVELOPMENT OF 192 UNITS OF 55 PLUS AGE RESTRICTED HOUSING IN THREE AND FIVE UNIT BUILDINGS.

The use of Tax Increment Financing to aid in redevelopment expenses associated with platting and installing the necessary infrastructure (streets, sanitary sewer, water, and storm sewer) for the development of 192 units of age restricted housing in 48 three and five unit buildings on property being platted as Jaxson Subdivision in northwest Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The 2020 Housing Study for the City of Grand Island identified a need of 222 owner occupied and 237 rental units for the 55+ population by 2024. This project with rents commensurate with market conditions would not be possible without the use of Tax Increment Financing.

3MJR LLC – has an option to purchase this property that will expire in November of 2021 if the project is not approved. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the construction of units. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over multiple 15 year periods beginning January 1, 2022 towards the allowable costs and associated financing for the development of this property.

TAX INCREMENT FINANCING TO PAY FOR THE DEVELOPMENT OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the "Redevelopment Project Area")

Legal Descriptions: Property being platted as Jaxson Subdivision in the City of Grand Island, Hall County, Nebraska. Parcel Number 400200929


BLIGHT & SUBSTANDARD AREA # 32 - PROJECT SITE
EXISTING LANDUSE MAP
SUN RIDGE LN
REDWOOD RD
PRAIRIE RIDGE LN
BEACHWOOD DR
OLD POTASH HWY W
NORTH RD N
NORTH RD S
SILVER RD
BRONZE RD
EDNA DR
N
Existing Landuse Map
Public
Residential
Vacant
Scale: NONE
For Illustration Purposes
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2022 through 2049 inclusive. The TIF contract will be structured so it can be amended each year for up to twelve years to add the housing units to be completed during that year. No single property will be eligible for TIF for a period of more than 15 years.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of the property for residential uses and the construction of three and five unit buildings for persons 55 and older.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract or any amendment to the redevelopment contract, consistent with this Redevelopment Plan. The plan anticipates that each phase of the development will constitute new effective date for the purposes of determining the period of fifteen years. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on June 22, 2021.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on October 6, 2021 and passed Resolution 2021-01 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment prior to it being submitted to the CRA for initial consideration.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

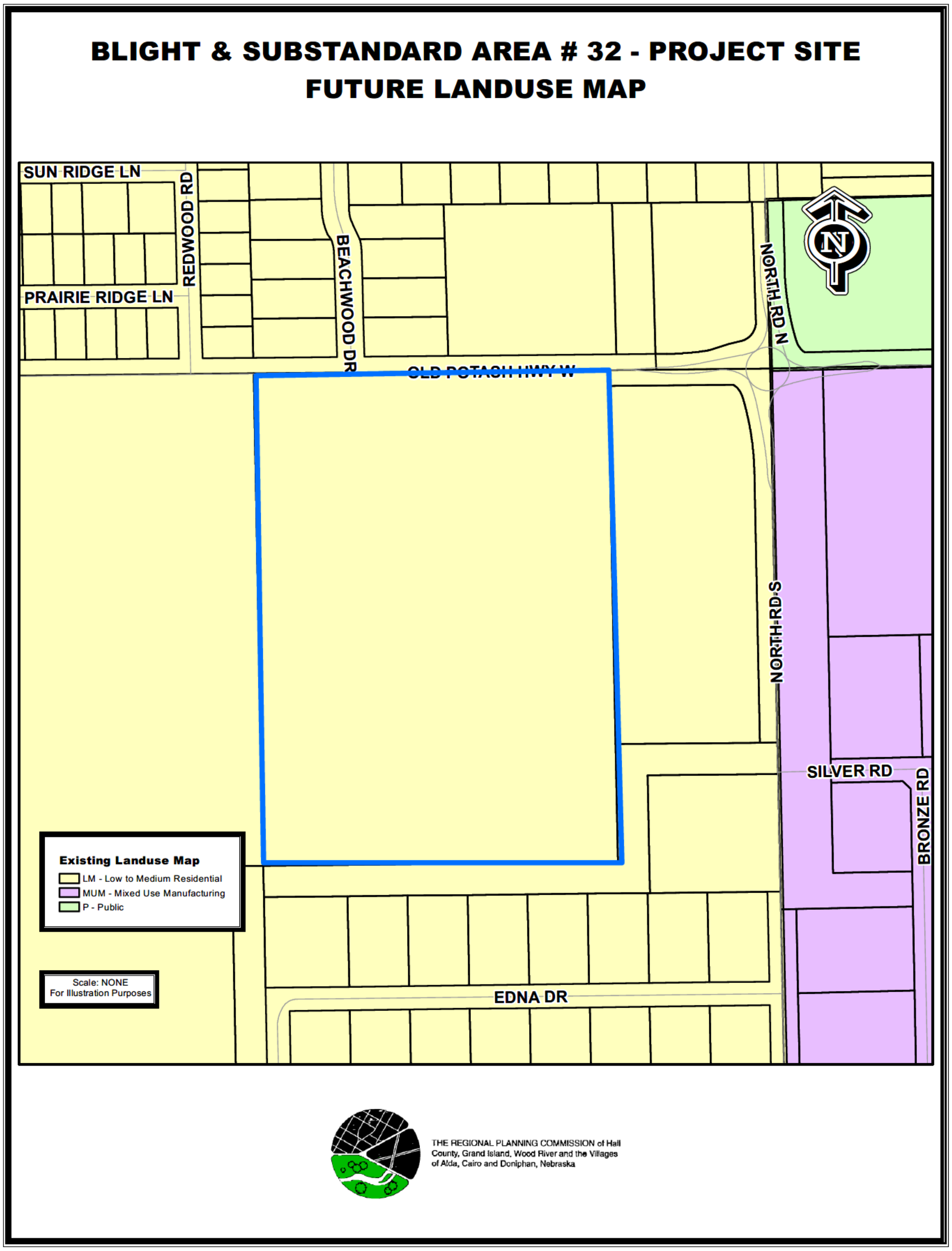
This Redevelopment Plan for Area 32 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential development. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]


BLIGHT & SUBSTANDARD AREA # 32 - PROJECT SITE
FUTURE LANDUSE MAP
SUN RIDGE LN
REDWOOD RD
PRAIRIE RIDGE LN
BEACHWOOD DR
OLD POTASH HWY W
NORTH RD N
N
NORTH RD S
SILVER RD
BRONZE RD
EDNA DR
Existing Landuse Map
LM - Low to Medium Residential
MUM - Mixed Use Manufacturing
P - Public
Scale: NONE
For Illustration Purposes
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

City of Grand Island Future Land Use Map

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned LLR Large Lot Residential but the future land use map calls for low to medium density residential. The applicant has submitted a plan for a residential development zone that would not exceed the density allowed in the medium density zoning district (14 units per acre on 26 acres would be 364 units). The plan for the residential development zone will be presented to planning commission and council along with the request for TIF. New private streets are anticipated and needed to support this project and it is anticipated that TIF revenues will offset the costs of those improvements. No changes are anticipated in building codes or other ordinances. No other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The proposed zoning as an RD zone allows for up to 42 units per acre if approved. The proposed development will be 7.38 units per acre. The proposed development if approved as submitted will meet those coverage and intensity of use requirements of the RD zone. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sanitary sewer and water are available to support this development. Both sanitary sewer and water will need to be extended throughout the site. TIF revenues will be used to offset the cost of these public utility improvements.

Electric utilities are sufficient for the proposed use of this property. Electric lines, transformers, and conduit will need to be extended throughout the property.

No other publicly owned utilities would be impacted by the development. §18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The purchase price of the property is $780,870 as an eligible expense. The estimated costs of utilities including sewer, water and electric is $3,054,580. The cost of grading, and streets/trail/sidewalks and drainage is $4,289,446. Planning activities including engineering, architecture, legal fees and government fees are estimated at $157,148. The total of the eligible expenses for this project is estimated by the developer at over $8,280,000.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of $7,460,038 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2022 through December 2047.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of increasing the number of residential units within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

Development of this project is anticipated to begin in the 2022 year. The subdivision will likely be built in six phases with approximately 8 buildings per phase and two phases at a time. The developer is anticipating construction of 32 units per year though this may be adjusted for market demand. It is anticipated that the units in this development will be built in 2034 with the tax increment on those homes extending to 2049. Excess valuation should be available for the first homes built with this project for 15 years beginning with the 2023 tax year.

9. Justification of Project

The 2020 housing study for the City of Grand Island projected that by 2024 we would need an additional 1361 new housing units, 222 of those should be 55+ owner occupied and 237 should be 55+ rental units. Between January 1 of 2020 and July of 2021 permits for 305 new housing units had bee issued. The current housing market, a combination of the cost of producing housing and the prevailing wages, has not created a situation that gives the markets sufficient incentive to build the number housing units required to meet community needs. This lack of housing options impacts a variety of other areas within the community including work force development, overcrowding, maintenance of residential units and rents. This project will create new housing options for the 55+ citizens of Grand Island and will likely result in the sale of existing homes around the city.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2019), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately $7,460,038 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage $27,654,611 in private sector financing; a private investment of $3.71 for every TIF dollar invested.

Use of Funds.	**Source of Funds**		
Description	**TIF Funds**	**Private Funds**	**Total**
Site Acquisition	$ 780,870		$780,870
Building Costs		$23,122,640	$23,122,640
Sewer	$1,658,457		$1,654,457
Water	$806,794		$806,794
Electric	$589,329		$589,329
Public Streets/Sidewalks	$1,319,540	$822,006	$2,141,546
Private Streets		$1,596,432	$1,596,432
Trails	$87,413		$87,413
Site preparation/Dirt Work	$2,060,487		$2,060487
Architecture/Engineering	$81,800		$81,800
Financing Fees/ Audit		$1,511,980	$1,511,980
Legal/TIF Contract	$72,248		$72,248
other (ROW Landsjacaping/Parks)		$601,553	$601,553
Govt. Fees and Expenses	$3,100		$3,100
Total	**$7,460,038**	**$27,654,611**	**$35,114,649**

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2020, valuation of approximately $114,694. Based on the 2020 levy this would result in a real property tax of approximately $2,263. It is anticipated that the assessed value will increase by $25,805,306 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over $497,000 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2020 assessed value:	$	114,694
Estimated value after completion	$	25,920,000
Increment value	$	25,805,306
Annual TIF generated (estimated)	$	497,336
TIF bond issue	$	$7,460,038

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of $114,694. The proposed redevelopment will create additional valuation of $25,805,306 over the course of the next twelve years. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing 192 additional housing for persons 55 and older. The tax shift from this project will be equal to the total of the bond principal of $7,460,038 if fully funded and any associated interest on the bond to be assigned with contract approval.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This is infill development with services connecting to existing line with capacity. This development is unlikely to result in a larger number of students in the Shoemaker Elementary School service area since it is restricted to individuals 55 years old and older. Fire and police protection are available and should not be negatively impacted by this development though there will be some increased need for officers and fire fighters as the City continues to grow whether from this project or others.

Housing of the type proposed is unlikely to attract families to the neighborhood. It is unlikely that this housing bring additional school age children to the area.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

This will provide additional housing options for the residents of Grand Island. The National Homebuilders Association estimated in a 2008 study that each unit of multifamily housing resulted in 1.16 full time equivalent jobs so this development at 32 units per year would represent an additional 37 FTE’s within the city for the next six years.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers different from any other expanding business within the Grand Island area. Grand Island does have tight labor market and part of that is due to the availability and cost of housing. This development may help alleviate some of those pressures.

(e) Impacts on student populations of school districts within the City or Village:

This development will have a minimal impact on the Grand Island School system and will likely not result in additional students at the elementary and secondary school levels.

All of the units in this development will be restricted to persons 55 and over. This housing will not provide housing for any school age children. The Grand Island Public School System was notified on August 24, 2021 that the CRA would be considering this application at their September 8, 2021 meeting.

(f) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project is consistent the goals of the 2020 Housing Study for the City of Grand Island to create more than 1361 new housing units, 222 of those should be 55+ owner occupied and 237 should be 55+ rental units. Between January of 2020 and July of 2021 the City of Grand Island has issue permits for 305 housing units. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

Time Frame for Development

Development of this project is anticipated to be completed during between Spring of 2022 and the end of 2034. The base tax year should be calculated on the value of the property as of January 1, 2022 for the first phase with each phase based on the preceding year's valuation of the property included in the amendment for that year. Excess valuation should be available for this project beginning in 2022 with taxes due in 2023. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each property or an amount not to exceed $7,460,038 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least $8,200,000 on TIF eligible activities.

COMMUNITY REDEVELOPMENT AUTHORITY

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: 3MJR, LLC

Address: PO Box 5616, Grand Island, NE 68802

Telephone No.: 308-391-2959 Fax No.: 308-381-6557

Email: rhoadsjr@charter.net

Contact: Josh Rhoads

Application Submission Date: __________

Brief Description of Applicant's Business:

3MJR, LLC is organized as a Nebraska LLC. Subsequent to project completed (pending TIF approval), the company will operate and lease housing units for those aged 55+ located at the project site (Jaxson Subdivision). Upon completion of all phases of the proposed project, a total of 48 buildings housing 192 units will be available.

Legal Description/Address of Proposed Project

Jaxson Subdivision, Hall County Nebraska (Parcel 400200929)

Community Redevelopment Area Number ________

Present Ownership Proposed Project Site:
Eric & Kenda Pollock Trust

Is purchase of the site contingent on Tax Increment Financing Approval? Yes ☑ No ☐

Proposed Project: Building square footage, size of property, description of buildings – materials, etc. Please attach site plan, if available.

Site preparation at Jaxson Subdivision, including concrete work, infrastructure (sewer and electric), landscaping, fencing, etc. and the construction of 48 housing units intended for residential living by those aged 55+. Phases will each consist of 32 housing units, either 2-bedroom or 3-bedroom floor plans. Once all six phases are completed over twelve years there will be 192 housing units, 96 2-bedroom floor plans and 96 3-bedroom floor plans

If Property is to be Subdivided, Show Division Planned: N/A

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	$ 780,870
B. Building	$ 0

Construction Costs:

A. Renovation or Building Costs:	$ 23,122,640
B. On-Site Improvements:	
Sewer	$ 1,658,457
Water	$ 806,794
Electric	$ 589,329
Gas	$
Public Streets/Sidewalks	$ 2,228,959

Private Streets	$ 1,596,432
Trails	$
Grading/Dirtwork/Fill	$ 2,060,487
Demolition	$
Other	$ 601,553
Total	$ 33,445,522

Soft Costs:

A.	Architectural & Engineering Fees:	$ 81,800
B.	Financing Fees:	$ 1,511,980
C.	Legal	$ 72,248
D.	Developer Fees:	$
E.	Audit Fees	$
F.	Contingency Reserves:	$
G.	Other (Please Specify)	$
	TOTAL	$ 1,666,028

Total Estimated Market Value at Completion: $ 25,920,000

Source for Estimated Market Value Market value arrive at using the lessor of cost of estimated assessed value provided by Hall County Assessor divided by 92%

Source of Financing:

A.	Developer Equity:	$ 1,604,661
B.	Commercial Bank Loan:	$ 28,089,239
C.	Tax Credits:	
	1. N.I.F.A.	$
	2. Historic Tax Credits	$
	3. New Market Tax Credits	$
	4. Opportunity Zone	$
D.	Industrial Revenue Bonds:	$
E.	Tax Increment Assistance:	$ 5,417,649
F.	Enhanced Employment Area	$

Note 1: TIF requested at zero percent lending rate is $7,460,038. Amount financed in item E above is principal only portion after applying a 4.5% lending rate on a 15-year term note with monthly payments (interest component is $2,042,389).

G. Nebraska Housing Trust Fund $ ______________

H. Other $ ______________

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Architect:

Engineer:
Olsson Associates
201 E 2nd St
Grand Island, NE 68801
(308)384-8750

General Contractor:

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)

$445,997 (see exhibit B for detailed calculation)

Project Construction Schedule:

Construction Start Date:
January 1, 2022

Construction Completion Date:
December 31, 2033

If Phased Project:

Phase 1 - 1/1/2022 - 12/31/2023	Year	16.67	% Complete
Phase 2 - 1/1/2024 - 12/31/2025	Year	16.67	% Complete
Phase 3 - 1/1/2026 - 12/31/2027	Year	16.67	% Complete
Phase 4 - 1/1/2028 - 12/31/2029	Year	16.67	% Complete
Phase 5 - 1/1/2030 - 12/31/2031	Year	16.66	% Complete
Phase 6 - 1/1/2032 - 12/31/2033	Year	16.66	% Complete

XII. Please Attach Construction Pro Forma See Exhibit C

XIII. Please Attach Annual Income & Expense Pro Forma See Exhibit D

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

$6,689,959 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of 48 housing units to be located in the Jaxson Subdivision of Hall County which are intended to create a total of 192 homes for those 55+ upon completion. The six-phase project involves the construction of the housing units, as well concrete work for the foundations and all necessary access roads, as well as appropriate sewer and electrical hookups to the city water and electric facilities.

The TIF funds will enable the project to be undertaken, resulting in vast improvements to the current location with the development of an area the will help to satisfy an underutilized occupancy demand of Grand Island.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

Tax increment financing is an integral and essential component to project completion, which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in operating the new development at a competitive rate in the specified area (See Exhibit E for the capitalization rate analysis).

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

Tony Porter
Exchange Bank
1204 Allen Dr
Grand Island, NE 68803
(308) 382-2900

Ray O'Connor
2502 N Webb Rd
Grand Island, NE 68803
(308) 381-2497

Jeff Vinson
1527 Stagecoach Rd
Grand Island, NE 68801
(308) 379-6836

JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

LEGEND:

▨	PAVEMENT	▧	OUTLOT
⁘	LANDSCAPE	🟧	BUILDING

SHEET 1 OF 3
LOT LAYOUT

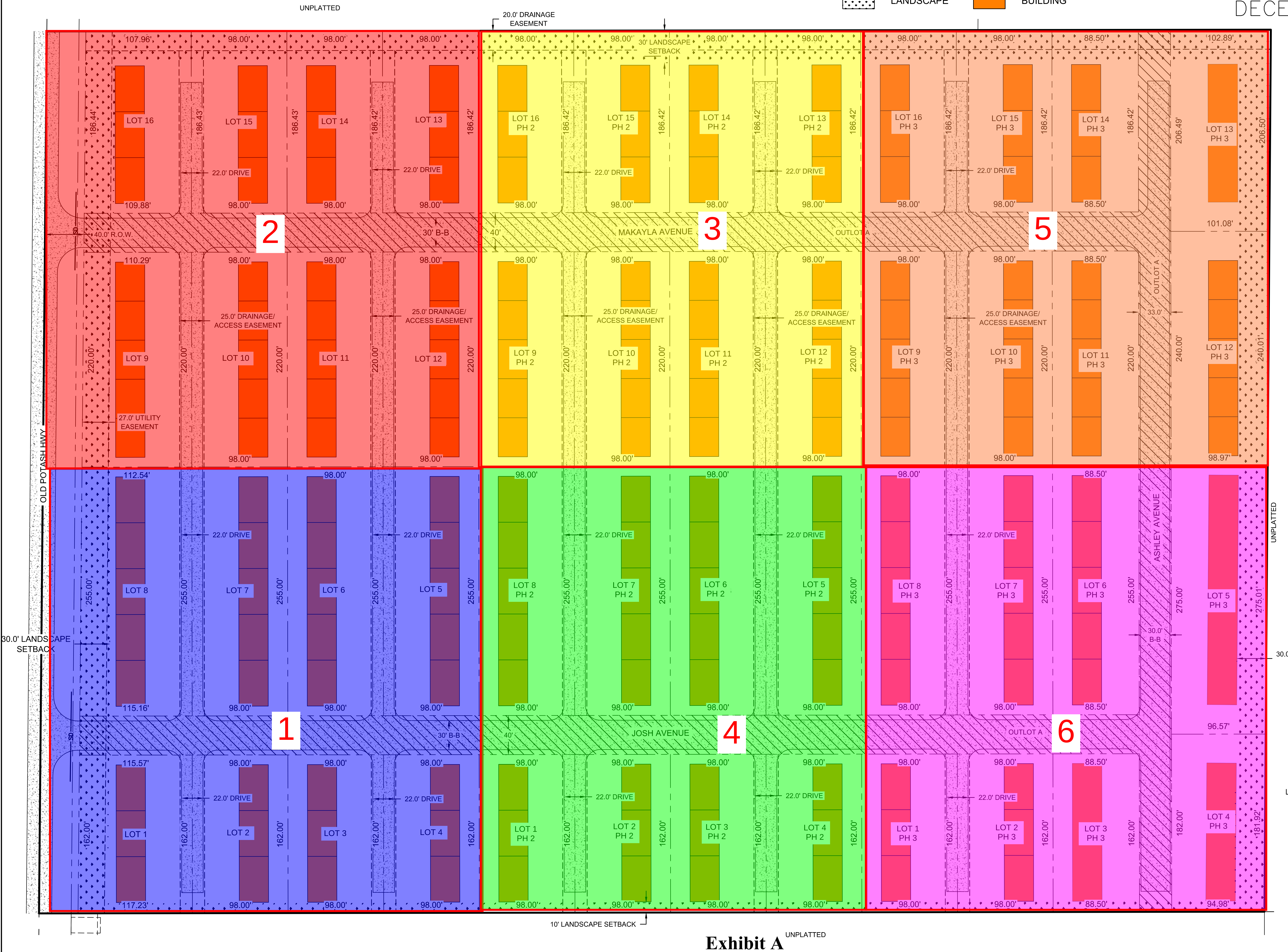
N

0' 25' 50' 100'
SCALE IN FEET

SUBDIVISION
AREA= 26.023 ACRES

LOT USAGE
48 LOTS
1 OUTLOT

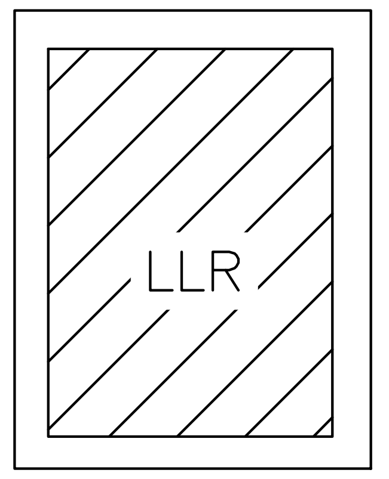
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801



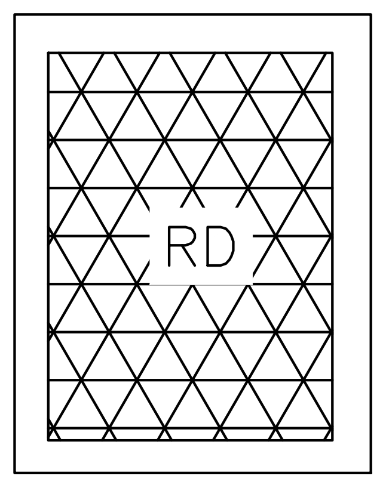
UNPLATTED
20.0' DRAINAGE EASEMENT
30' LANDSCAPE SETBACK
OLD POTASH HWY
30.0' LANDSCAPE SETBACK
40.0' R.O.W.
30' B-B
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
OUTLOT A
30.0' B-B
33.0'
22.0' DRIVE
25.0' DRAINAGE/ ACCESS EASEMENT
27.0' UTILITY EASEMENT
30.00' LANDSCAPE SETBACK
10' LANDSCAPE SETBACK
UNPLATTED
1
2
3
4
5
6
LOT 16
LOT 15
LOT 14
LOT 13
LOT 9
LOT 10
LOT 11
LOT 12
LOT 8
LOT 7
LOT 6
LOT 5
LOT 1
LOT 2
LOT 3
LOT 4
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
LOT 1 PH 2
LOT 2 PH 2
LOT 3 PH 2
LOT 4 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
107.96'
109.88'
110.29'
112.54'
115.16'
115.57'
117.23'
98.00'
88.50'
102.89'
101.08'
98.97'
96.57'
94.98'
186.44'
186.43'
186.42'
206.49'
206.50'
220.00'
240.00'
240.01'
255.00'
275.00'
275.01'
162.00'
182.00'
181.92'

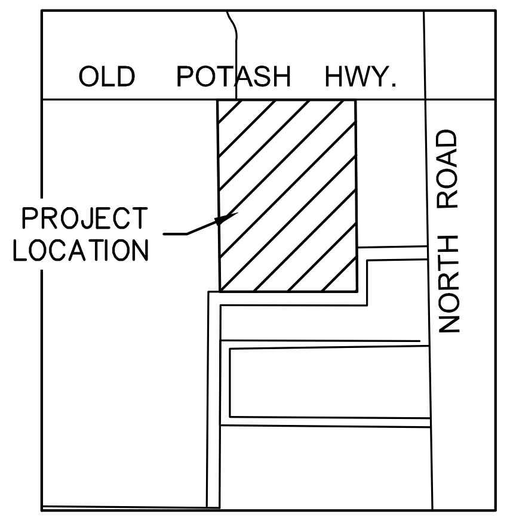
Exhibit A

EXISTING ZONING



PROPOSED ZONING





OLD POTASH HWY.
PROJECT LOCATION
NORTH ROAD

LOCATION MAP
NOT TO SCALE

olsson
201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

LOT LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

2020

GRAND ISLAND, NE

drawn by: AT
checked by: BD
approved by: BD
QA/QC by: AT
project no.: 20-3806
drawing no.:
date: 12.18.2020

SHEET
1 of 3

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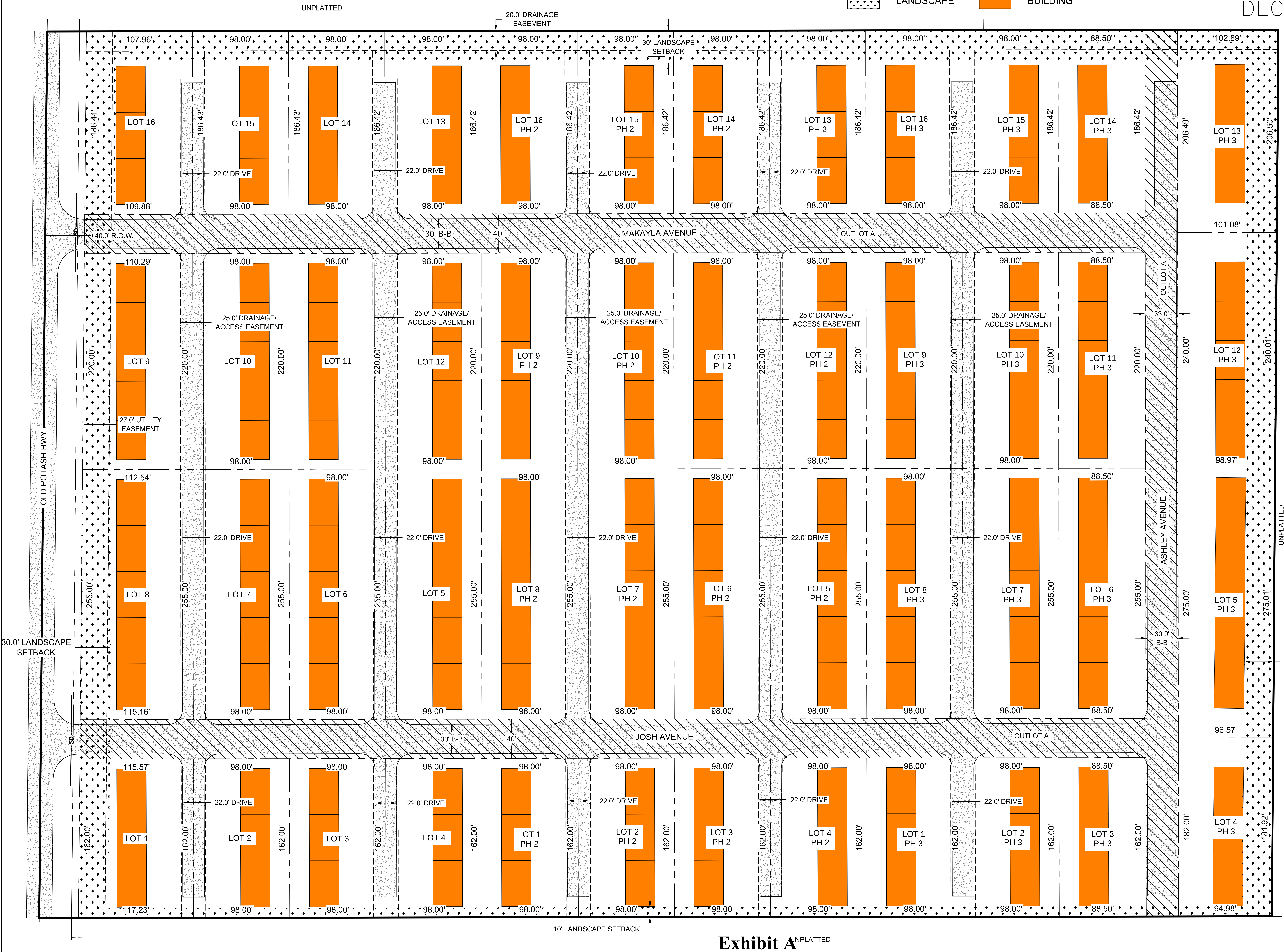
USER: lstoltenberg

JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

SHEET 1 OF 3
LOT LAYOUT

LEGEND:

▨	PAVEMENT	▨	OUTLOT
▨	LANDSCAPE	🟧	BUILDING


UNPLATTED
20.0' DRAINAGE EASEMENT
30' LANDSCAPE SETBACK
OLD POTASH HWY
30.0' LANDSCAPE SETBACK
40.0' R.O.W.
MAKAYLA AVENUE
30' B-B
40'
OUTLOT A
JOSH AVENUE
ASHLEY AVENUE
33.0'
30.0' B-B
30.00' LANDSCAPE SETBACK
10' LANDSCAPE SETBACK
UNPLATTED
22.0' DRIVE
25.0' DRAINAGE/ ACCESS EASEMENT
27.0' UTILITY EASEMENT
LOT 16
LOT 15
LOT 14
LOT 13
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9
LOT 10
LOT 11
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LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
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LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
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LOT 1 PH 2
LOT 2 PH 2
LOT 3 PH 2
LOT 4 PH 2
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
107.96'
98.00'
88.50'
102.89'
109.88'
110.29'
112.54'
115.16'
115.57'
117.23'
101.08'
98.97'
96.57'
94.98'
186.44'
186.43'
186.42'
206.49'
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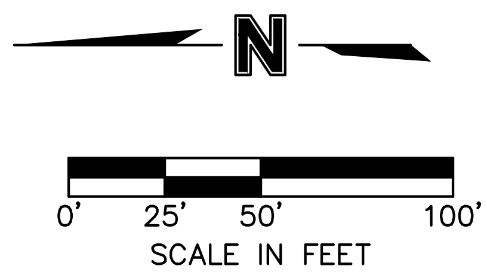
275.00'
275.01'
162.00'
182.00'
181.92'

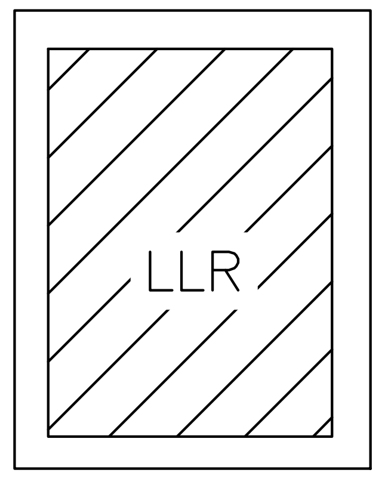

N
0'
25'
50'
100'
SCALE IN FEET

SUBDIVISION
AREA= 25.83 ACRES

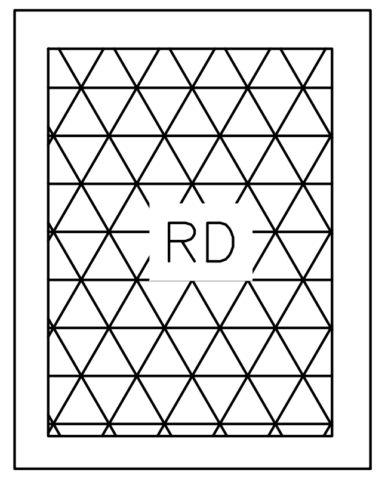
LOT USAGE
48 LOTS
1 OUTLOT

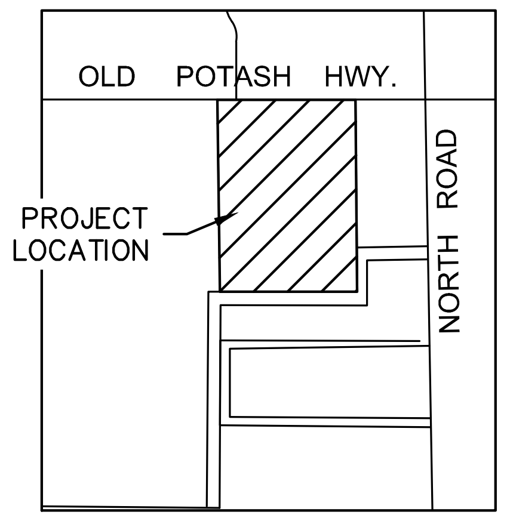
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

EXISTING ZONING



PROPOSED ZONING




OLD POTASH HWY.
PROJECT LOCATION
NORTH ROAD

LOCATION MAP
NOT TO SCALE

Exhibit A

olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

LOT LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

drawn by:	AT
checked by:	BD
approved by:	BD
QA/QC by:	AT
project no.:	20-3806
drawing no.:	
date:	12.18.2020

SHEET
1 of 3

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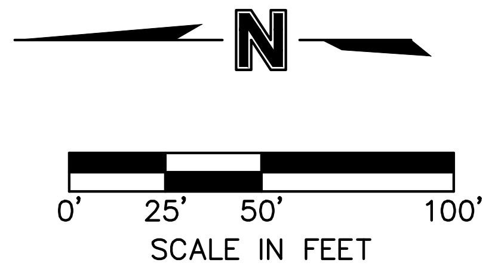
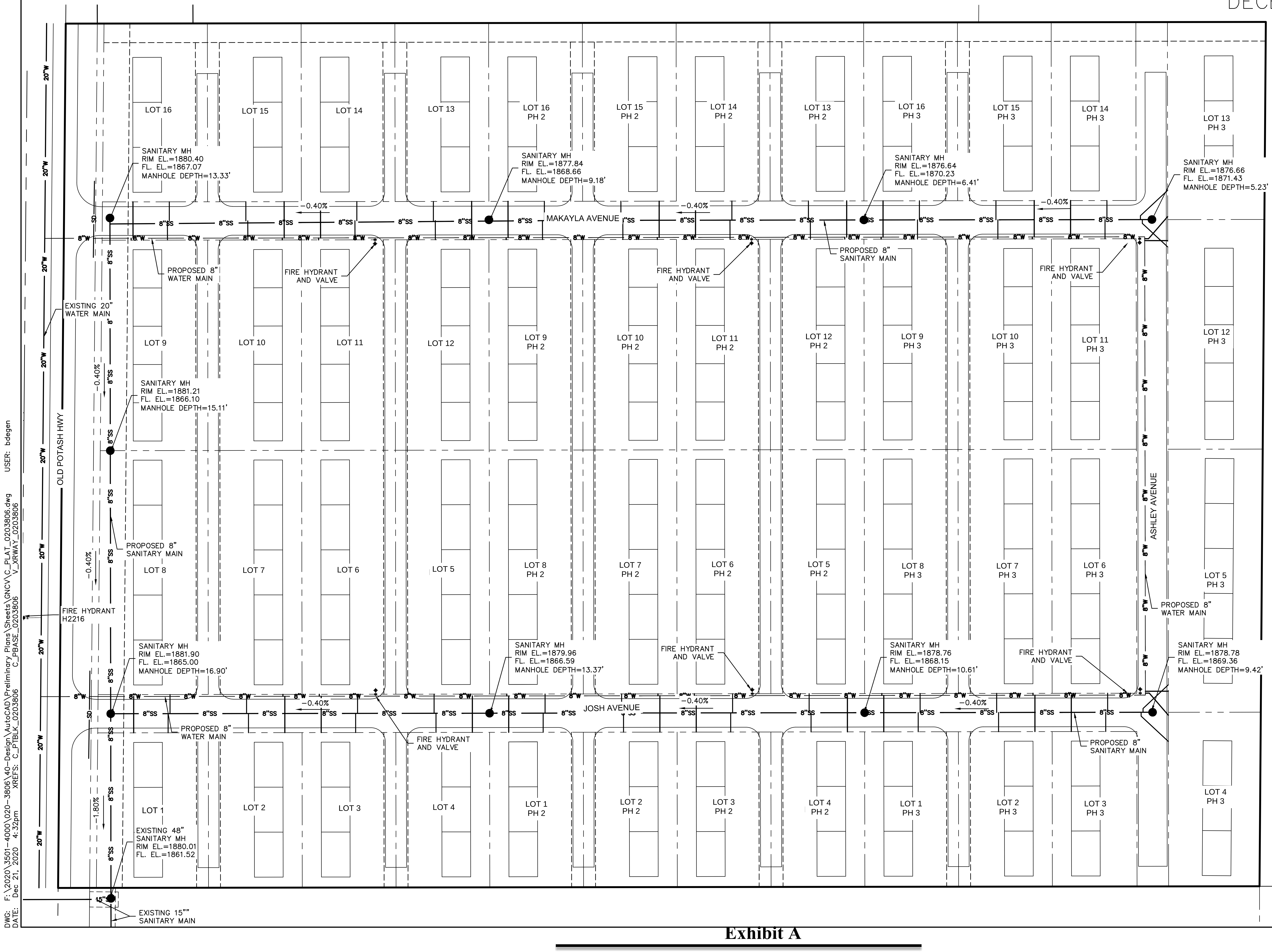
JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

SHEET 2 OF 3
UTILITY LAYOUT


N
0'
25'
50'
100'
SCALE IN FEET


OLD POTASH HWY
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
LOT 16
LOT 15
LOT 14
LOT 13
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9
LOT 10
LOT 11
LOT 12
LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
LOT 8
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LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
LOT 1
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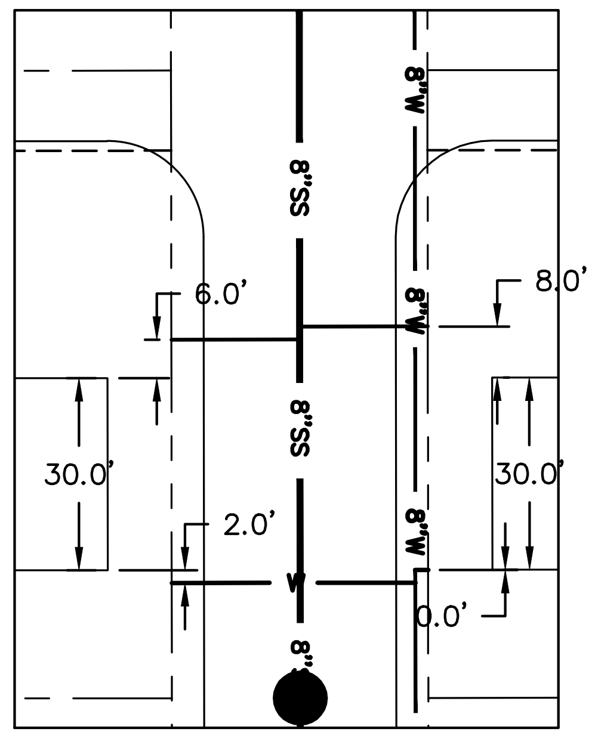
LOT 3
LOT 4
LOT 1 PH 2
LOT 2 PH 2
LOT 3 PH 2
LOT 4 PH 2
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
SANITARY MH RIM EL.=1880.40 FL. EL.=1867.07 MANHOLE DEPTH=13.33'
SANITARY MH RIM EL.=1877.84 FL. EL.=1868.66 MANHOLE DEPTH=9.18'
SANITARY MH RIM EL.=1876.64 FL. EL.=1870.23 MANHOLE DEPTH=6.41'
SANITARY MH RIM EL.=1876.66 FL. EL.=1871.43 MANHOLE DEPTH=5.23'
SANITARY MH RIM EL.=1881.21 FL. EL.=1866.10 MANHOLE DEPTH=15.11'
SANITARY MH RIM EL.=1881.90 FL. EL.=1865.00 MANHOLE DEPTH=16.90'
SANITARY MH RIM EL.=1879.96 FL. EL.=1866.59 MANHOLE DEPTH=13.37'
SANITARY MH RIM EL.=1878.76 FL. EL.=1868.15 MANHOLE DEPTH=10.61'
SANITARY MH RIM EL.=1878.78 FL. EL.=1869.36 MANHOLE DEPTH=9.42'
EXISTING 48" SANITARY MH RIM EL.=1880.01 FL. EL.=1861.52
EXISTING 15"" SANITARY MAIN
EXISTING 20" WATER MAIN
PROPOSED 8" WATER MAIN
PROPOSED 8" SANITARY MAIN
PROPOSED 8" SANITARY MAIN
PROPOSED 8" WATER MAIN
PROPOSED 8" SANITARY MAIN
PROPOSED 8" WATER MAIN
FIRE HYDRANT AND VALVE
FIRE HYDRANT AND VALVE
FIRE HYDRANT AND VALVE
FIRE HYDRANT AND VALVE
FIRE HYDRANT AND VALVE
FIRE HYDRANT AND VALVE
FIRE HYDRANT H2216
-0.40%
-1.80%
8"SS
8"W
20"W
15"
SD


8"SS
8"W
6.0'
8.0'
30.0'
30.0'
2.0'
0.0'

TYPICAL WATER/SANITARY SERVICE LAYOUT
1"=30'

olsson
201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

UTILITY LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

drawn by: AT
checked by: BD
approved by: BD
QA/QC by: AT
project no.: 20-3806
drawing no.:
date: 12.18.2020

SHEET
2 of 3

DWG: F:\2020\3501-4000\020-3806\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\C_PLAT_0203806.dwg USER: bdegen
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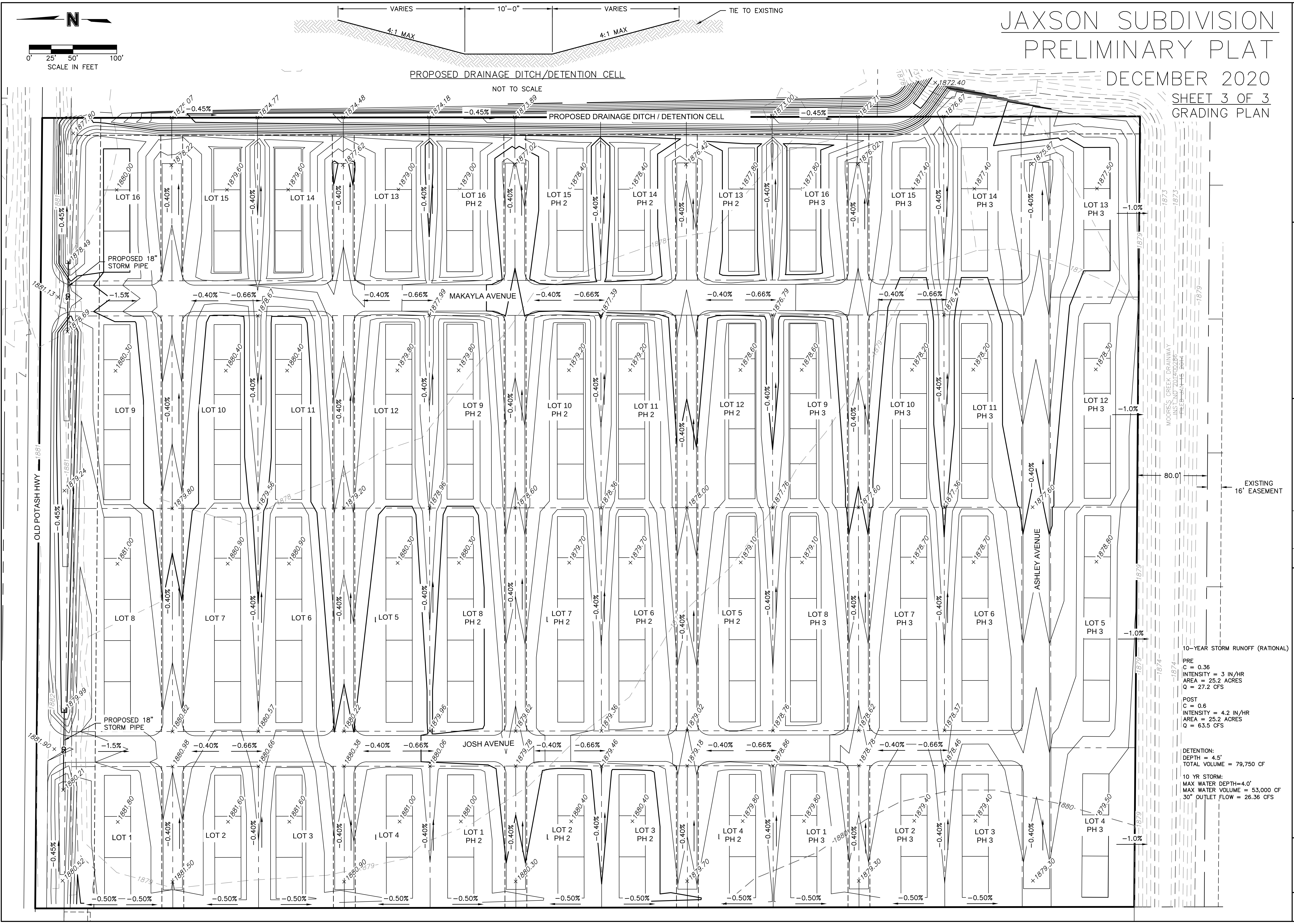
Exhibit A

JAXSON SUBDIVISION
PRELIMINARY PLAT

DECEMBER 2020

SHEET 3 OF 3

GRADING PLAN


N
0' 25' 50' 100'
SCALE IN FEET
VARIES
10'-0"
VARIES
TIE TO EXISTING
4:1 MAX
4:1 MAX
PROPOSED DRAINAGE DITCH/DETENTION CELL
NOT TO SCALE
PROPOSED DRAINAGE DITCH / DETENTION CELL
-0.45%
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
OLD POTASH HWY
PROPOSED 18" STORM PIPE
PROPOSED 18" STORM PIPE
-1.5%
-0.40%
-0.66%
-0.50%
-1.0%
80.0'
EXISTING 16' EASEMENT
MOORE'S CREEK DRAINWAY INST. NO. 201400286 FILED JAN 15 2014
LOT 16
LOT 15
LOT 14
LOT 13
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9
LOT 10
LOT 11
LOT 12
LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
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LOT 5
LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
LOT 1
LOT 2
LOT 3
LOT 4
LOT 1 PH 2
LOT 2 PH 2
LOT 3 PH 2
LOT 4 PH 2
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
1872.40
1880.00
1879.60
1879.00
1880.30
1880.40
1879.80
1879.20
1878.60
1878.20
1878.30
1881.00
1880.90
1880.30
1879.70
1879.10
1878.70
1878.80
1881.80
1881.60
1881.00
1880.40
1879.80
1879.40
1879.50
1881.13
1881.90

10-YEAR STORM RUNOFF (RATIONAL)

PRE
C = 0.36
INTENSITY = 3 IN/HR
AREA = 25.2 ACRES
Q = 27.2 CFS

POST
C = 0.6
INTENSITY = 4.2 IN/HR
AREA = 25.2 ACRES
Q = 63.5 CFS

DETENTION:
DEPTH = 4.5'
TOTAL VOLUME = 79,750 CF

10 YR STORM:
MAX WATER DEPTH=4.0'
MAX WATER VOLUME = 53,000 CF
30" OUTLET FLOW = 26.36 CFS

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DATE: Dec 21, 2020 4:32pm XREFS: C_PTBLK_0203806 C_PBASE_0203806 V_XRWAY_0203806

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Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

GRADING PLAN

JAXSON SUBDIVISION
PRELIMINARY PLAT

2020

GRAND ISLAND, NE

drawn by:	AT
checked by:	BD
approved by:	BD
QA/QC by:	AT
project no.:	20-3806
drawing no.:	
date:	12.18.2020

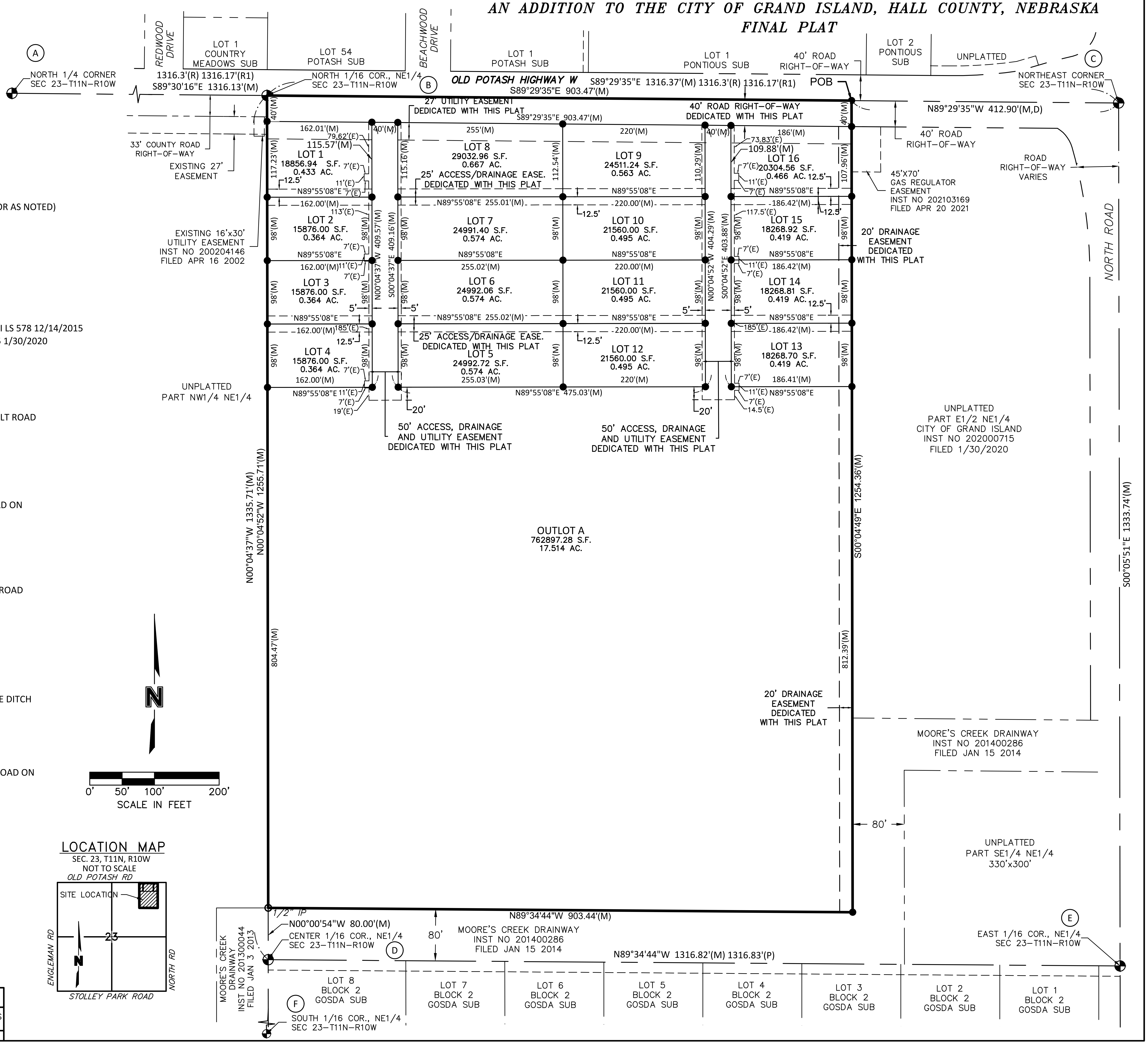
SHEET
3 of 3

Exhibit A

JAXSON SUBDIVISION

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

FINAL PLAT



REDWOOD DRIVE
LOT 1 COUNTRY MEADOWS SUB
LOT 54 POTASH SUB
BEACHWOOD DRIVE
LOT 1 POTASH SUB
LOT 1 PONTIOUS SUB
40' ROAD RIGHT-OF-WAY
LOT 2 PONTIOUS SUB
UNPLATTED
A
NORTH 1/4 CORNER SEC 23-T11N-R10W
1316.3'(R) 1316.17'(R1)
S89°30'16"E 1316.13'(M)
NORTH 1/16 COR., NE1/4 SEC 23-T11N-R10W
B
OLD POTASH HIGHWAY W
S89°29'35"E 1316.37'(M) 1316.3'(R) 1316.17'(R1)
S89°29'35"E 903.47'(M)
POB
C
NORTHEAST CORNER SEC 23-T11N-R10W
27' UTILITY EASEMENT DEDICATED WITH THIS PLAT
S89°29'35"E 903.47'(M)
40' ROAD RIGHT-OF-WAY DEDICATED WITH THIS PLAT
N89°29'35"W 412.90'(M,D)
40' ROAD RIGHT-OF-WAY
ROAD RIGHT-OF-WAY VARIES
NORTH ROAD
33' COUNTY ROAD RIGHT-OF-WAY
EXISTING 27' EASEMENT
45'X70' GAS REGULATOR EASEMENT INST NO 202103169 FILED APR 20 2021
EXISTING 16'x30' UTILITY EASEMENT INST NO 200204146 FILED APR 16 2002
20' DRAINAGE EASEMENT DEDICATED WITH THIS PLAT
LOT 1 18856.94 S.F. 0.433 AC.
LOT 2 15876.00 S.F. 0.364 AC.
LOT 3 15876.00 S.F. 0.364 AC.
LOT 4 15876.00 S.F. 0.364 AC.
LOT 5 24992.72 S.F. 0.574 AC.
LOT 6 24992.06 S.F. 0.574 AC.
LOT 7 24991.40 S.F. 0.574 AC.
LOT 8 29032.96 S.F. 0.667 AC.
LOT 9 24511.24 S.F. 0.563 AC.
LOT 10 21560.00 S.F. 0.495 AC.
LOT 11 21560.00 S.F. 0.495 AC.
LOT 12 21560.00 S.F. 0.495 AC.
LOT 13 18268.70 S.F. 0.419 AC.
LOT 14 18268.81 S.F. 0.419 AC.
LOT 15 18268.92 S.F. 0.419 AC.
LOT 16 20304.56 S.F. 0.466 AC.
25' ACCESS/DRAINAGE EASE. DEDICATED WITH THIS PLAT
25' ACCESS/DRAINAGE EASE. DEDICATED WITH THIS PLAT
N89°55'08"E 255.01'(M)
N89°55'08"E 255.02'(M)
N89°55'08"E 475.03'(M)
N00°04'37"W 409.57'(M)
S00°04'37"E 409.16'(M)
N00°04'52"W 404.29'(M)
S00°04'52"E 403.88'(M)
UNPLATTED PART NW1/4 NE1/4
50' ACCESS, DRAINAGE AND UTILITY EASEMENT DEDICATED WITH THIS PLAT
50' ACCESS, DRAINAGE AND UTILITY EASEMENT DEDICATED WITH THIS PLAT
UNPLATTED PART E1/2 NE1/4 CITY OF GRAND ISLAND INST NO 202000715 FILED 1/30/2020
OUTLOT A 762897.28 S.F. 17.514 AC.
N00°04'37"W 1335.71'(M)
N00°04'52"W 1255.71'(M)
804.47'(M)
S00°04'49"E 1254.36'(M)
812.39'(M)
S00°05'51"E 1333.74'(M)
20' DRAINAGE EASEMENT DEDICATED WITH THIS PLAT
MOORE'S CREEK DRAINWAY INST NO 201400286 FILED JAN 15 2014
80'
UNPLATTED PART SE1/4 NE1/4 330'x300'
N
0' 50' 100' 200'
SCALE IN FEET
LOCATION MAP
SEC. 23, T11N, R10W
NOT TO SCALE
OLD POTASH RD
SITE LOCATION
23
ENGLEMAN RD
NORTH RD
STOLLEY PARK ROAD
1/2" IP
N89°34'44"W 903.44'(M)
N00°00'54"W 80.00'(M)
CENTER 1/16 COR., NE1/4 SEC 23-T11N-R10W
D
80'
MOORE'S CREEK DRAINWAY INST NO 201400286 FILED JAN 15 2014
N89°34'44"W 1316.82'(M) 1316.83'(P)
E
EAST 1/16 COR., NE1/4 SEC 23-T11N-R10W
MOORE'S CREEK DRAINWAY INST NO 201300044 FILED JAN 3 2013
F
SOUTH 1/16 COR., NE1/4 SEC 23-T11N-R10W
LOT 8 BLOCK 2 GOSDA SUB
LOT 7 BLOCK 2 GOSDA SUB
LOT 6 BLOCK 2 GOSDA SUB
LOT 5 BLOCK 2 GOSDA SUB
LOT 4 BLOCK 2 GOSDA SUB
LOT 3 BLOCK 2 GOSDA SUB
LOT 2 BLOCK 2 GOSDA SUB
LOT 1 BLOCK 2 GOSDA SUB

LEGEND

⊕	SECTION CORNER
●	SET CORNER (5/8"x24" REBAR W/CAP OR AS NOTED)
○	FOUND CORNER (AS NOTED)
— — — —	ROW LINE
——— — ———	PROPERTY LINE
——— — ———	SECTION LINE
━━━━━	SUBDIVISION BOUNDARY LINE
M	MEASURED DISTANCE
R	RECORDED DISTANCE
R1	RECORDED DISTANCE D.D. SORGENFREI LS 578 12/14/2015
D	DEEDED DISTANCE INST NO 202000715 1/30/2020
P	PLATTED DISTANCE GOSDA SUB

SECTION TIES

Ⓐ NORTH 1/4 CORNER, SEC 23-T11N-R10W
FOUND ALUMINUM CAP AT GRADE IN CENTERLINE EAST-WEST ASPHALT ROAD

N	31.24' TO MAG NAIL w/WASHER IN POWER POLE
S	34.31' TO MAG NAIL w/WASHER IN GUY POLE
SW	54.63' TO MAG NAIL w/WASHER INN POWER POLE
SW	68.76' TO NEAR FACE OF EAST LEG OF GAS REGULATOR

Ⓑ NORTH 1/16 CORNER, NE1/4, SEC 23-T11N-R10W
FOUND MAG NAIL w/WASHER AT GRADE IN EAST-WEST ASPHALT ROAD ON CENTERLINE OF ROAD

S	35.37' TO NAIL W/SHINER IN GUY POLE
N	32.46' TO NAIL w/SHINER IN POWER POLE
SW	46.63' TO 'X' NORTH SIDE SANITARY MANHOLE RIM

Ⓒ NORTHEAST CORNER, SEC 23-T11N-R10W
FOUND ALUMINUM CAP IN ROCK PILE OF ROUND-A-BOUT AT NORTH ROAD AND OLD POTASH HWY

NW	29.09' TO MAG NAIL IN CONCRETE CURB
SE	28.97' TO MAG NAIL IN CONCRETE CURB
NE	25.93' T MAG NAIL IN CONCRETE LID OF CURB INLET
WSW	25.83' TO MAG NAIL IN CONCRETE LID OF CURB INLET
SW	87.63' TO TOP OPERATION NUT ON FIRE HYDRANT

Ⓓ CENTER 1/16 CORNER, NE1/4 SEC 23-T11N-R10W
SET 5/8" REBAR w/PSC LS 674 AT GRADE ON SOUTH TOP OF DRAINAGE DITCH

N	80.00' TO 1/2" IRON PIPE w/PSC
SSW	25.95' TO MAG NAIL IN SPLIT RAIL FENCE POST
SSW	35.69' TO MAG NAIL IN SPLIT RAIL FENCE POST

Ⓔ EAST 1/16 CORNER, NE1/4 SEC 23-T11N-R10W
FOUND 1" IRON BAR 0.2' BELOW GRADE IN NORTH-SOUTH ASPHALT ROAD ON CENTERLINE OF ROAD

WNW	34.91' TO MAG NAIL w/WASHER IN BRACE POST
W	33.52' TO MAG NAIL w/WASHER IN CORNER FENCE POST
SE	55.56' TO RED HEAD NAIL IN POWER POLE

Ⓕ SOUTH 1/16 CORNER, NE1/4 SEC 23-T11N-R10W
FOUND 'U' POST, 0.2' ABOVE GRADE IN LINE w/EAST-WEST FENCELINE

WSW	21.10' TO PIPE
ESE	3.60' TO NAIL IN FENCE POST
ESE	11.60' TO NAIL IN FENCE POST

OWNERS: ERIC M. & KENDA D. POLLOCK
SUBDIVIDER: RHOADS ENTERPRISES
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 18 / 1 OUTLOT

olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2020–3806
RHOADS ENTERPRISES
JAXSON SUB
FB HALL CO 5

DWG: F:\2020\3501–4000\020–3806\40–Design\Survey\SRVY\Sheets\V_FPLAT_0203806.dwg USER: jjimenez
DATE: Jul 27, 2021 8:50am XREFS: V_XRWAY_0203806 V_XTOPO_0203806 C_PBASE_0203806

Exhibit A

olsson

olsson

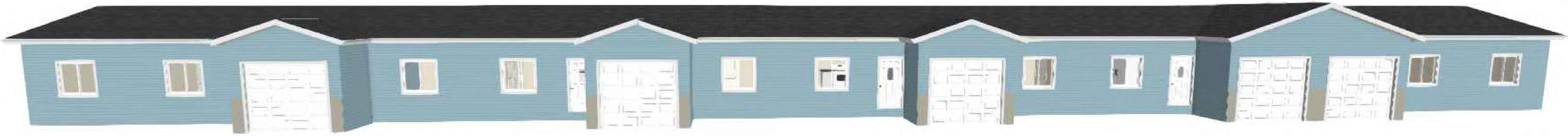


Exhibit A

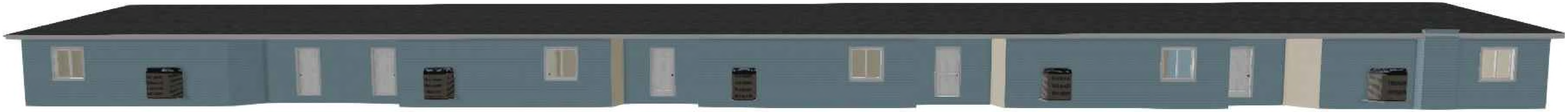


Exhibit A

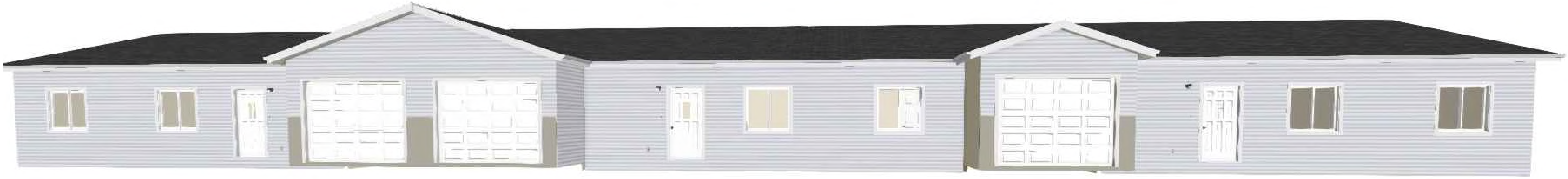


Exhibit A

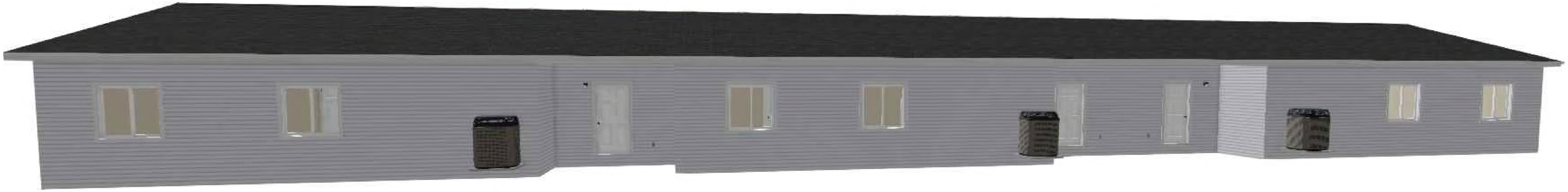


Exhibit A

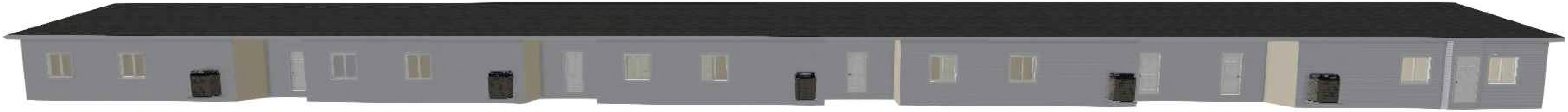


Exhibit A

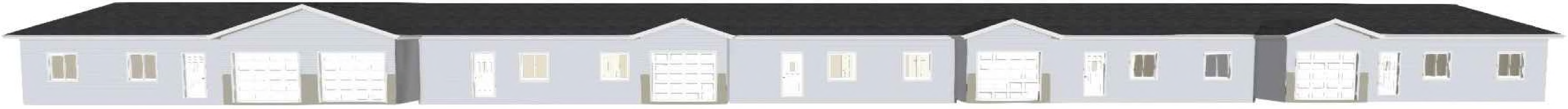


Exhibit A

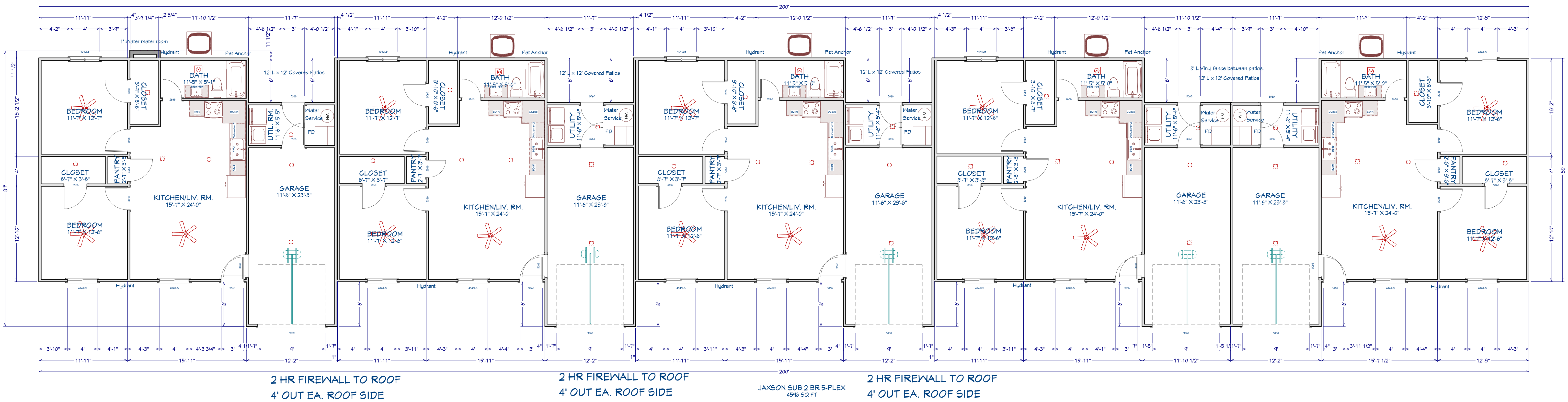
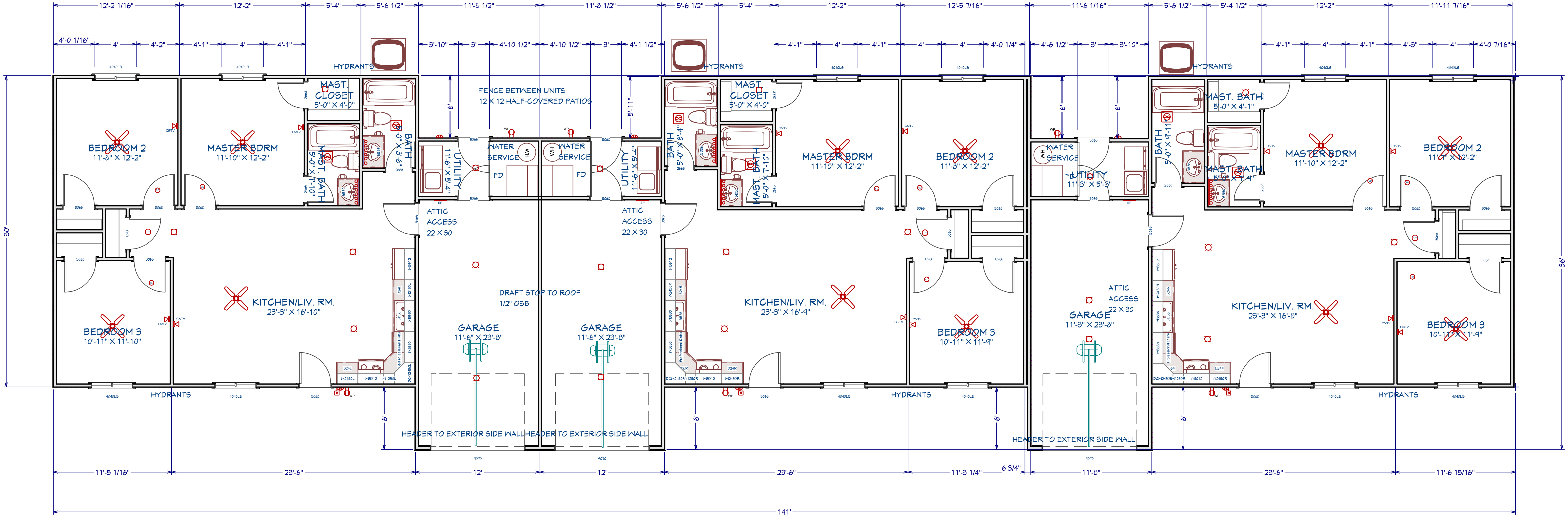

200'
1' Water meter room
Hydrant
Pet Anchor
12' L x 12' Covered Patios
8' L Vinyl fence between patios.
BEDROOM
11'-7" X 12'-7"
CLOSET
BATH
11'-5" X 5'-1"
UTIL. RM.
11'-6" X 5'-5"
UTILITY
11'-6" X 5'-4"
Water Service
FD
PANTRY
CLOSET
8'-7" X 3'-8"
KITCHEN/LIV. RM.
15'-7" X 24'-0"
GARAGE
11'-6" X 23'-8"
BEDROOM
11'-7" X 12'-6"
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
JAXSON SUB 2 BR 5-PLEX
4598 SQ FT
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

Exhibit A


BEDROOM 2
11'-8" X 12'-2"
MASTER BDRM
11'-10" X 12'-2"
MAST. CLOSET
5'-0" X 4'-0"
MAST. BATH
5'-0" X 7'-10"
BATH
5'-0" X 8'-6"
UTILITY
11'-6" X 5'-4"
WATER SERVICE
WH
FD
FENCE BETWEEN UNITS
12 X 12 HALF-COVERED PATIOS
ATTIC ACCESS
22 X 30
KITCHEN/LIV. RM.
23'-3" X 16'-10"
BEDROOM 3
10'-11" X 11'-10"
DRAFT STOP TO ROOF
1/2" OSB
GARAGE
11'-6" X 23'-8"
HEADER TO EXTERIOR SIDE WALL
HYDRANTS
MASTER BDRM
11'-10" X 12'-2"
BEDROOM 2
11'-8" X 12'-2"
KITCHEN/LIV. RM.
23'-3" X 16'-9"
BEDROOM 3
10'-11" X 11'-9"
UTILITY
11'-3" X 5'-3"
GARAGE
11'-3" X 23'-8"
MAST. BATH
5'-0" X 4'-1"
MAST. BATH
5'-0" X 7'-9"
BATH
5'-0" X 9'-11"
KITCHEN/LIV. RM.
23'-3" X 16'-8"
BEDROOM 3
10'-11" X 11'-9"
12'-2 1/16"
12'-2"
5'-4"
5'-6 1/2"
11'-8 1/2"
12'-5 7/16"
11'-6 1/16"
5'-4 1/2"
11'-11 7/16"
11'-5 1/16"
23'-6"
12'
11'-3 1/4"
6 3/4"
11'-8"
11'-6 15/16"
141'
30'
36'
6'
5'-11"

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

JAXSON SUB. 3BR 2BA 3PLEX
W/ UTILITY/GARAGE COUNTED IN SQFT.
3374 SQ FT

Exhibit A

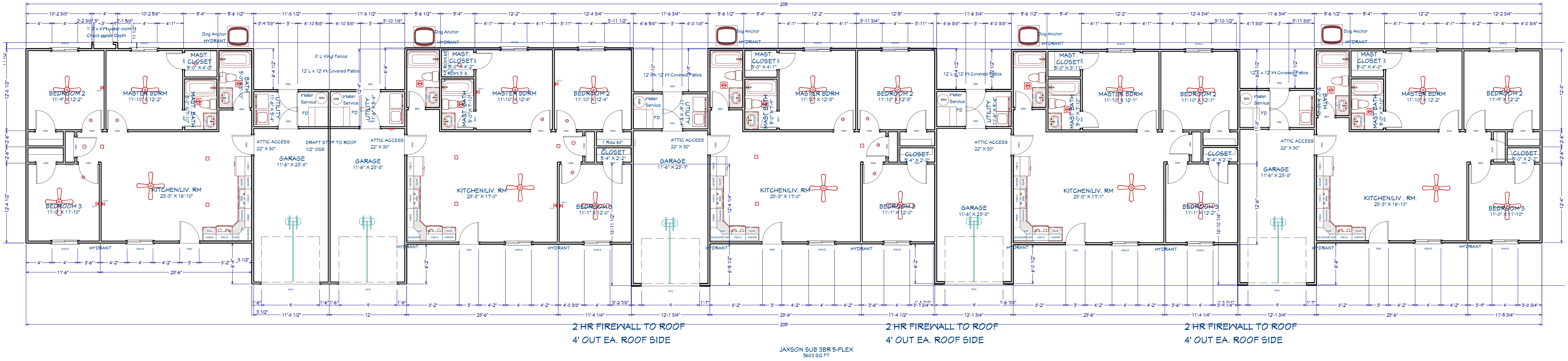

235'
Dog Anchor
HYDRANT
1' D x 4' W water room
Check meter Depth
BEDROOM 2
11'-9" X 12'-2"
MASTER BDRM
11'-10" X 12'-2"
MAST. CLOSET
5'-0" X 4'-0"
MAST. BATH
5'-0" X 7'-10"
BATH
5'-0" X 8'-10"
BEDROOM 3
11'-0" X 11'-10"
KITCHEN/LIV. RM
23'-3" X 16'-10"
UTILITY
11'-6" X 5'-4"
Water Service
WH
HM
FD
8' L Vinyl Fence
12' L x 12' W Covered Patios
ATTIC ACCESS
22" X 30"
DRAFT STOP TO ROOF
1/2" OSB
GARAGE
11'-6" X 23'-8"
MAST. CLOSET
5'-0" X 4'-2"
2 ROW 3' &
ROW 68"
MAST. BATH
5'-0" X 7'-10"
MASTER BDRM
11'-10" X 12'-4"
BEDROOM 2
11'-10" X 12'-4"
1 Row 68"
CLOSET
5'-4" X 2'-2"
KITCHEN/LIV. RM
23'-3" X 17'-0"
BEDROOM 3
11'-1" X 12'-0"
GARAGE
11'-6" X 23'-7"
MAST. CLOSET
5'-0" X 4'-1"
MAST. BATH
5'-0" X 7'-9"
MASTER BDRM
11'-10" X 12'-3"
BEDROOM 2
11'-10" X 12'-3"
KITCHEN/LIV. RM
23'-3" X 17'-0"
CLOSET
5'-4" X 2'-2"
BEDROOM 3
11'-1" X 12'-0"
GARAGE
11'-6" X 23'-8"
MAST. CLOSET
5'-0" X 3'-11"
MAST. BATH
5'-0" X 7'-10"
MASTER BDRM
11'-10" X 12'-1"
BEDROOM 2
11'-10" X 12'-1"
KITCHEN/LIV. RM
23'-3" X 17'-1"
CLOSET
5'-4" X 2'-2"
BEDROOM 3
11'-1" X 12'-2"
GARAGE
11'-6" X 23'-8"
MAST CLOSET
5'-0" X 4'-0"
BATH
5'-0" X 10'-0"
MAST BATH
5'-0" X 7'-10"
MASTER BDRM
11'-10" X 12'-2"
BEDROOM 2
11'-9" X 12'-2"
CLOSET
5'-0" X 2'-2"
KITCHEN/LIV . RM.
23'-3" X 16'-10"
BEDROOM 3
11'-0" X 11'-10"
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
JAXSON SUB 3BR 5-PLEX
5683 SQ FT

Exhibit A

3MJR, LLC
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project

Existing Assessed Value and Real Estate Tax on Project Site

	Assessed Value (2020)							
Parcel Number	Improvements	Land	Total	Taxes	Sq Feet	Mil Rate	Sublot	Phase
400200929	-	114,694	114,694	2,403.60	1,133,431	2.0956632%	Sublot 1	Phase 2
Before subdivision	-	114,694	114,694	2,403.60	1,133,431			
Subdivided Sq Ft	1,133,431	1,133,431	1,133,431	1,133,431				
Divided by total existing	1,133,431	1,133,431	1,133,431	1,133,431				
Ratio	1.000000	1.000000	1.000000	1.000000				
Estimated subdivision	-	114,694	114,694	2,404				

Estimated Real Estate Taxes on Project Site Upon Completion of Project

			2020 Assessment							Note 1
			Phase 1	Phase 2	Phase 3	Phase 4	Phase5	Phase 6	Total	Limitation
2020 taxes assessed on site prior to project commencement			401	401	401	401	401	401	2,404	
Divided by base assessed value			19,116	19,116	19,116	19,116	19,116	19,116	114,694	
Estimated tax rate			2.095660%	2.095660%	2.095660%	2.095660%	2.095660%	2.095660%	2.095660%	
Proposed assessed value			4,121,600	3,827,200	4,121,600	3,827,200	4,121,600	3,827,200	23,846,400	
Estimated annual real estate tax after project completion			86,375	80,205	86,375	80,205	86,375	80,205	499,739	
Less existing annual real estate tax			(401)	(401)	(401)	(401)	(401)	(401)	(2,404)	
Estimated increase in annual real estate tax			85,974	79,805	85,974	79,805	85,974	79,805	497,336	
			15	15	15	15	15	15	15	
Requested TIF assistance at zero percent lending rate			1,289,612	1,197,068	1,289,612	1,197,068	1,289,612	1,197,068	7,460,038	8,278,944
								7,460,038		
Principal debt service at indicated rate		Rate	Principal	Principal	Principal	Principal	Principal	Principal	Principal	Principal
With annual note payments	PVA	4.50%	923,323	857,064	923,323	857,064	923,323	857,064	5,341,161	-
With monthly note payments	PVA	4.50%	936,545	869,338	936,545	869,338	936,545	869,338	5,417,649	-

Notes:

1.) This column represents requested financing in the event the tax increment over 15 years exceeds actual qualified TIF costs. Requested TIF assistance is limited to qualified costs.

Exhibit B

3MJR, LLC
Project Cost Summary

Description	Phase #1 Amount	Phase #2 Amount	Phase #3 Amount	Phase #4 Amount	Phase #5 Amount	Phase #6 Amount	Total	TIF Qualified (Q) Non-Qualified (NQ)
TIF non-qualified building construction costs	3,486,057	3,200,241	3,809,309	3,923,588	4,287,411	4,416,034	23,122,640	NQ
TIF qualified sitework	265,594	308,894	341,286	352,802	389,473	402,438	2,060,487	Q
Landscaping	78,080	80,422	85,320	87,880	96,029	98,909	526,640	NQ
Fencing	9,440	9,723	10,315	10,625	11,610	11,959	63,672	NQ
TIF qualified concrete	274,839	321,396	355,310	367,139	404,780	418,082	2,141,546	Q
TIF qualified concrete - Potash Trail	14,568	14,569	14,569	14,569	14,569	14,569	87,413	Q
TIF non-qualified concrete	236,688	243,788	258,635	266,395	291,097	299,829	1,596,432	NQ
Subtotal	526,095	579,753	628,514	648,103	710,446	732,480	3,825,391	
Signage	1,667	1,717	1,821	1,876	2,050	2,110	11,241	NQ
TIF qualified plumbing	317,767	369,573	408,328	422,107	465,981	481,495	2,465,251	Q
TIF qualified electrical	75,964	88,348	97,613	100,906	111,395	115,103	589,329	Q
Total project costs per construction pro-forma	4,760,664	4,638,671	5,382,506	5,547,887	6,074,395	6,260,528	32,664,651	
Other costs:								
Land	130,145	130,145	130,145	130,145	130,145	130,145	**780,870**	Q
Financing	227,019	214,597	248,069	255,511	279,204	287,580	1,511,980	NQ
Professional Fees	154,048						154,048	Q
Total project costs	5,271,876	4,983,413	5,760,720	5,933,543	6,483,744	6,678,253	35,111,549	
Total TIF qualified costs (Q)	1,232,925	1,232,925	1,347,251	1,387,668	1,516,343	1,561,832	8,278,944	
Total TIF non-qualified costs (NQ)	4,038,951	3,750,488	4,413,469	4,545,875	4,967,401	5,116,421	26,832,605	
Total project costs	5,271,876	4,983,413	5,760,720	5,933,543	6,483,744	6,678,253	35,111,549	
All subsequent phased cost increase percentage	3%	3%	3%	3%	3%	3%		

Exhibit C

Exhibit D
Annual Income & Expense Pro Forma

3MJR, LLC

PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS

Twelve Months Ending After Project Phase 1 Completion

INTRODUCTION

The projection in this illustration presents the entity's, 3MJR, LLC's, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending after project phase 1 completion.

CONTENTS

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PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS	5
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS	6

SCHROEDER & SCHREINER, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management of
3MJR, LLC
Grand Island, NE

Management is responsible for the accompanying projection of 3MJR, LLC, which comprise projected statements of receipts and disbursements under various tax increment financing scenarios detailed in Note A – cash basis of 3MJR, LLC (see introduction), for the twelve months ending after project phase 1 completion, and the related summaries of significant assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

Even if the tax increment financing (TIF) scenarios outlined occurred, the projected results may not be achieved, as there will usually be differences between the projection and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all disclosures and the summary of significant accounting policies required by the guidelines for presentation of a projection established by the AICPA other than those related to the significant assumptions. If the omitted disclosures and accounting policies were included in the projection, they might influence the user's conclusions about 3MJR, LLC's net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

This accompanying projection and this report are intended solely for the information and use of 3MJR, LLC, the Grand Island Community Redevelopment Authority, the Grand Island City Council, and certain individuals and organizations involved in the tax increment financing application process and are not intended to be and should not be used by anyone other than these specified parties.

Schroeder & Schreiner, P.C.

Grand Island, NE
August 4, 2021

2535 N. Carleton Ave., Suite B, Grand Island, NE 68803 • P.O. Box 520, Grand Island, NE 68802-0520
PH: 308-381-1355 • FAX: 308-381-6557 • www.ss-cpas.com

3MJR, LLC

PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A - CASH BASIS

Twelve Months Ending After Project Phase 1 Completion

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Rental revenue	$ 537,600	$ 537,600
Tax increment financing (TIF) revenue	85,974	-
	623,574	537,600
Tax Deductions:		
Interest expense - TIF debt	41,229	-
Interest expense - Non-TIF debt	186,359	227,588
Real estate tax (existing)	2,404	2,404
Real estate tax (TIF increment)	85,974	85,974
Insurance	20,369	20,369
Repairs and maintenance	86,016	86,016
Depreciation and amortization	552,960	552,960
	975,312	975,312
Taxable income (loss)	(351,737)	(437,712)
Adjustments to Arrive at Net Cash Receipts (Disbursements)		
Depreciation & amortization	552,960	552,960
Principal debt service - TIF	(44,745)	-
Principal debt service - Non-TIF	(132,618)	(177,363)
	375,597	375,597
Net cash receipts	$ 23,860	$ (62,114)

3MJR, LLC

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS

Twelve Months Ending After Project Phase 1 Completion

NOTE A – NATURE AND LIMITATION OF PROJECTIONS

The accompanying projection presents, to the best of 3MJR, LLC's knowledge and belief, cash receipts and disbursements for the twelve months ending after project phase 1 completion to be generated by housing units (e.g. "the project") located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2024 completion of phase 1 of the project, assuming funding of the estimated construction and acquisition costs of $5,271,876 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of August 2, 2021, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

NOTE B – BASIS OF ACCOUNTING

The presentations of cash receipts and disbursements for the projection period and the twelve months ending after project phase 1 completion portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

NOTE C – CASH RECEIPTS

3MJR, LLC is the owner and operating entity for forty-eight buildings intended to house 192 housing units. This projection considers only expected operating results from the first phase of the project consisting of eight buildings housing 32 housing units. Revenue has been determined based on the knowledge and experience of the owners of 3MJR, LLC (and related parties) in the operation of similar facilities in the same locale. The projection assumes 100% occupancy of the 32 housing units at $1,400 per month for 12 months per year.

The projection includes two scenarios dependent on whether or not the tax increment financing (TIF) request is approved. In the event of TIF approval, 3MJR, LLC will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate. Both the TIF financing and real estate taxes are subject to the final determination of assessed value.

NOTE D – CASH DISBURSEMENTS

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project Phase 1 will be financed through $133,722 of capital contributions from the owners of 3MJR, LLC with additional debt incurred to cover the remaining anticipated construction and improvement costs.

NOTE D – CASH DISBURSEMENTS, Continued

Phase 1 TIF debt is based on an initial $936,545 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of $7,165 (annual $85,974) and an interest rate of approximately 4.5%. This debt reflects only that incurred to cover the first phase of the project.

The remaining construction and land acquisition costs, not funded through tax increment financing, will be satisfied with $133,722 of additional capital contributions for land already owned and $4,201,609 of bank debt for the residual obligation. All remaining non-TIF construction debt will have a 20-year term. All loans will have an annual interest rate of approximately 4.5%. Scenarios contemplating the denial of tax increment financing will assume bank debt replacing TIF financing at the same 15-year term and 4.5% annual interest rate as the equivalent TIF financing.

Projected real estate tax is expected to equal the current tax (for the 2020 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for common area water, sewer and utilities; insurance; repairs and maintenance; professional fees; and other costs are all based on the experience of 3MJR, LLC's members and the expected occupancy of the facility.

This projection estimates a taxable loss under all reporting scenarios. Accordingly, in anticipation of passive activity loss limitations restricting the use of said losses, no member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) based on tax law provisions expected to be in effect during the projection period have been considered. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income. Estimated capitalized costs are depreciated under either the straight-line method for 27.5-year life building components or the 150 percent declining balance method for 15-year life paving and improvement components.

3MJR, LLC
Tax Increment Financing Application
Capitalization Rate Analysis

	With Tax Increment Financing	Without Tax Increment Financing
Net operating income	365,374	279,400
Divided by fair market value	4,480,000	4,480,000
Equals capitalization rate	8.16%	6.24%

Exhibit E

COMMUNITY REDEVELOPMENT AUTHORITY

August 10, 2021

Dr. Ken Schroeder
Chief Financial Officer
Grand Island Public Schools
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Dear Dr. Schroeder,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for senior apartments in northwest Grand Island near Shoemaker elementary school.

The application seeks $7,480,048 in TIF assistance for the development of the 192 units of rental housing (96 two bedroom units and 96 three bedroom units) for persons 55 years and older. It is estimated that 32 units will be constructed per year for a period of at least six years. The property is located south of Old Potash Highway west of the North Road.

At present, the proposed timeline for approval would be as follows:

- CRA receives initial application, 4 p.m., September 8.
- Regional Planning Commission holds public hearing 6 p.m., October 6.
- CRA reviews Planning Commission recommendation, 4 p.m. October 13.
- Grand Island City Council holds public hearing and takes action, 7 p.m., October26.
- CRA considers redevelopment contract, 4 p.m. on or after November 10.

Additional notification will be provided to the school board via certified mail prior to the public hearings before both planning commission and council. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP
Director

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 362

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING COMMISSION FOR ITS RECOMMENDATION

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 8th day of September, 2021

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By_________________________
Chairperson

ATTEST:

____
Secretary

3MJR, LLC Jaxson Area 32

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 363

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the “Act”) on a project within Redevelopment Area, from 3MJR, LLC, (The "Developer") for redevelopment of property proposed for platting as Jaxson Subdivision located west of North Road and south of Old Potash Highway, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 5;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 8th day of September, 2021.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA.

By Thomas L. Gdowski
Chairperson

ATTEST:

Secretary

3MJR, LLC Jaxson Area 32

Exhibit 1

Legal Description:
Part of the NE ¼ of the NE ¼ of 23-11-10 (26 acres) in Hall County Nebraska (Parcel 400200929) proposed for platting as Jaxson Subdivision, in the City of Grand Island, Hall County, Nebraska.

3MJR, LLC Jaxson Area 32

Resolution Number 2022-01

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the **"Authority"**), referred **the Redevelopment Plan for the proposed Jaxson Subdivision south of Old Potash Highway and west of North Road-3MJR LLC** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**); and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan finding that this development is consistent with the adopted plan.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: October 6, 2021.

HALL COUNTY REGIONAL PLANNING COMMISSION

By: ______________________
Chair

ATTEST:

By: Leslie E Ruge
Secretary

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 367

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND ISLAND, NEBRASKA; APPROVING A COST BENEFIT ANALYSIS FOR SUCH PROJECT; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Mayor and Council of the City of Grand Island, Nebraska (the **"City"**), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the **"Planning Commission"**), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan (the **"Redevelopment Plan"**), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the "**Authority**") pursuant to an application by *3MJR LLC representing various interests.* (the **"Redeveloper"**), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A,** referred to herein as the Project Area (the **"Project Area"**); and

WHEREAS, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the **"Project"**), in accordance with and as permitted by the Act; and

WHEREAS, the Authority has conducted a cost benefit analysis of the Project (the "**Cost Benefit Analysis**") pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Authority has conducted a Cost Benefit Analysis for the Project, included in the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of $7,460,038 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

Section 4. The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

Section 5. All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 13th day of October 2021.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND NEBRASKA

By: Thomas E. Gdowski
Chair

ATTEST:

By: ______________________
Secretary

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Property being platted as Jaxson Subdivision in the Northeast Quarter of the Northeast Quarter of Section 23, Township 11 North, Range 10 west of the 6th P.M. in the City of Grand Island, Hall County, Nebraska. Parcel Number 400200929

Jaxson Subdivision 3MJR LLC Area 32

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Jaxson Subdivision 3MJR LLC Area 32

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement - 3416 S. Locust St - Bosselman Pump & Pantry, Inc.

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

Staff Contact: **Tim Luchsinger, Stacy Nonhof**

Council Agenda Memo

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

Meeting: November 9, 2021

Subject: Acquisition of Utility Easement – 3416 S. Locust St.– Bosselman Pump and Pantry, Inc.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Bosselman Pump and Pantry, Inc., located through a part of Lot One (1), and Two (2), Bosselman Crossing Subdivision and Lot Three (3) King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska (3416 S. Locust Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Bosselman Pump and Pantry, Inc., has requested a new three phase electrical service for their new Pump & Pantry facility located at 3416 S. Locust Street. In conjunction with new service the Utilities Department is converting the Overhead Electric Primary to Underground at the intersection of US Highway 34 and Locust. Approximately 1,050 linear feet of 6" PVC conduit with 500 mcm cable, approximately 200 linear feet of 4" PVC conduit with 1/0 cable, a 500 KVA three phase transformer and two high voltage terminals will be installed to accommodate the new service and conversion.

Alternatives

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

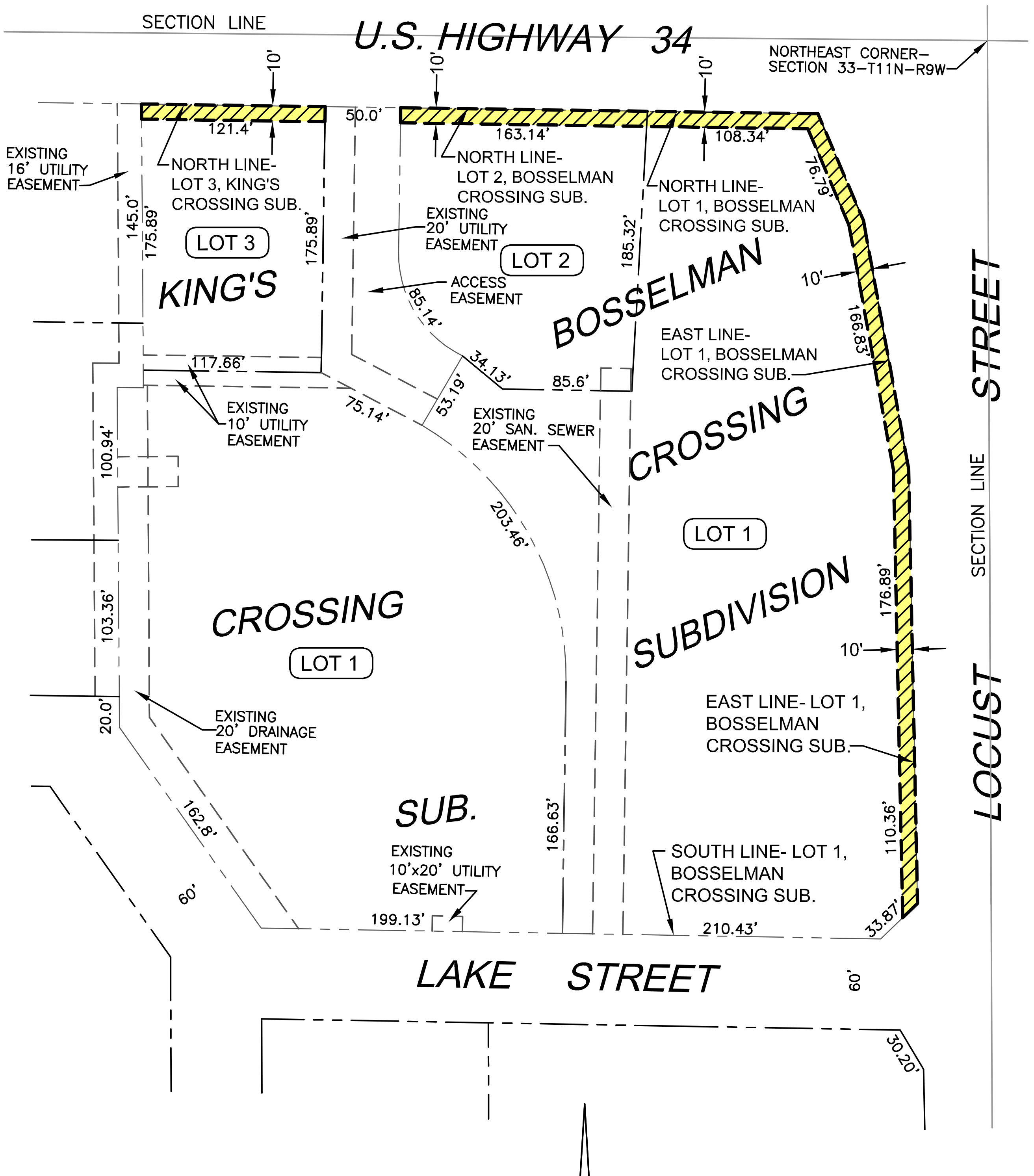
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.


SECTION LINE
U.S. HIGHWAY 34
NORTHEAST CORNER-
SECTION 33-T11N-R9W
10'
10'
10'
121.4'
50.0'
163.14'
108.34'
EXISTING
16' UTILITY
EASEMENT
NORTH LINE-
LOT 3, KING'S
CROSSING SUB.
NORTH LINE-
LOT 2, BOSSELMAN
CROSSING SUB.
NORTH LINE-
LOT 1, BOSSELMAN
CROSSING SUB.
76.79'
145.0'
175.89'
LOT 3
175.89'
EXISTING
20' UTILITY
EASEMENT
LOT 2
185.32'
KING'S
ACCESS
EASEMENT
85.14'
BOSSELMAN
10'
166.83'
EAST LINE-
LOT 1, BOSSELMAN
CROSSING SUB.
STREET
117.66'
34.13'
85.6'
53.19'
75.14'
EXISTING
10' UTILITY
EASEMENT
EXISTING
20' SAN. SEWER
EASEMENT
CROSSING
100.94'
SECTION LINE
203.46'
LOT 1
SUBDIVISION
176.89'
CROSSING
103.36'
LOT 1
10'
EAST LINE- LOT 1,
BOSSELMAN
CROSSING SUB.
LOCUST
20.0'
EXISTING
20' DRAINAGE
EASEMENT
162.8'
SUB.
166.63'
110.36'
EXISTING
10'x20' UTILITY
EASEMENT
SOUTH LINE- LOT 1,
BOSSELMAN
CROSSING SUB.
60'
199.13'
210.43'
33.87'
LAKE STREET
60'
30.20'

LEGEND

▨ INDICATES 10' WIDE UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: KLM | SCALE: 1" = 100'
DATE: 9/9/2021 | FILE: BOSSELMAN

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-5

Public Hearing on Acquisition of Public Easement in Lake Heritage Second Subdivision- 2009 W US Highway 34 (Brian T. & Lori L. Fausch)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Public Hearing on Acquisition of Public Easement in Lake Heritage Second Subdivision- 2009 W US Highway 34 (Brian T. & Lori L. Fausch)

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.

Relocation of the existing septic utility easement at 2009 W US Highway 34 is necessary for construction of a new building at such location. A sketch is attached to show the easement area.

Discussion

To allow for construction of a new building at 2009 W US Highway 34 it is requested that the City of Grand Island acquire a new location for the septic utility easement, according to the attached sketch. At tonight's meeting vacation of a current septic utility easement is also requested.

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the acquisition of the septic utility easement.

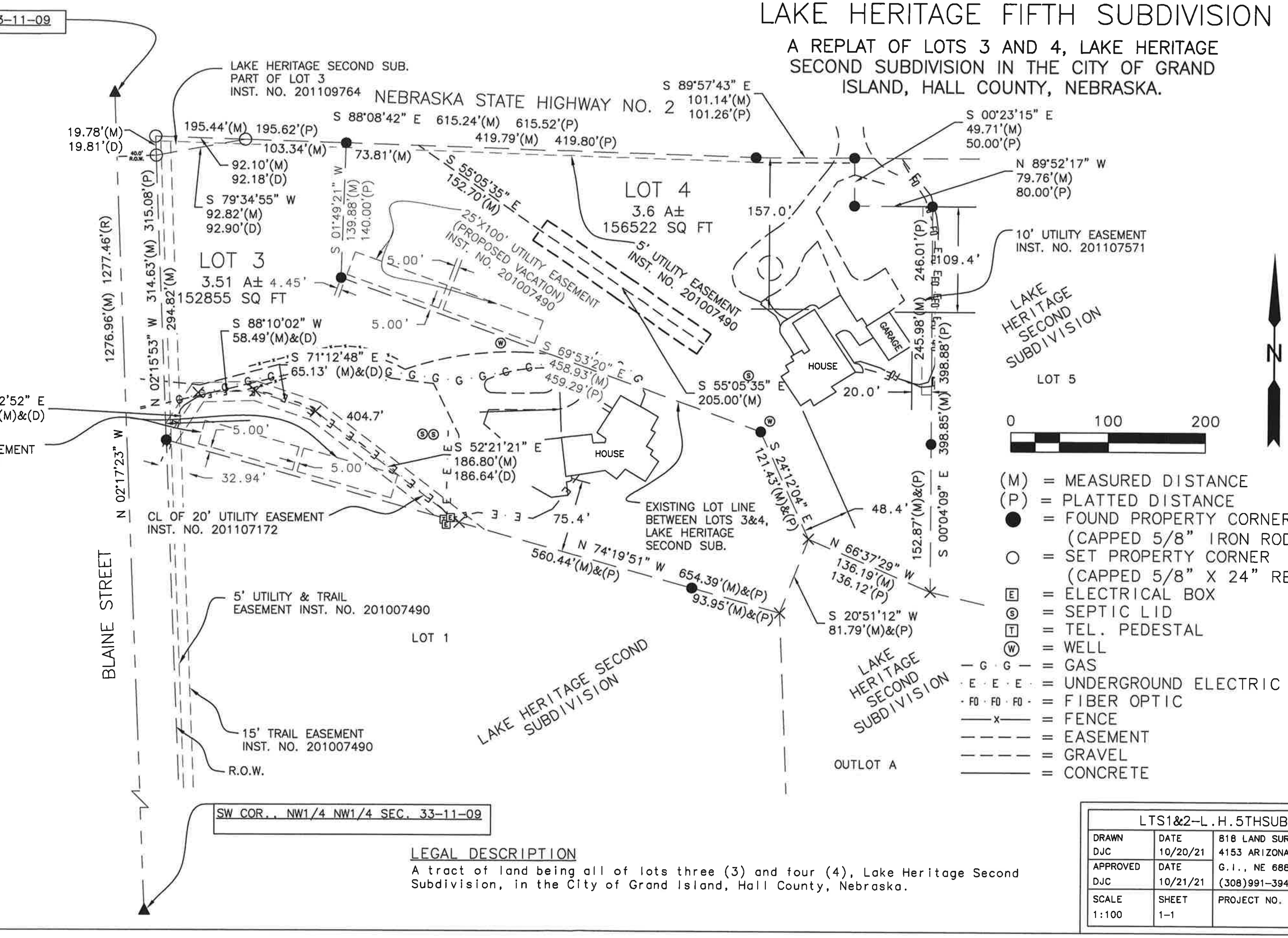
Sample Motion

Move to approve the resolution.

"EASEMENT VACATION & RELOCATION EXHIBIT"

LAKE HERITAGE FIFTH SUBDIVISION

A REPLAT OF LOTS 3 AND 4, LAKE HERITAGE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.



NW COR., NW1/4 SEC. 33-11-09
LAKE HERITAGE SECOND SUB.
PART OF LOT 3
INST. NO. 201109764
NEBRASKA STATE HIGHWAY NO. 2
S 88°08'42" E 615.24'(M) 615.52'(P)
419.79'(M) 419.80'(P)
S 89°57'43" E
101.14'(M)
101.26'(P)
19.78'(M)
19.81'(D)
40.0' R.O.W.
195.44'(M) 195.62'(P)
103.34'(M)
73.81'(M)
92.10'(M)
92.18'(D)
S 79°34'55" W
92.82'(M)
92.90'(D)
S 01°49'21" W
139.88'(M)
140.00'(P)
S 55°05'35" E
152.70'(M)
LOT 4
3.6 A±
156522 SQ FT
157.0'
S 00°23'15" E
49.71'(M)
50.00'(P)
N 89°52'17" W
79.76'(M)
80.00'(P)
10' UTILITY EASEMENT
INST. NO. 201107571
109.4'
246.01'(P)
245.98'(M)
398.88'(P)
398.85'(M)
LAKE HERITAGE SECOND SUBDIVISION
LOT 5
GARAGE
HOUSE
20.0'
25'X100' UTILITY EASEMENT
(PROPOSED VACATION)
INST. NO. 201007490
5' UTILITY EASEMENT
INST. NO. 201007490
1277.46'(R)
1276.96'(M)
315.08'(P)
314.63'(M)
294.82'(M)
N 02°15'53" W
LOT 3
3.51 A±
152855 SQ FT
4.45'
5.00'
5.00'
S 88°10'02" W
58.49'(M)&(D)
S 71°12'48" E
65.13' (M)&(D)
S 69°53'20" E
458.93'(M)
459.29'(P)
S 55°05'35" E
205.00'(M)
N 33°42'52" E
58.74'(M)&(D)
25'X100' UTILITY EASEMENT
INST. NO. 201007490
404.7'
5.00'
5.00'
32.94'
S 52°21'21" E
186.80'(M)
186.64'(D)
HOUSE
N 02°17'23" W
CL OF 20' UTILITY EASEMENT
INST. NO. 201107172
75.4'
EXISTING LOT LINE
BETWEEN LOTS 3&4,
LAKE HERITAGE
SECOND SUB.
S 24°12'04" E
121.43'(M)&(P)
48.4'
152.87'(M)&(P)
S 00°04'09" E
N 74°19'51" W
560.44'(M)&(P)
654.39'(M)&(P)
93.95'(M)&(P)
N 66°37'29" W
136.19'(M)
136.12'(P)
S 20°51'12" W
81.79'(M)&(P)
BLAINE STREET
5' UTILITY & TRAIL
EASEMENT INST. NO. 201007490
LOT 1
LAKE HERITAGE SECOND SUBDIVISION
LAKE HERITAGE SECOND SUBDIVISION
15' TRAIL EASEMENT
INST. NO. 201007490
R.O.W.
OUTLOT A
SW COR., NW1/4 NW1/4 SEC. 33-11-09
0
100
200
N

(M) = MEASURED DISTANCE

(P) = PLATTED DISTANCE

● = FOUND PROPERTY CORNER (CAPPED 5/8" IRON ROD)

○ = SET PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)

E = ELECTRICAL BOX

S = SEPTIC LID

T = TEL. PEDESTAL

W = WELL

— G G — = GAS

· E · E · E · = UNDERGROUND ELECTRIC

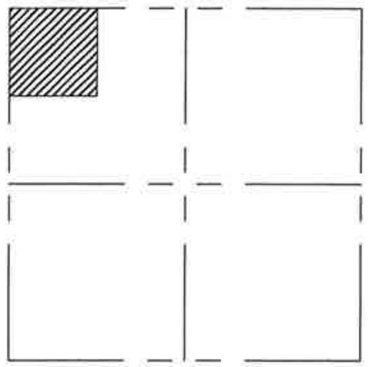
· FO · FO · FO · = FIBER OPTIC

——x—— = FENCE

– – – – = EASEMENT

– – – – = GRAVEL

———— = CONCRETE



LOCATION MAP

SECTION 33-T11N-R9W

LEGAL DESCRIPTION

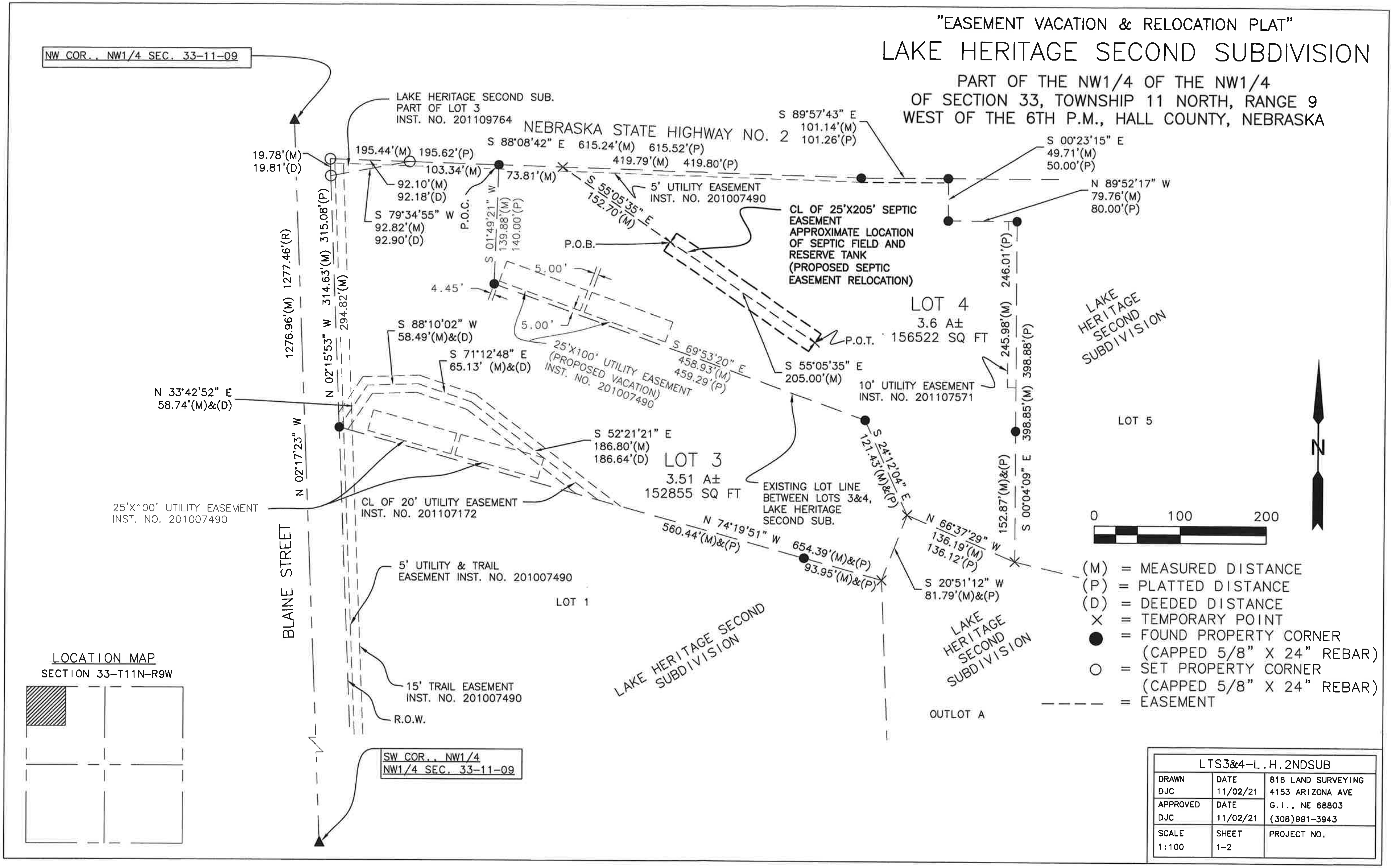
A tract of land being all of lots three (3) and four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

LTS1&2-L.H.5THSUB		
DRAWN DJC	DATE 10/20/21	818 LAND SURVEYING 4153 ARIZONA AVE G.I., NE 68803 (308)991-3943
APPROVED DJC	DATE 10/21/21	
SCALE 1:100	SHEET 1-1	PROJECT NO.

"EASEMENT VACATION & RELOCATION PLAT"

LAKE HERITAGE SECOND SUBDIVISION

PART OF THE NW1/4 OF THE NW1/4
OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 9
WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA


NW COR., NW1/4 SEC. 33-11-09
LAKE HERITAGE SECOND SUB. PART OF LOT 3 INST. NO. 201109764
NEBRASKA STATE HIGHWAY NO. 2
S 88°08'42" E 615.24'(M) 615.52'(P)
419.79'(M) 419.80'(P)
S 89°57'43" E 101.14'(M) 101.26'(P)
S 00°23'15" E 49.71'(M) 50.00'(P)
N 89°52'17" W 79.76'(M) 80.00'(P)
19.78'(M) 19.81'(D)
195.44'(M) 195.62'(P)
103.34'(M)
73.81'(M)
92.10'(M) 92.18'(D)
S 79°34'55" W 92.82'(M) 92.90'(D)
P.O.C.
S 01°49'21" W 139.88'(M) 140.00'(P)
S 55°05'35" E 152.70'(M)
5' UTILITY EASEMENT INST. NO. 201007490
P.O.B.
CL OF 25'X205' SEPTIC EASEMENT APPROXIMATE LOCATION OF SEPTIC FIELD AND RESERVE TANK (PROPOSED SEPTIC EASEMENT RELOCATION)
P.O.T.
LOT 4 3.6 A± 156522 SQ FT
5.00'
4.45'
5.00'
S 69°53'20" E 458.93'(M) 459.29'(P)
25'X100' UTILITY EASEMENT (PROPOSED VACATION) INST. NO. 201007490
S 55°05'35" E 205.00'(M)
10' UTILITY EASEMENT INST. NO. 201107571
246.01'(P)
245.98'(M) 398.88'(P)
398.85'(M)
152.87'(M)&(P)
S 00°04'09" E
LAKE HERITAGE SECOND SUBDIVISION
LOT 5
1276.96'(M) 1277.46'(R)
N 02°15'53" W 314.63'(M) 315.08'(P)
294.82'(M)
N 02°17'23" W
S 88°10'02" W 58.49'(M)&(D)
S 71°12'48" E 65.13' (M)&(D)
N 33°42'52" E 58.74'(M)&(D)
S 52°21'21" E 186.80'(M) 186.64'(D)
LOT 3 3.51 A± 152855 SQ FT
EXISTING LOT LINE BETWEEN LOTS 3&4, LAKE HERITAGE SECOND SUB.
S 24°12'04" E 121.43'(M)&(P)
25'X100' UTILITY EASEMENT INST. NO. 201007490
CL OF 20' UTILITY EASEMENT INST. NO. 201107172
N 74°19'51" W 560.44'(M)&(P)
654.39'(M)&(P)
93.95'(M)&(P)
N 66°37'29" W 136.19'(M) 136.12'(P)
S 20°51'12" W 81.79'(M)&(P)
BLAINE STREET
5' UTILITY & TRAIL EASEMENT INST. NO. 201007490
LOT 1
LAKE HERITAGE SECOND SUBDIVISION
LAKE HERITAGE SECOND SUBDIVISION
OUTLOT A
15' TRAIL EASEMENT INST. NO. 201007490
R.O.W.
SW COR., NW1/4 NW1/4 SEC. 33-11-09
LOCATION MAP
SECTION 33-T11N-R9W
N
0
100
200
(M) = MEASURED DISTANCE
(P) = PLATTED DISTANCE
(D) = DEEDED DISTANCE
× = TEMPORARY POINT
● = FOUND PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
○ = SET PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
---- = EASEMENT
LTS3&4-L.H.2NDSUB
DRAWN DJC
DATE 11/02/21
APPROVED DJC
DATE 11/02/21
SCALE 1:100
SHEET 1-2
818 LAND SURVEYING 4153 ARIZONA AVE G.I., NE 68803 (308)991-3943
PROJECT NO.

"EASEMENT VACATION & RELOCATION LEGAL DESCRIPTIONS"

LAKE HERITAGE SECOND SUBDIVISION

PART OF THE NW1/4 OF THE NW1/4
OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 9
WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA

LEGAL DESCRIPTION (25' X 100' UTILITY EASEMENT VACATION)

Two (2) tracts of land being 25 feet wide by 100 feet in length located in Lot four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, as show on a plat filed in the office of the Hall County Register of Deeds, Instrument Number 0201007490, the two (2) 25 feet by 100 feet strips of land, lying 5.00 feet northerly of the following described sideline: COMMENCING at a 1/2" pipe at the Northwest corner of said Lot four (4); thence S 01°49'21" W on the West line of said Lot four (4), and all bearings contained herein are relative thereto, a distance of 139.88 feet to a 1/2" pipe; thence S 69°53'20" E, a distance of 4.45 feet to the POINT OF BEGINNING of said sideline for tract (1); thence S 69°53'20" E a distance of 100.00 feet to the end of the first tract of land; thence S 69°53'20" E, a distance of 5.00 feet to the POINT OF BEGINNING of said sideline for tract two (2); thence S 69°53'20" E, a distance of 100.00 feet to the end of tract two (2).
The above described tracts of land being using for a Utility Easement containing a total of 0.11 Acres more of less.

LEGAL DESCRIPTION (SEPTIC UTILITY EASEMENT)

A strip of land being 25 feet wide septic utility easement located in Lot four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, the center line of which is more particularly described as follows: COMMENCING at a 1/2" pipe at the Northwest corner of said Lot four (4); thence S 88°08'42" E on the North line of said Lot four (4), and all bearings contained herein are relative thereto, a distance of 73.81 feet to a point on the North line of said Lot four (4); thence S 55°05'35" E a distance of 152.70 feet to the POINT OF BEGINNING; thence S 55°05'35" E a distance of 205.00 feet to the POINT OF TERMINATION.
The above described easement containing a total of 0.12 Acres more of less.

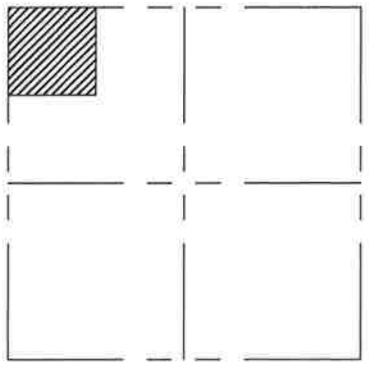
SURVEYOR'S CERTIFICATE

I, Dylan Campbell, Nebraska Registered Land Surveyor No. 818, do hereby certify that on September 22, 2021, I surveyed the above platted and described tract of land using known and record monuments. All information shown hereon is true and correct to the best of my knowledge and belief.

Dylan Campbell
Nebraska R.L.S. No. 818

11/02/21
LS-818
DYLAN J. CAMPBELL

LOCATION MAP
SECTION 33-T11N-R9W



LTS3&4-L.H.2NDSUB		
DRAWN DJC	DATE 11/02/21	818 LAND SURVEYING 4153 ARIZONA AVE
APPROVED DJC	DATE 11/02/21	G.I., NE 68803 (308)991-3943
SCALE 1:100	SHEET 2-2	PROJECT NO.

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-6

Public Hearing on Acquisition of Public Drainage Easement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 (The Leiser Trust- North of Faidley Avenue; East of North Road)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Public Hearing on Acquisition of Public Drainage Easement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 (The Leiser Trust- North of Faidley Avenue; East of North Road)

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

Background

The North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 is for the improvement of North Road from just north of the intersection with Old Potash Highway to the intersection with 13th Street. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project.

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

Discussion

A public drainage easement is needed to accommodate the roadway improvements along North Road. The property owner has signed the necessary documents to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

Property Owner	*Legal Description*	*Amount*
The Leiser Trust	AN EASEMENT IN THE WEST ½ NORTHWEST ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST ½ NORTHWEST ¼, THENCE N89°14'43"W, A DISTANCE OF THIRTY THREE (33) FEET TO THE ACTUAL POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE WEST ½ NORTHWEST ¼ ON A BEARING OF N89°14'43"E, A DISTANCE OF ONE HUNDRED THIRTY THREE (133) FEET; THENCE N01°24'14"W, A DISTANCE OF THIRTY (30) FEET; THENCE S89°14'43", A DISTANCE OF ONE HUNDRED THIRTY THREE (133) FEET; THENCE S01°24'14"E, A DISTANCE OF THIRTY (30) FEET TO THE POINT OF BEGINNING, CONTAINING 3990.00 SQUARE FEET MORE OR LESS.	$3,450.00

Alternatives

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

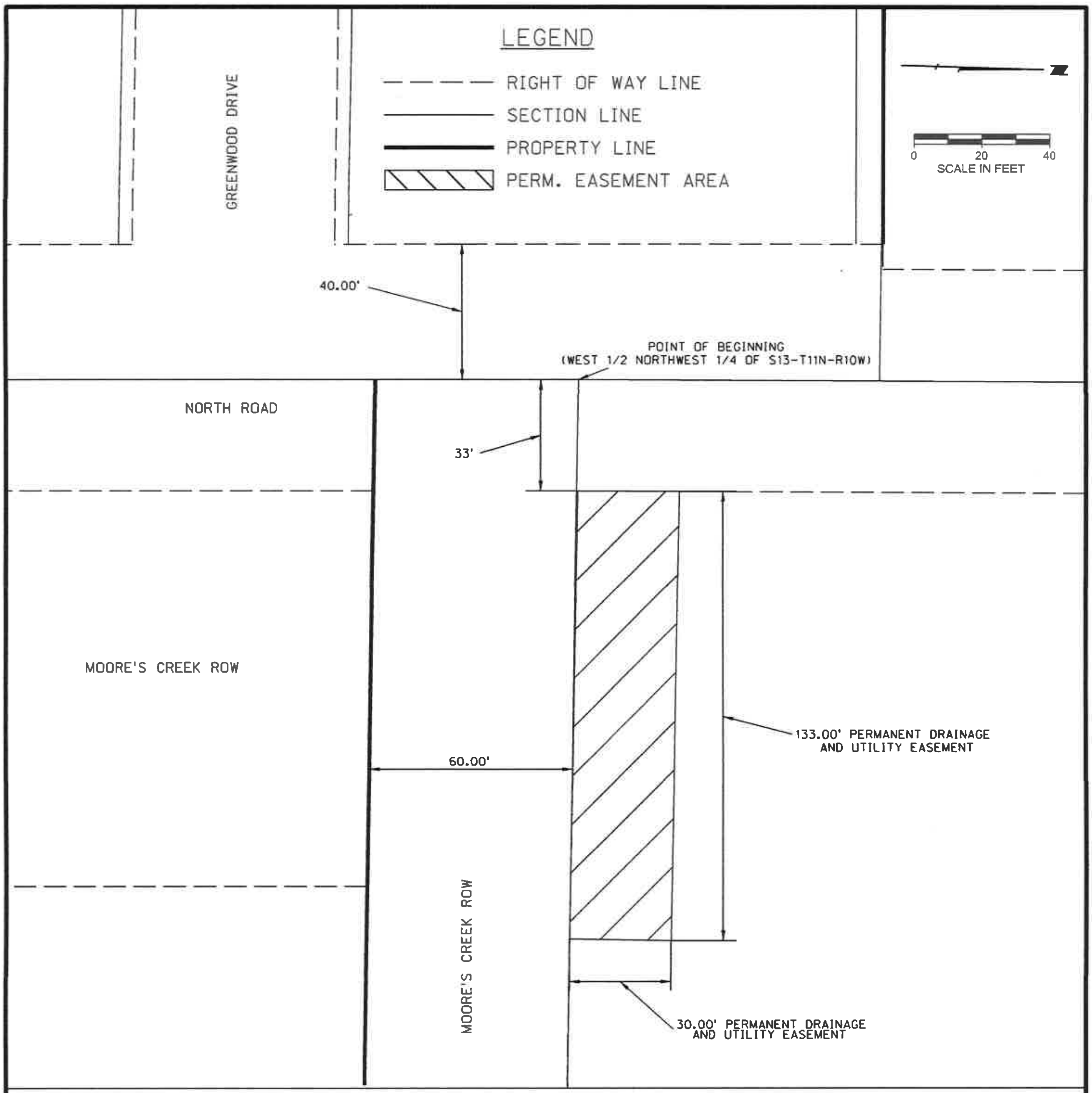
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public drainage easement from the affected property owner for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6, in the amount of $3,450.00.

Sample Motion

Move to approve the acquisition.


LEGEND
RIGHT OF WAY LINE
SECTION LINE
PROPERTY LINE
PERM. EASEMENT AREA
0
20
40
SCALE IN FEET
GREENWOOD DRIVE
40.00'
POINT OF BEGINNING
(WEST 1/2 NORTHWEST 1/4 OF S13-T11N-R10W)
NORTH ROAD
33'
MOORE'S CREEK ROW
133.00' PERMANENT DRAINAGE
AND UTILITY EASEMENT
60.00'
MOORE'S CREEK ROW
30.00' PERMANENT DRAINAGE
AND UTILITY EASEMENT

PERMANENT DRAINAGE AND UTILITY EASEMENT DESCRIPTION

AN EASEMENT IN THE WEST 1/2 NORTHWEST 1/4 OF SECTION 13 TOWNSHIP 11 NORTH RANGE 10 WEST OF THE 6th P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST 1/2 NORTHWEST 1/4, THENCE N 89°14'43" W, A DISTANCE OF THIRTY THREE (33.00') FEET TO THE ACTUAL POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE WEST 1/2 NORTHWEST 1/4 ON A BEARING OF N 89°14'43" E, A DISTANCE OF ONE HUNDRED THIRTY THREE(133.00') FEET; THENCE N 01°24'14" W, A DISTANCE OF THIRTY (30.00') FEET; THENCE S 89°14'43", A DISTANCE OF ONE HUNDRED THIRTY THREE (133.00') FEET; THENCE S 01°24'14" E, A DISTANCE OF THIRTY (30.00') FEET TO THE POINT OF BEGINNING, CONTAINING 3990.000 SQUARE FEET MORE OR LESS

EXHIBIT
PROJECT NO: 111894.01
DATE: JAN. 2021

NORTH ROAD ROADWAY IMPROVEMENT NO. 2019-P-6

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT
engineers · scientists · planners

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item E-7

Public Hearing on Acquisition of 3051 South Locust Street for Lift Station No. 17 (Delvin Wayne Vanosdall)

Council action will take place under Consent Agenda item G-14.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Public Hearing on Acquisition of 3051 South Locust Street for Lift Station No. 17 (Delvin Wayne Vanosdall)

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

Background

Lift Station No. 17 Improvements; Project No. 2021-S-9 is for the relocation and construction of a new sanitary sewer lift station that will replace the existing lift station which is currently located north of the intersection of South Locust Street and Exchange Road, on the west side of South Locust Street. Due to lack of space, the replacement lift station will be moved to the east side of South Locust Street. Along with a new lift station, new force main will need to be installed such that the discharge location will outlet to manhole 287 just east of the existing lift station. Also included will be the associated paving, sidewalk, traffic control and all other items needed to complete the project.

Delvin Wayne Vanosdall approached the City about potentially acquiring 3051 South Locust Street, which is a suitable location for Lift Station No. 17. Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council.

Discussion

Delvin Wayne Vanosdall has executed the necessary documents for the City to acquire 3051 South Locust Street, as a donation to the City. The only cost involved by the City is $125.00 for the Title Insurance Search.

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

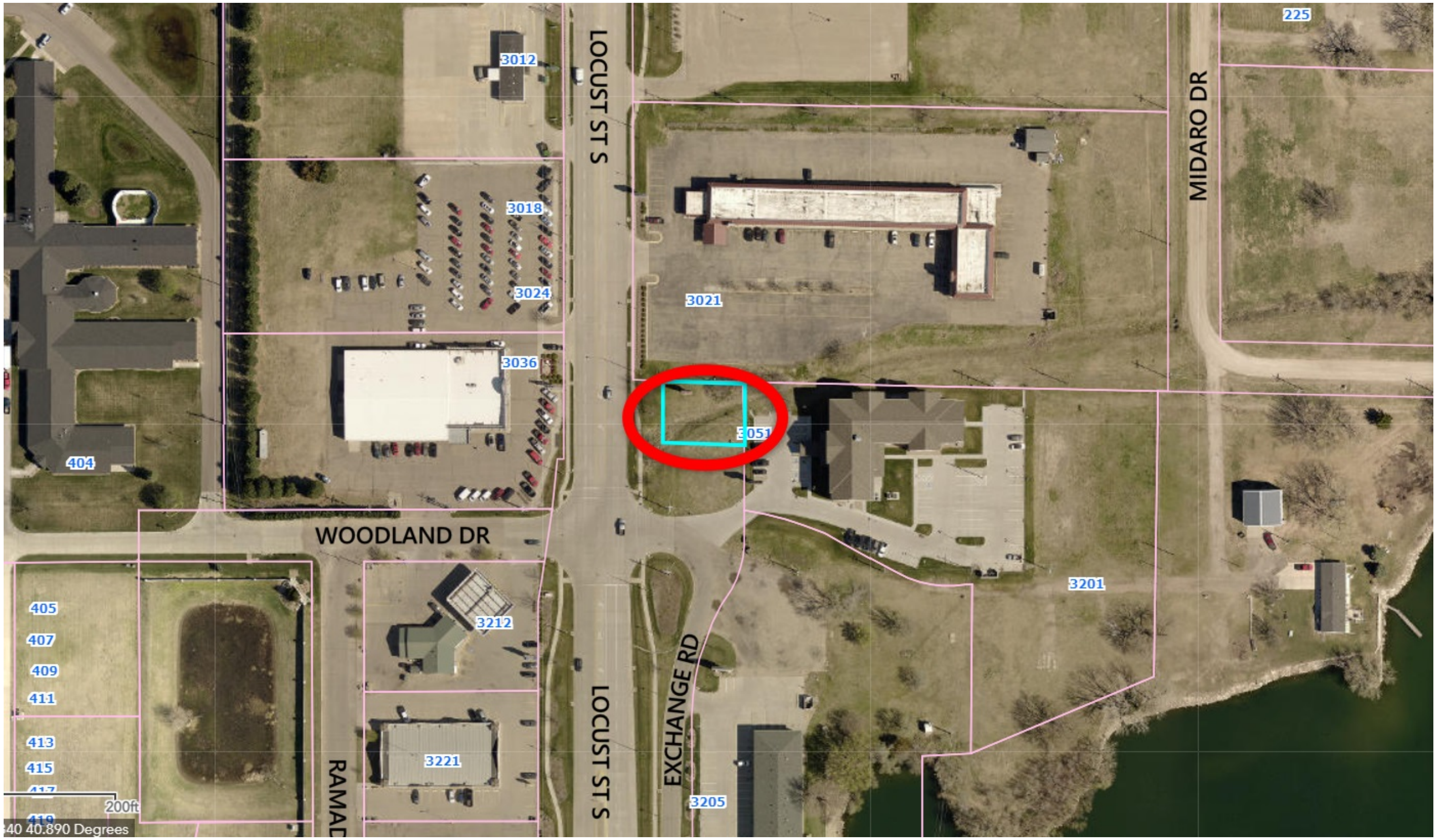
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the acceptance of 3051 South Locust Street by donation from the landowner.

Sample Motion

Move to approve the acceptance of the detention cell land.


3012
LOCUST ST S
225
MIDARO DR
3018
3024
3021
3036
3051
404
WOODLAND DR
3201
405
407
409
411
413
415
3212
3221
RAMAD
LOCUST ST S
EXCHANGE RD
3205
200ft
40 40.890 Degrees

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-1

#9855 - Consideration of Approving Zoning Change for Property located at 817 West 5th Street from R4-High Density Residential to B2-General Business (Veronica Ramos) (Second and Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 9, 2021

Subject: Change of Zoning from R4 High Density Residential to B2 General Business

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

Background

The owners of 817 W. 5th Street are requesting that the zoning on property be changed from R4 High Density Residential to B2 General Business. The owners of the adjacent property on the corner of 5th and Eddy are making improvements to their parking lot. Based on the current zoning of the two properties this would require a buffer between the existing house on 817 W. 5th and the new parking lot. The owners of 817 W. 5th would rather have a newly paved parking lot than the existing gravel parking lot and are willing to work with the their neighbors.

Discussion

At the regular meeting of the Regional Planning Commission, held October 6, 2021 the above item was considered following a public hearing.

> O'Neill opened the public hearing:
>
> Nabity stated the rezoning of one lot 817 W. 5th Street from R4 High Density Residential to B2 General Business. The property does have a house on it and the owner of the property has consented to having his property rezoned. The request is on behave the business owner located at 817 W. 5th Street. The business owner is improving her property and pouring a concrete parking lot adjacent to 817 W. 5th and this rezoning would allow her to improve her parking lot to the property line. The Regional Planning Department staff is recommending approval.
>
> O'Neill closed the public hearing:
>
> A motion was made by Randone and second by Rubio to recommend approval of rezoning of property located south of 5th Street and west of Eddy Street and is addressed 817 W. 5th Street.

> The motion was carried with eight members voting yes (O'Neill, Ruge, Olson, Monter, Rainforth, Rubio, Robb and Randone) with no members voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

1. Approve the comprehensive plan amendment and rezoning request as presented
2. Modify the comprehensive plan amendment and rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance as presented.

Agenda Item 9

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:
September 24, 2021

SUBJECT: *Zoning Change* (C-06-2022GI)

PROPOSAL: The Regional Planning Department staff is recommending a change of zoning be considered for property located at 817 W 5TH Street. An application has been made to rezone BLK 16 LOT 3 of Rollins Addition located south of 5TH Street and east Eddy Street from **R4** High Density Residential to **B2** General Business Zone.

OVERVIEW:

Site Analysis

Current zoning designation: **R4-** High Density Residential

Permitted and conditional uses: **R4**- Residential uses at a density of 43 dwelling units per acre with 60% coverage, recreational uses, non-profit and institutional uses along with agricultural use

Comprehensive Plan Designation: Mixed Use Commercial

Existing land uses. Residential Use

Proposed Zoning Designation **B2-** General Business Zone

Intent of zoning district: **B2:** The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

Permitted and conditional uses: **B2:** Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Adjacent Properties Analysis

Current zoning designations: **North and West: R4-** High Density Residential,
South and East: B2- General Business Zone,

Intent of zoning district: **R4:** The intent of this zoning district is to provide for residential uses at a maximum density of forty-three dwelling units per acre with supporting community facilities. This zoning district is also used as a transitional zone between lower density residential zones and office, business, or manufacturing zones.

B2: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

Permitted and conditional uses: **R4**: Residential uses at a density of 43 dwelling units per acre with 60% coverage, recreational uses, elderly housing, group care home for less than eight (8) individuals, non-profit and institutional uses along with agricultural use

B2: Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Existing land uses:
North: Residential
South: Residential
East: Commercial
West: Residential

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan*: The subject property is designated for Mixed Use Commercial a combination of commercial and residential uses.
- Consistent with the existing Commercial development: This property is near a high volume corridor; the proposal will act as traffic barrier for residential neighborhoods.
- *Walkable Communities*: The proposal will allow for future commercial developments to be relatively close to homes, allowing for easy access and short walkable trips for residents.
- *Consistent with existing uses:* This change is consistent with the existing uses in the area.

Negative Implications:

- *None foreseen*.

Other Considerations

This proposal is consistent with the 2004 comprehensive plan. The proposed property has been designated possible commercial and residential uses as shown below on the Future Land Use Map for the City of Grand Island.

RECOMMENDATION:

That the Regional Planning Commission recommends that the Grand Island City Council change the zoning on this site from R4 – High Density Residential to B2 General Business.

___________________ Chad Nabity

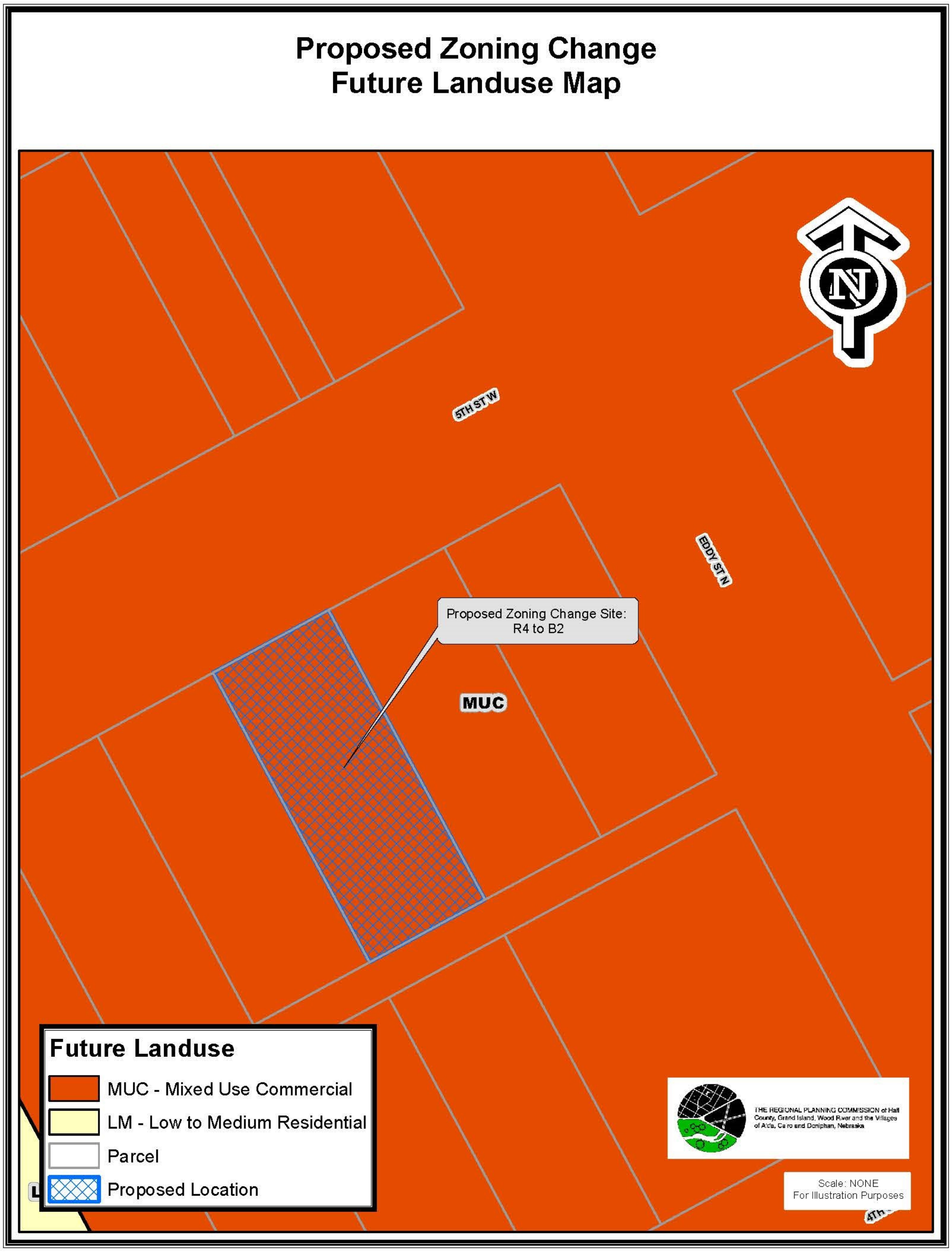

Proposed Zoning Change
Future Landuse Map
5TH ST W
EDDY ST N
Proposed Zoning Change Site:
R4 to B2
MUC
Future Landuse
MUC - Mixed Use Commercial
LM - Low to Medium Residential
Parcel
Proposed Location
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska
Scale: NONE
For Illustration Purposes
4TH

Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan

ORDINANCE NO. 9855

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of Lot 2 Block 16 of Rollins Addition to the City of Grand Island, Hall County, Nebraska, from R-4 High Density Residential to B-2 General Business as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on October 6, 2021, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on October 26, 2021, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from R-4 High Density Residential to B-2 General Business Zone;

A TRACT OF LAND CONSISTING OF ALL OF LOT THREE BLOCK SIXTEEN (16) ROLLINS ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

SECTION 2. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 9, 2021

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-2

#9856 - Consideration of Approving Zoning Change for Property located West of North Road and South of Old Potash Highway from LLR-Large Lot Residential to RD-Residential Development (Rhoads Enterprises, Inc.) (Second and Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 9, 2021

Subject: Change of Zoning from LLR Large Lot Residential Zone to RD Residential Development Zone

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

Background

The proposed owners of 26 acres located south of Old Potash Highway and west of North Road are requesting that the zoning on property be changed from LLR Large Lot Residential to RD Residential Development Zone. The proposal is to build 192 units of single story apartments in three and five unit buildings on this property. A preliminary plat for the whole development is included in with the application along with renderings and elevations of the propose buildings. A final plat for the first phase of the development is also included for approval. Tax Increment Financing has been requested for this project and the redevelopment plan will be considered at the November 9, 2021 meeting.

Discussion

At the regular meeting of the Regional Planning Commission, held October 6, 2021 the above item was considered following a public hearing.

> O'Neill opened the public hearings on Items 4 (redevelopment plan) and 5 (rezoning and subdivision) together:
>
> Nabity stated city council approved the CRA Area #32, declared it blighted and substandard and made it eligible for Tax increment financing. The project is consistent with the future land use map and the proposed zoning for this are within the City of Grand Island. The property is planned for low to medium density residential zoning and the 7.38 units per acre fall in the mid-range between 4 and 14 units per acre. The proposed use for age restricted residential development at this location appears to be supported by the plan.
>
> Nabity stated the zoning change is from LLR – Large Lot Residential to RD Residential Development. The proposed development is consistent with the City's Comprehensive Plan. This development will add age restricted housing for 55+

individuals. The 2020 Grand Island Housing Study identified a need for 459 senior housing units to be constructed between 2020 and 2025.

Zack Butz testified that the rezoning is consistent with the comprehensive plan and that this development as proposed for age restricted housing will provide needed housing in Grand Island and have a minimal impact on the school system. He was also available for questions.

Bruce Schreiner testified that this project is not financially feasible without the use of TIF based on the proposed rental and occupancy rates and was available for questions.

Josh Rhoads available was for questions.

O'Neill closed the hearings:

A motion was made by Monter and second by Rubio to recommend approval of Redevelopment Plan CRA Area #32 to allow for redevelopment of property located south of Old Potash Highway and west of North Road in Grand Island, Hall County, Nebraska and approve Resolution 2022-01.

The motion was carried with eight members voting yes (O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Rubio, and Randone) and no members voting no.

A motion was made by Robb and second by Rainforth to recommend approval of rezoning and subdivision in Northeast Quarter of Northeast Quarter of Section 23, Township 11 North, Range 10 west from LLR-Large Lot Residential to RD Residential Development.

The motion carried with eight members voting yes (Ruge, O'Neill, Olson, Robb, Monter, Rubio, Rainforth, and Randone) and no members voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue
4. Deny the application

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

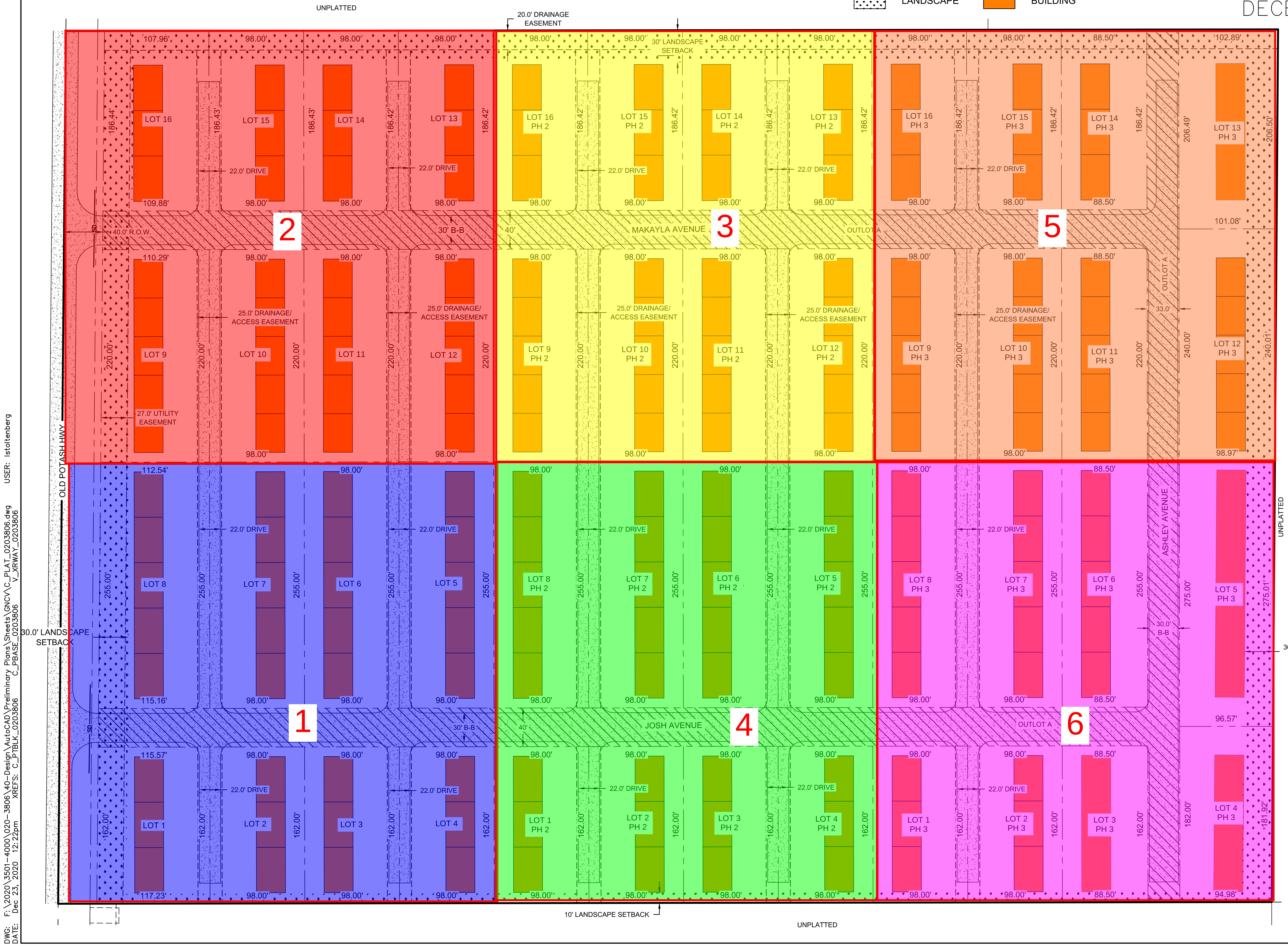
Move to approve the ordinance as presented.

JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

SHEET 1 OF 3
LOT LAYOUT

LEGEND:

▒	PAVEMENT	▨	OUTLOT
⁘	LANDSCAPE	🟧	BUILDING



UNPLATTED
20.0' DRAINAGE EASEMENT
30' LANDSCAPE SETBACK
OLD POTASH HWY
30.0' LANDSCAPE SETBACK
40.0' R.O.W.
30' B-B
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
OUTLOT A
40'
33.0'
30.0' B-B
22.0' DRIVE
25.0' DRAINAGE/ ACCESS EASEMENT
27.0' UTILITY EASEMENT
30.00' LANDSCAPE SETBACK
10' LANDSCAPE SETBACK
UNPLATTED
1
2
3
4
5
6
LOT 16
LOT 15
LOT 14
LOT 13
LOT 9
LOT 10
LOT 11
LOT 12
LOT 8
LOT 7
LOT 6
LOT 5
LOT 1
LOT 2
LOT 3
LOT 4
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
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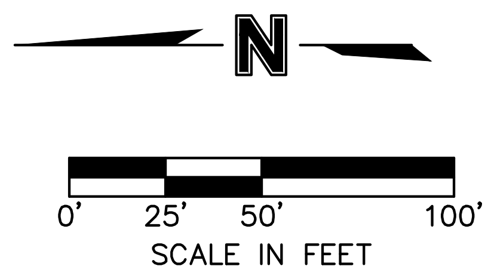
LOT 4 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
107.96'
109.88'
110.29'
112.54'
115.16'
115.57'
117.23'
98.00'
88.50'
102.89'
101.08'
98.97'
96.57'
94.98'
186.44'
186.43'
186.42'
206.49'
206.50'
220.00'
240.00'
240.01'
255.00'
275.00'
275.01'
162.00'
182.00'
181.92'



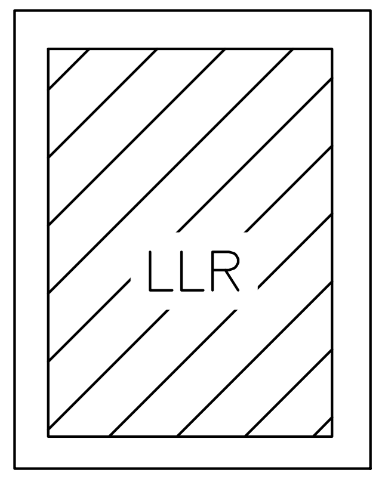
N
0'
25'
50'
100'
SCALE IN FEET

SUBDIVISION
AREA= 26.023 ACRES

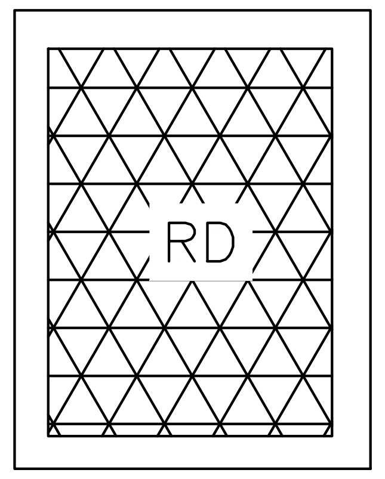
LOT USAGE
48 LOTS
1 OUTLOT

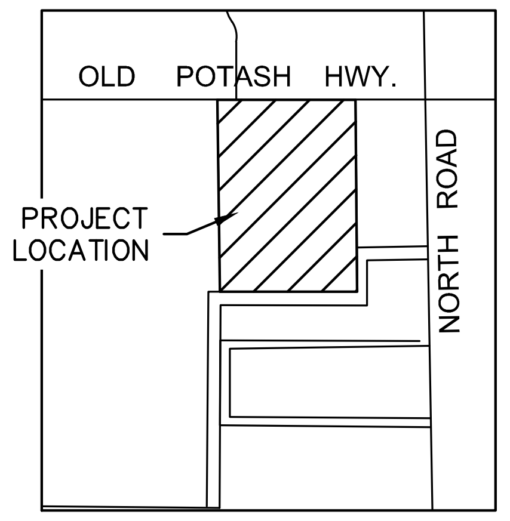
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

EXISTING ZONING



PROPOSED ZONING





OLD POTASH HWY.
PROJECT LOCATION
NORTH ROAD

LOCATION MAP
NOT TO SCALE

DWG: F:\2020\3501-4000\020-3806\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\C_PLAT_0203806.dwg
DATE: Dec 23, 2020 12:22pm XREFS: C_PTBLK_0203806 C_PBASE_0203806 V_XRWAY_0203806
USER: lstoltenberg

olsson
201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

LOT LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

drawn by: AT
checked by: BD
approved by: BD
QA/QC by: AT
project no.: 20-3806
drawing no.:
date: 12.18.2020

SHEET
1 of 3

Agenda Item # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:
September 28, 2021

SUBJECT: *Zoning Change* (C-02-2021GI)

PROPOSAL: *Change of Zoning for property, proposed for platting as Jaxson Subdivision, 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., in Hall County, Nebraska. Located south of Old Potash Highway and west of North Road in Grand Island, Nebraska. (17 lots, 26.029 acres), from LLR Large Lot Residential and RD Residential Development (C-02-2021GI)*

OVERVIEW:

Site Analysis

Current zoning designation:	**LLR** Large Lot Residential Zone
Permitted and conditional uses:	**LLR** Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre. Minimum lot size 20,000 square feet.
Comprehensive Plan Designation:	Low to Medium Density Residential Use
Existing land uses.	Farm Ground

Adjacent Properties Analysis

Current zoning designations:	**North, South & East**: LLR- Large Lot Residential **West** R2- Low Density Residential
Permitted and conditional uses:	**LLR** Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre. Minimum lot size 20,000 square feet. **R2** Residential uses at a density of 7 dwelling units per acre.
Comprehensive Plan Designation:	**North, South, East & West:** Low to Medium Density Residential Use
Existing land uses:	**North & South:** Single Family Residential **East:** Vacant Owned the City for Drainage/Detention between this property and North Road. **West**: Farm Ground

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan*: The subject property is designated for Low to Medium Density Residential. The proposed density is 7.38 units per acre.
- *Accessible to Existing Municipal Infrastructure*: Water and sewer services are available to service the area. Sanitary sewer and water are both available along the north side of the property.
- *Provides Additional Housing Opportunities:* This development will add age restricted housing for 55+ individuals. The 2020 Grand Island Housing Study identified a need for 459 senior housing units (222 owner occupied and 237 rental units) to be constructed between 2020 and 2025. This development will result in 192 senior rental units the next 6-12 years.
- *Is infill development.* This development is using property that is within the existing functional and legal boundaries of the City of Grand Island.
- *Monetary Benefit to Applicant*: Would allow the applicant to develop this property.

Negative Implications:

- *Additional Traffic on Old Potash Highway.* The proposed subdivision would have two drives onto Old Potash Highway and all traffic produced by the development will enter and exit onto this street. The street is a section line road and an arterial street intended for this type and level of traffic.

Other

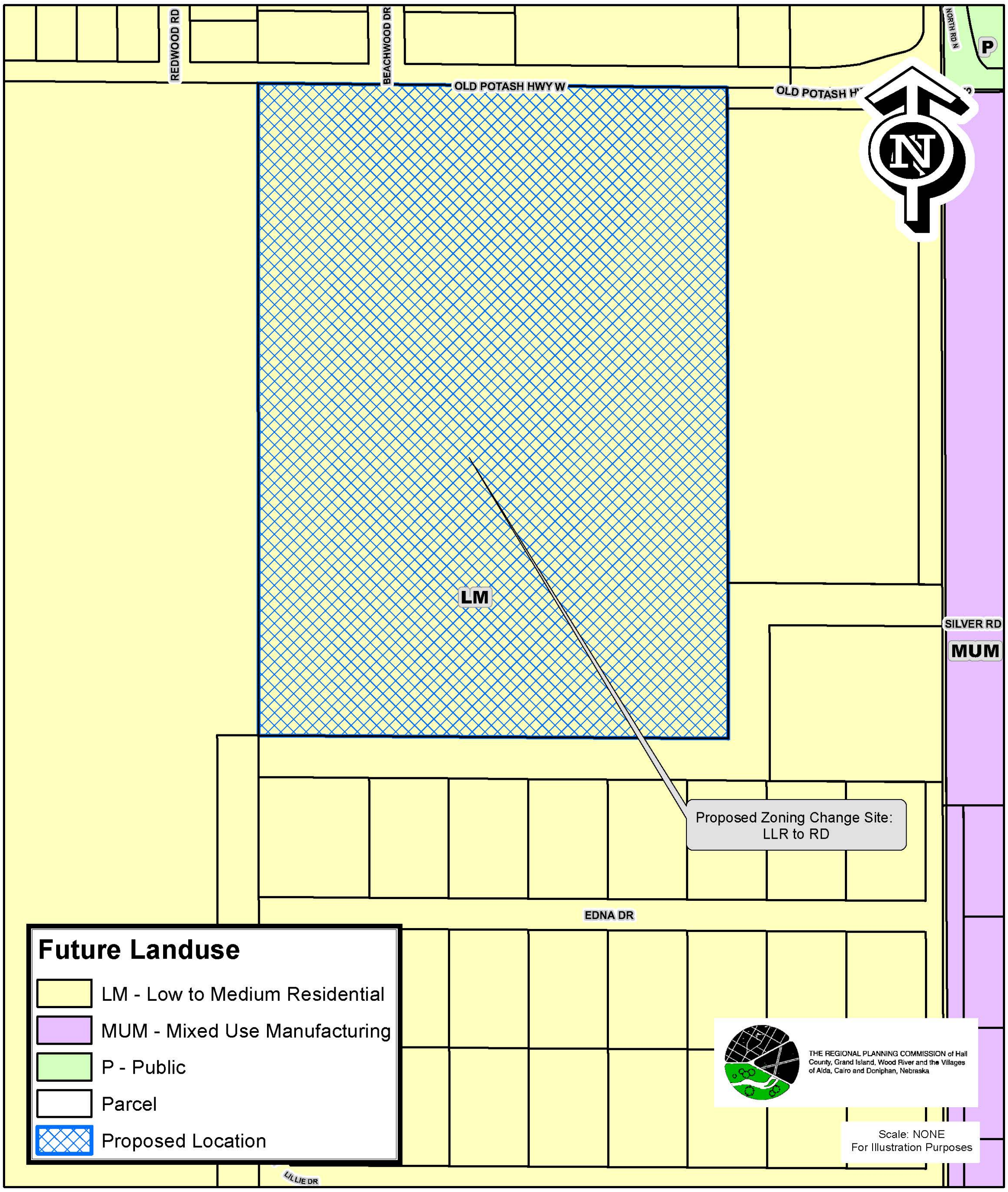
RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City approve the change of zoning from **LLR** Large Lot Residential Zone to **RD** Residential Development Zone as presented along with the Preliminary and Final Plats for Jaxson Subdivision.

___________________ Chad Nabity AICP, Planning Director

Proposed Zoning Change
Future Landuse Map

Proposed Jaxson Subdivision


REDWOOD RD
BEACHWOOD DR
NORTH RD N
P
OLD POTASH HWY W
OLD POTASH HW
N
LM
SILVER RD
MUM
EDNA DR
LILLIE DR
Future Landuse
LM - Low to Medium Residential
MUM - Mixed Use Manufacturing
P - Public
Parcel
Proposed Location
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

Proposed Zoning Change Site:
LLR to RD

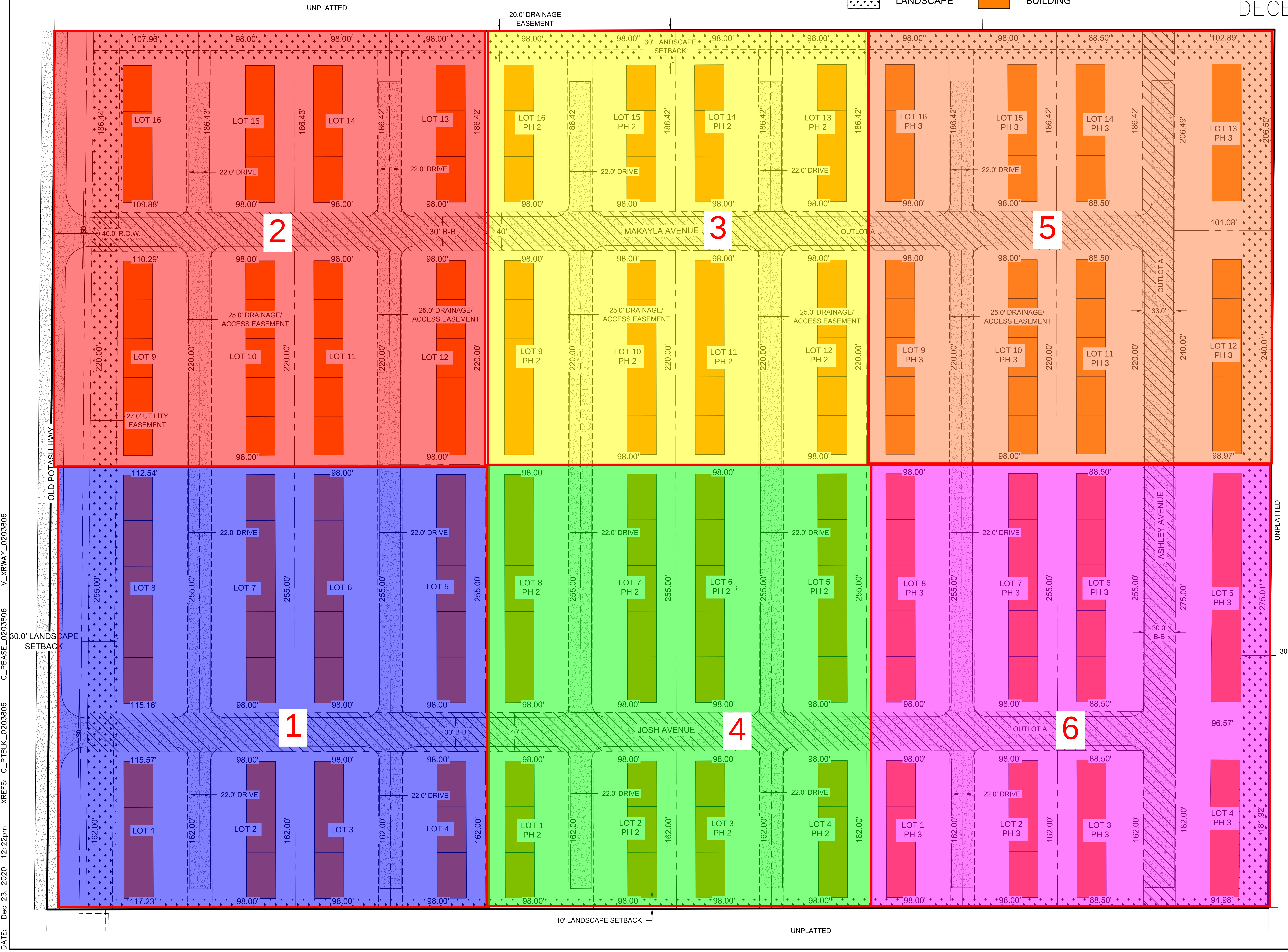
Scale: NONE
For Illustration Purposes

olsson®

JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

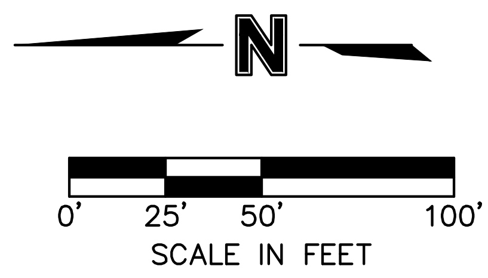
LEGEND:

▨	PAVEMENT	▨	OUTLOT
▨	LANDSCAPE	🟧	BUILDING



UNPLATTED
20.0' DRAINAGE EASEMENT
30' LANDSCAPE SETBACK
OLD POTASH HWY
30.0' LANDSCAPE SETBACK
40.0' R.O.W.
30' B-B
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
OUTLOT A
22.0' DRIVE
25.0' DRAINAGE/ ACCESS EASEMENT
27.0' UTILITY EASEMENT
30.00' LANDSCAPE SETBACK
10' LANDSCAPE SETBACK
UNPLATTED
1
2
3
4
5
6
LOT 16
LOT 15
LOT 14
LOT 13
LOT 9
LOT 10
LOT 11
LOT 12
LOT 8
LOT 7
LOT 6
LOT 5
LOT 1
LOT 2
LOT 3
LOT 4
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
LOT 1 PH 2
LOT 2 PH 2
LOT 3 PH 2
LOT 4 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
107.96'
98.00'
88.50'
102.89'
109.88'
110.29'
101.08'
98.97'
112.54'
115.16'
115.57'
117.23'
96.57'
94.98'
186.44'
186.43'
186.42'
206.49'
206.50'
220.00'
240.00'
240.01'
255.00'
275.00'
275.01'
162.00'
182.00'
181.92'
33.0'
30.0' B-B
40'

SHEET 1 OF 3
LOT LAYOUT



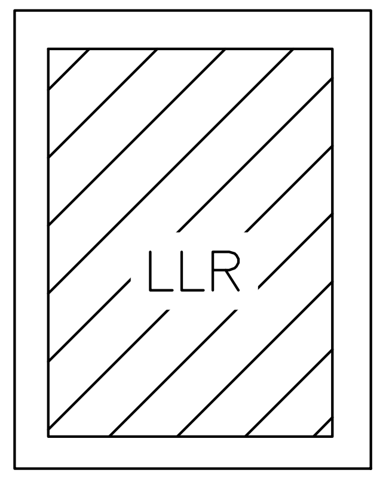
N
0'
25'
50'
100'
SCALE IN FEET

SUBDIVISION
AREA= 26.023 ACRES

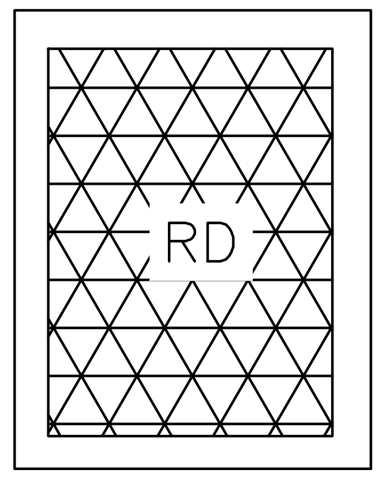
LOT USAGE
48 LOTS
1 OUTLOT

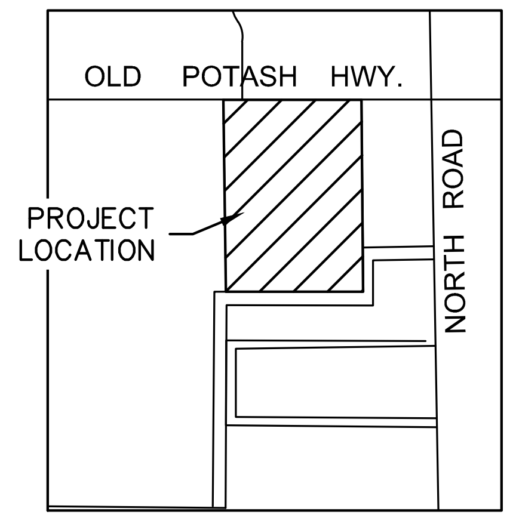
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

EXISTING ZONING



PROPOSED ZONING





OLD POTASH HWY.
PROJECT LOCATION
NORTH ROAD

LOCATION MAP
NOT TO SCALE

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Grand Island, NE 68801
TEL 308.384.8750
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

LOT LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

drawn by:	AT
checked by:	BD
approved by:	BD
QA/QC by:	AT
project no.:	20-3806
drawing no.:	
date:	12.18.2020

SHEET
1 of 3

DWG: F:\2020\3501-4000\020-3806\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\C_PLAT_0203806.dwg
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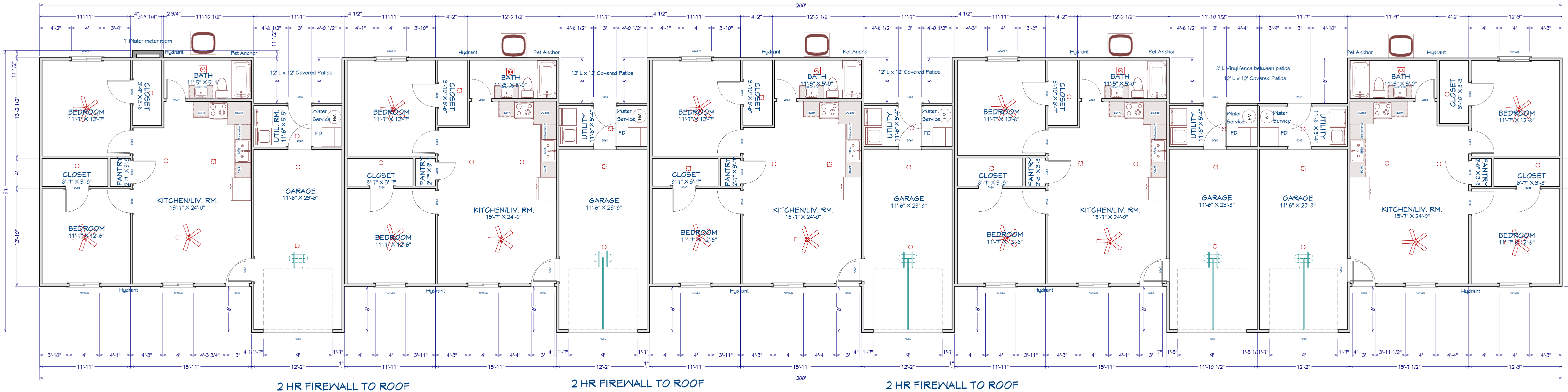
USER: lstoltenberg

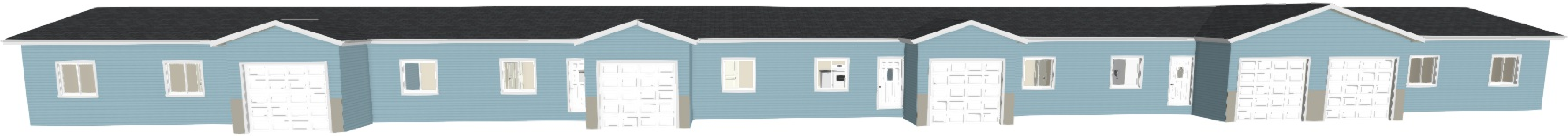

200'
1' Water meter room
Hydrant
Pet Anchor
12' L x 12' Covered Patios
8' L Vinyl fence between patios.
BEDROOM
11'-7" X 12'-7"
CLOSET
3'-4" X 8'-9"
BATH
11'-5" X 5'-1"
UTIL. RM.
11'-6" X 5'-5"
Water Service
FD
CLOSET
8'-7" X 3'-8"
PANTRY
2'-7" X 3'-8"
KITCHEN/LIV. RM.
15'-7" X 24'-0"
GARAGE
11'-6" X 23'-8"
BEDROOM
11'-7" X 12'-6"
UTILITY
11'-6" X 5'-4"
BATH
11'-5" X 5'-0"
CLOSET
3'-10" X 8'-9"
13'-2"
4'
12'-10"
37'
15'-11"
12'-2"
11'-11"

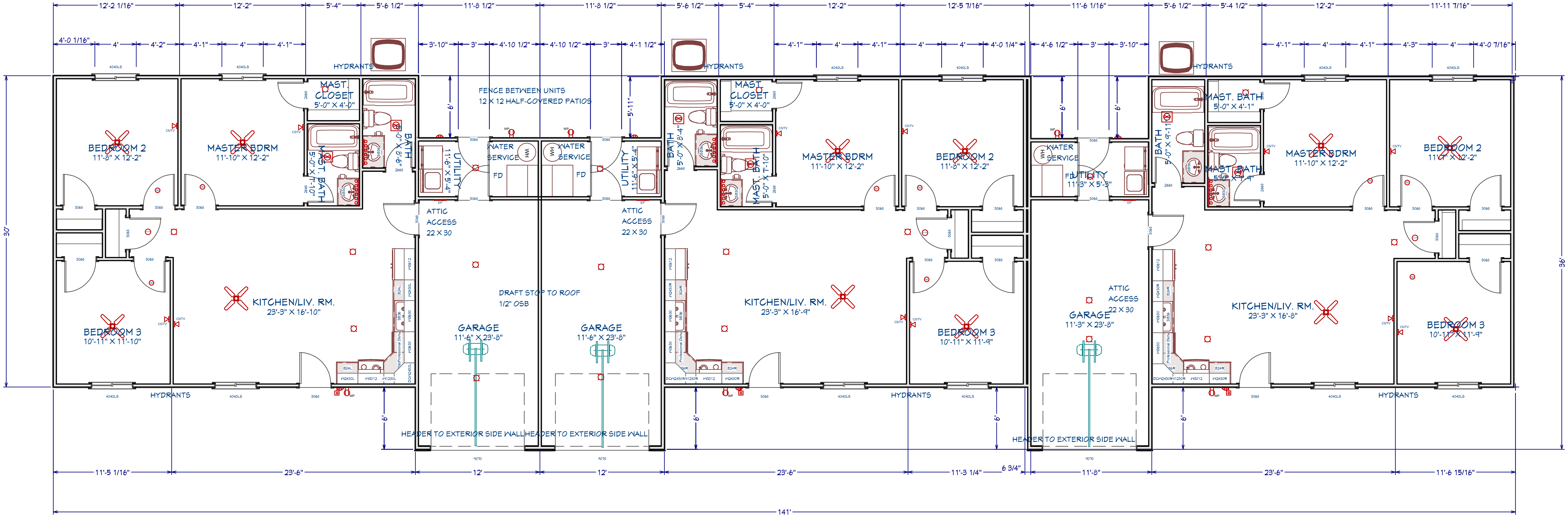
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

JAXSON SUB 2 BR 5-PLEX
4598 SQ FT

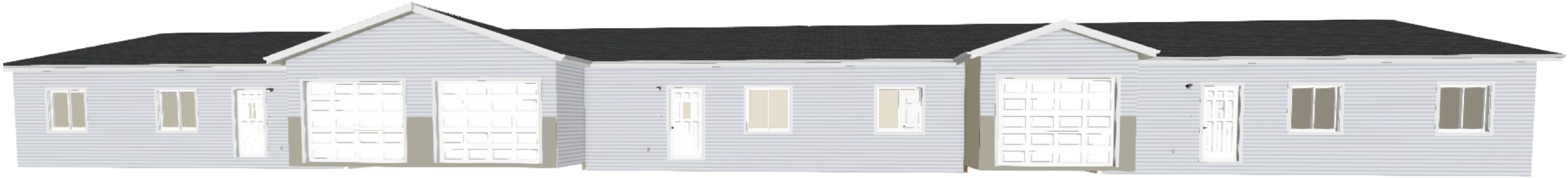
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

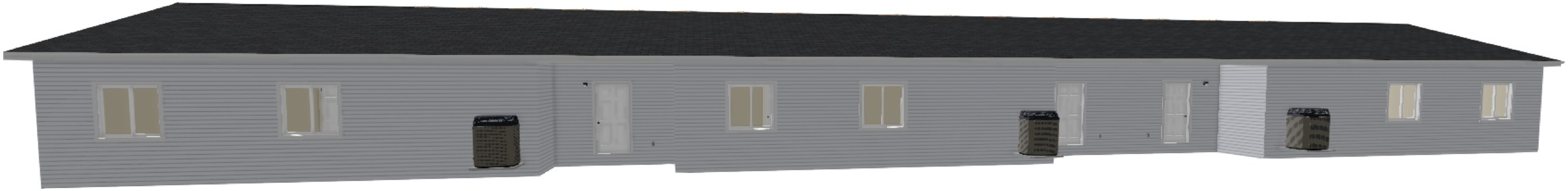


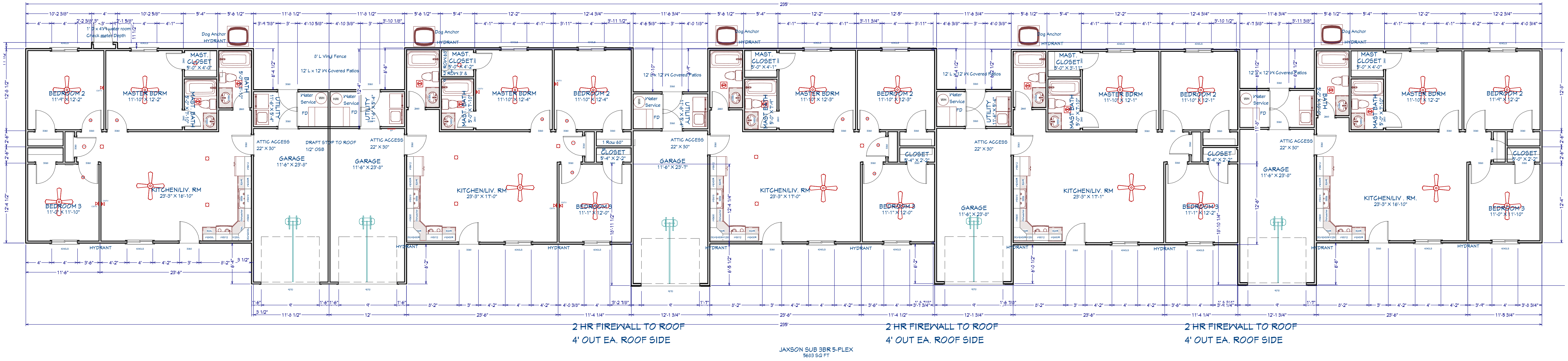

BEDROOM 2
11'-8" X 12'-2"
MASTER BDRM
11'-10" X 12'-2"
MAST. CLOSET
5'-0" X 4'-0"
BATH
5'-0" X 8'-6"
MAST. BATH
5'-0" X 7'-10"
UTILITY
11'-6" X 5'-4"
WATER SERVICE
FD
WH
FENCE BETWEEN UNITS
12 X 12 HALF-COVERED PATIOS
ATTIC ACCESS
22 X 30
DRAFT STOP TO ROOF
1/2" OSB
GARAGE
11'-6" X 23'-8"
HEADER TO EXTERIOR SIDE WALL
KITCHEN/LIV. RM.
23'-3" X 16'-10"
BEDROOM 3
10'-11" X 11'-10"
HYDRANTS
KITCHEN/LIV. RM.
23'-3" X 16'-9"
MASTER BDRM
11'-10" X 12'-2"
BEDROOM 2
11'-8" X 12'-2"
BEDROOM 3
10'-11" X 11'-9"
UTILITY
11'-3" X 5'-3"
GARAGE
11'-3" X 23'-8"
MAST. BATH
5'-0" X 4'-1"
BATH
5'-0" X 9'-11"
KITCHEN/LIV. RM.
23'-3" X 16'-8"
12'-2 1/16"
12'-2"
5'-4"
5'-6 1/2"
11'-8 1/2"
11'-8 1/2"
5'-6 1/2"
5'-4"
12'-2"
12'-5 7/16"
11'-6 1/16"
5'-6 1/2"
5'-4 1/2"
12'-2"
11'-11 7/16"
30'
36'
11'-5 1/16"
23'-6"
12'
12'
23'-6"
11'-3 1/4"
6 3/4"
11'-8"
23'-6"
11'-6 15/16"
141'

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

JAXSON SUB. 3BR 2BA 3PLEX
W/ UTILITY/GARAGE COUNTED IN SQFT.
3374 SQ FT






235'
BEDROOM 2
MASTER BDRM
MAST. CLOSET
MAST. BATH
BATH
UTILITY
Water Service
WH
FD
Dog Anchor
HYDRANT
5' L Vinyl Fence
12' L x 12' W Covered Patios
ATTIC ACCESS 22" X 30"
DRAFT STOP TO ROOF 1/2" OSB
GARAGE 11'-6" X 23'-5"
KITCHEN/LIV. RM 23'-3" X 16'-10"
BEDROOM 3
CLOSET
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
JAXSON SUB 3BR 5-PLEX
5683 SQ FT

ORDINANCE NO. 9856

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising part of the Northeast Quarter of the Northeast Quarter (NE ¼, NE ¼) of Section Twenty-Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska. Located south of Old Potash Highway and west of North Road in Grand Island, Nebraska. from LLR Large Lot Residential Zone to RD Residential Development Zone in Grand Island, Hall County, Nebraska as more particularly described below, and directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on October 6, 2021, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on October 26, 2021, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from LLR Large Lot Residential Zone to amended RD Residential Development Zone:

A TRACT OF LAND CONSISTING OF 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:

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

ORDINANCE NO. 9856 (Cont.)

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 TO THE POINT OF BEGINNING; THENCE S00°04'49"E A DISTANCE OF 1254.36 FEET TO A CORNER ON MOORE'S CREEK DRAINWAY, INST. NO. 201400286, FILED 1/15/2014; THENCE N89°34'44"W, ALONG A NORTH LINE OF SAID MOORE'S CREEK DRAINWAY, A DISTANCE OF 903.44 FEET TO A NORTHWEST CORNER OF SAID MOORE'S CREEK DRAINWAY, SAID POINT ALSO BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4, NE1/4); THENCE N00°04'52"W, ALONG SAID WEST LINE, A DISTANCE OF 1255.71 FEET TO A POINT ON SAID NORTH LINE OF NE1/4; THENCE S89°29'35"E, ALONG SAID NORTH LINE, A DISTANCE OF 903.47 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1133813.10 SQUARE FEET OR 26.0288 ACRES MORE OR LESS OF WHICH 0.829 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SECTION 2. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request is approved.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-3

#9857 - Consideration of Proposed Modifications to City Council Ward Boundaries Resulting from Redistricting (Second and Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Mayor’s Committee on Redistricting

Meeting: November 9, 2021

Subject: 2021 Redistricting of Council Wards for 2022 Election Cycle

Presenter(s): Chad Nabity, AICP

Background

Every 10 years following the release of the decennial census of population and housing counts, it is the responsibility of every governing body that whose members are elected by wards or districts to balance the population in across those wards or districts. Members of the Grand Island City Council are elected across five wards therefore each ward should ideally represent 1/5 of the population of the city. According to the 2020 Census the population of Grand Island is 53,131 people so each ward should ideally have 10,626 people. It is generally accepted for Council wards that the population in each ward may vary by as much as 5% above or below the ideal number. Grand Island wards should range between 10,095 and 11,157 people.

Census data is typically made available to states and localities no later than April of the year following the Census. Do to issues created by COVID the data was delayed until mid-August and the Nebraska Unicameral met in early September to complete redistricting of Congressional and State Representatives.

In June of 2021, Mayor Roger Steele appointed a committee consisting of the following people to review and make recommendations on redistricting as soon as the Census data was made available. The following people were appointed to the redistricting committee:

Mayor Roger Steele; Cindy Johnson, Chamber of Commerce President; Peggy Pape, representing the Hall County Democrats; David Plond, representing the Hall County Republicans; Chad Nabity, Planning Director; and Jackson Henry, representing the Community Youth Council, City Council Member Maggie Mendoza.

The members of the Committee met with City Staff including Rashad Moxey, Planner, Nick Nolte, GIS Coordinator, and Amber Alvidrez, as advisor to the Community Youth Council along with Election Commissioner Tracy Overstreet.

Discussion

The Redistricting Committee met on September 23, 2021 to discuss the mission of the committee, review the populations of each ward based on the current census and to define parameters for creating new districts.

Population of each Ward as currently defined based on the 2020 Census:

Ward 1	12,464
Ward 2	10,300
Ward 3	10,256
Ward 4	9,507
Ward 5	10,604

The committee defined the following as the parameter under which they would operate:

- Each ward should fall within the range of 10,095 people to 11,157. (This is 5% plus or minus from the ideal population of 10,626 and the variance that the courts have determined would be allowed for city council and similar representative election districts.)
- New or planned subdivisions should be shown on the maps to indicate potential areas of population increase so that wards can be balanced with some anticipation for growth. Those wards that are expected to increase in population should be set closer to the lower boundary of 10,095. Those that are in developed areas that are unlikely to change should be set closer to 11,157.
- Boundaries should follow major streets or other geographic boundaries such are railroad tracks where possible.
- Boundaries should keep neighborhoods intact where possible.
- No more than two city council wards are allowed by state law in a single election precinct. If a precinct needs to be split it should be done in a manner that provides for sufficient voters from both wards to allow voter anonymity.
- Ward boundaries should match election precinct boundaries where possible.

Staff prepared new proposed Wards prior to the second committee meeting based on the parameters above and the committee reconvened on October 7 to review the results. After discussion and adjusting some of the boundaries the committee is forwarding the attached map to be titled “Election Ward Map of the City of Grand Island, Nebraska” along with individual maps of each ward for review to the City Council for approval. These maps are attached.

The population of each ward based on the census count is as follows:

Ward 1	10,406
Ward 2	10,392
Ward 3	10,765
Ward 4	10,431
Ward 5	11,137

Council may if they wish approve the ordinance that has been prepared to adopt the new Election Ward Map of the City of Grand Island, Nebraska as recommended by the committee.

> In accordance with the §16-404(4) Following the release of the 2020 Census of Population data by the United States Department of Commerce, Bureau of the Census, as required by Public Law 94-171, the city council of any city of the first class requesting the adjustment of the boundaries of election districts shall provide to the election commissioner or county clerk (a) written notice of the need and necessity of his or her office to perform such adjustments and (b) a revised election district boundary map that has been approved by the requesting city council and subjected to all public review and challenge ordinances of the city by December 30, 2021. The revised election district boundary map shall be adopted by ordinance. Such ordinance shall be read by title on three different days unless three-fourths of the city council members vote to suspend this requirement.

Recommendation

The committee is recommending that the Grand Island City Council waive the three readings, approve the ordinance on first and third reading in the same night and authorize the Clerk to forward the new map to the Election Commissioner.

Alternatives

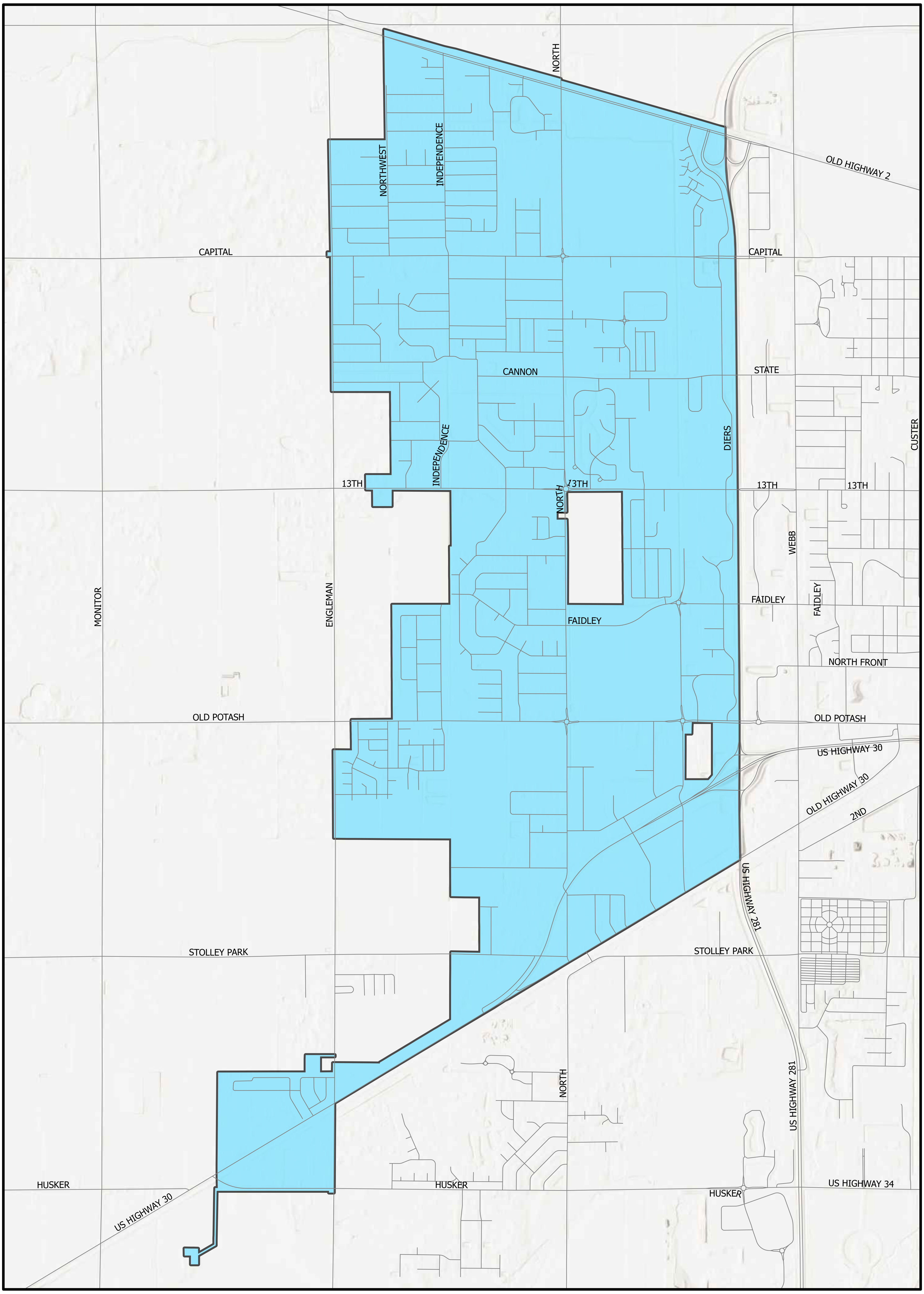
It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

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

Sample Motion

Move to approve the ordinance to redefine and readopt the Election Ward Map of the City of Grand Island as recommended.

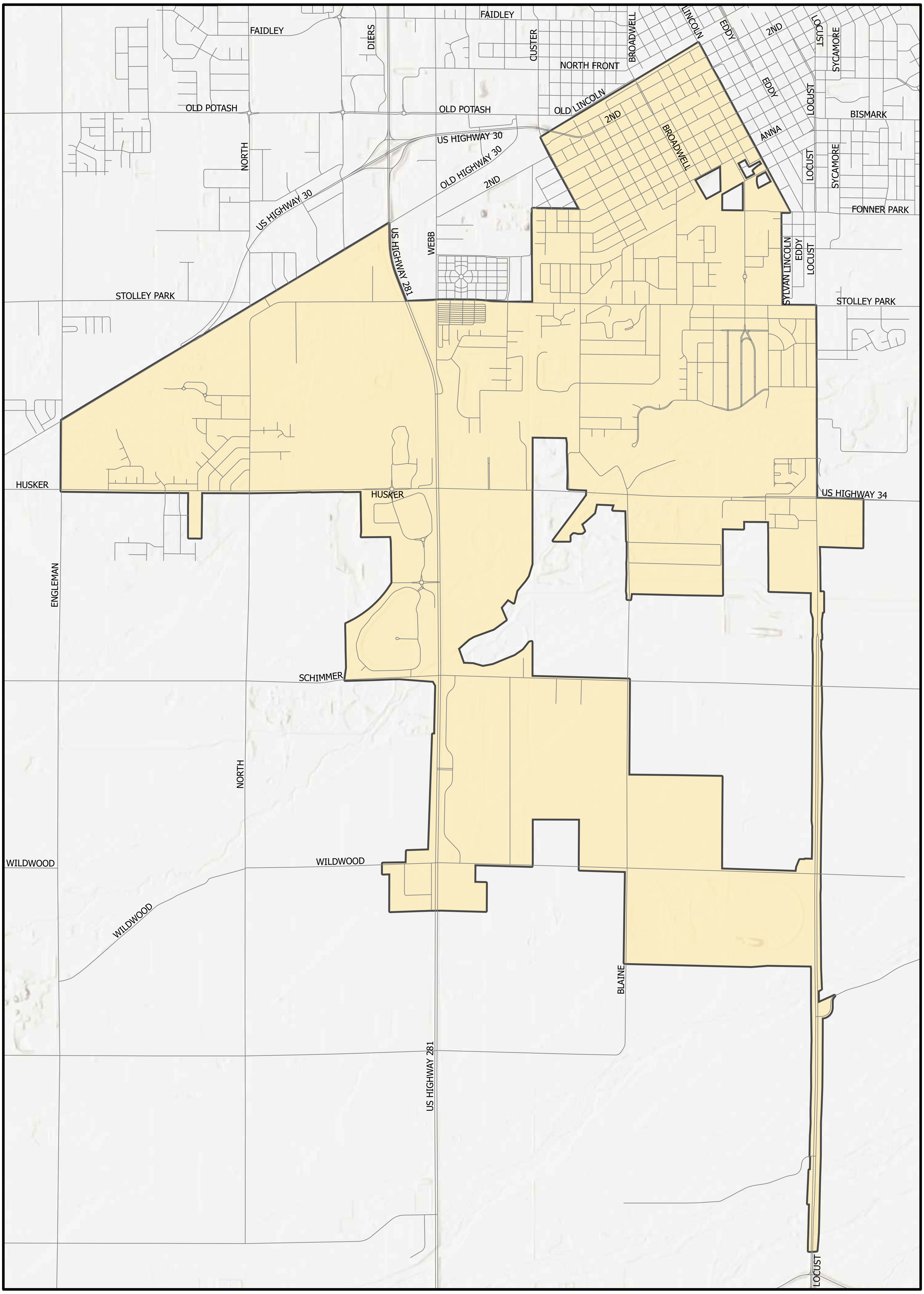
Proposed City Council Ward 1


NORTH
OLD HIGHWAY 2
NORTHWEST
INDEPENDENCE
CAPITAL
CAPITAL
CANNON
STATE
DIERS
CUSTER
INDEPENDENCE
13TH
13TH
13TH
13TH
NORTH
WEBB
FAIDLEY
FAIDLEY
FAIDLEY
MONITOR
ENGLEMAN
NORTH FRONT
OLD POTASH
OLD POTASH
US HIGHWAY 30
OLD HIGHWAY 30
2ND
US HIGHWAY 281
STOLLEY PARK
STOLLEY PARK
NORTH
US HIGHWAY 281
HUSKER
HUSKER
HUSKER
US HIGHWAY 34
US HIGHWAY 30

CITY OF GRAND ISLAND

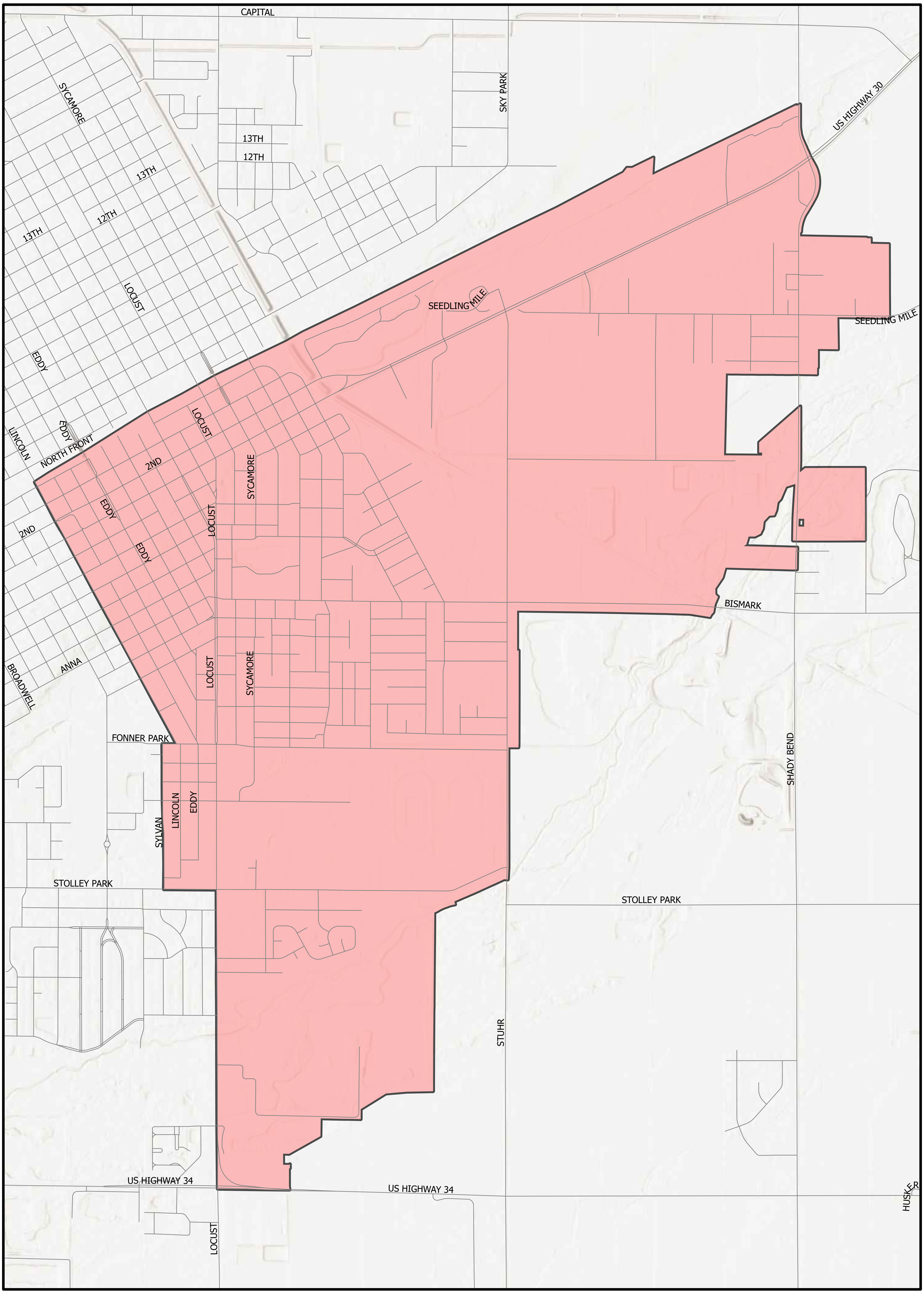
City Council Ward #1
2020 Population: 10,406
Deviation: -220 (-2.07%)

Proposed City Council Ward 2


FAIDLEY
FAIDLEY
DIERS
CUSTER
BROADWELL
LINCOLN
EDDY
2ND
LOCUST
SYCAMORE
NORTH FRONT
OLD POTASH
OLD POTASH
OLD LINCOLN
2ND
EDDY
BISMARK
BROADWELL
LOCUST
ANNA
US HIGHWAY 30
OLD HIGHWAY 30
2ND
NORTH
US HIGHWAY 30
LOCUST
SYCAMORE
FONNER PARK
US HIGHWAY 281
WEBB
SYLVAN LINCOLN
EDDY
LOCUST
STOLLEY PARK
STOLLEY PARK
HUSKER
HUSKER
US HIGHWAY 34
ENGLEMAN
SCHIMMER
NORTH
WILDWOOD
WILDWOOD
WILDWOOD
BLAINE
US HIGHWAY 281
LOCUST

City Council Ward #2
2020 Population: 10,392
Deviation: -234 (-2.2%)

Proposed City Council Ward 3


CAPITAL
SKY PARK
US HIGHWAY 30
SYCAMORE
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HUSKER
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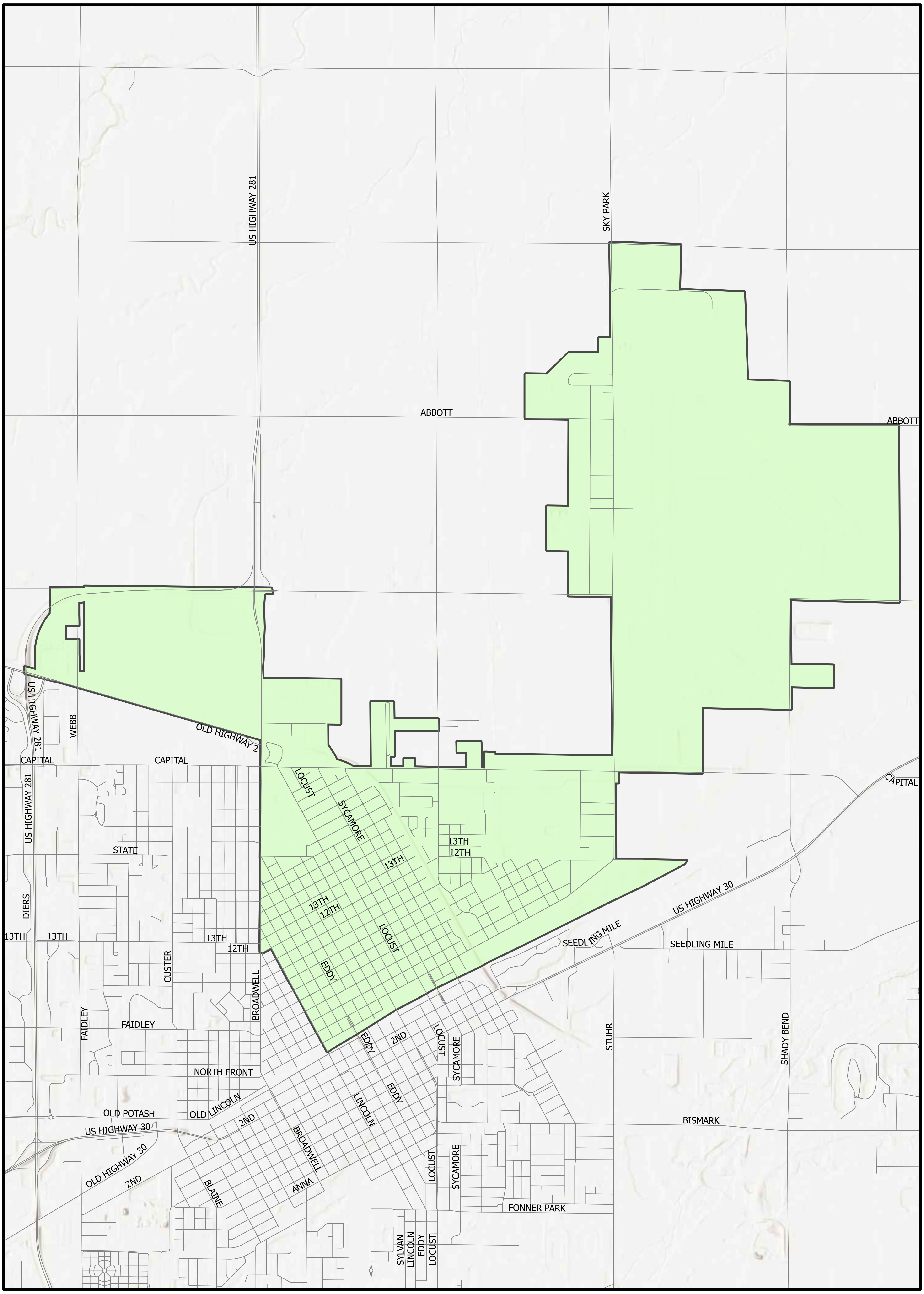
City Council Ward #3
2020 Population: 10,765
Deviation: +139 (+1.31%)

Proposed City Council Ward 4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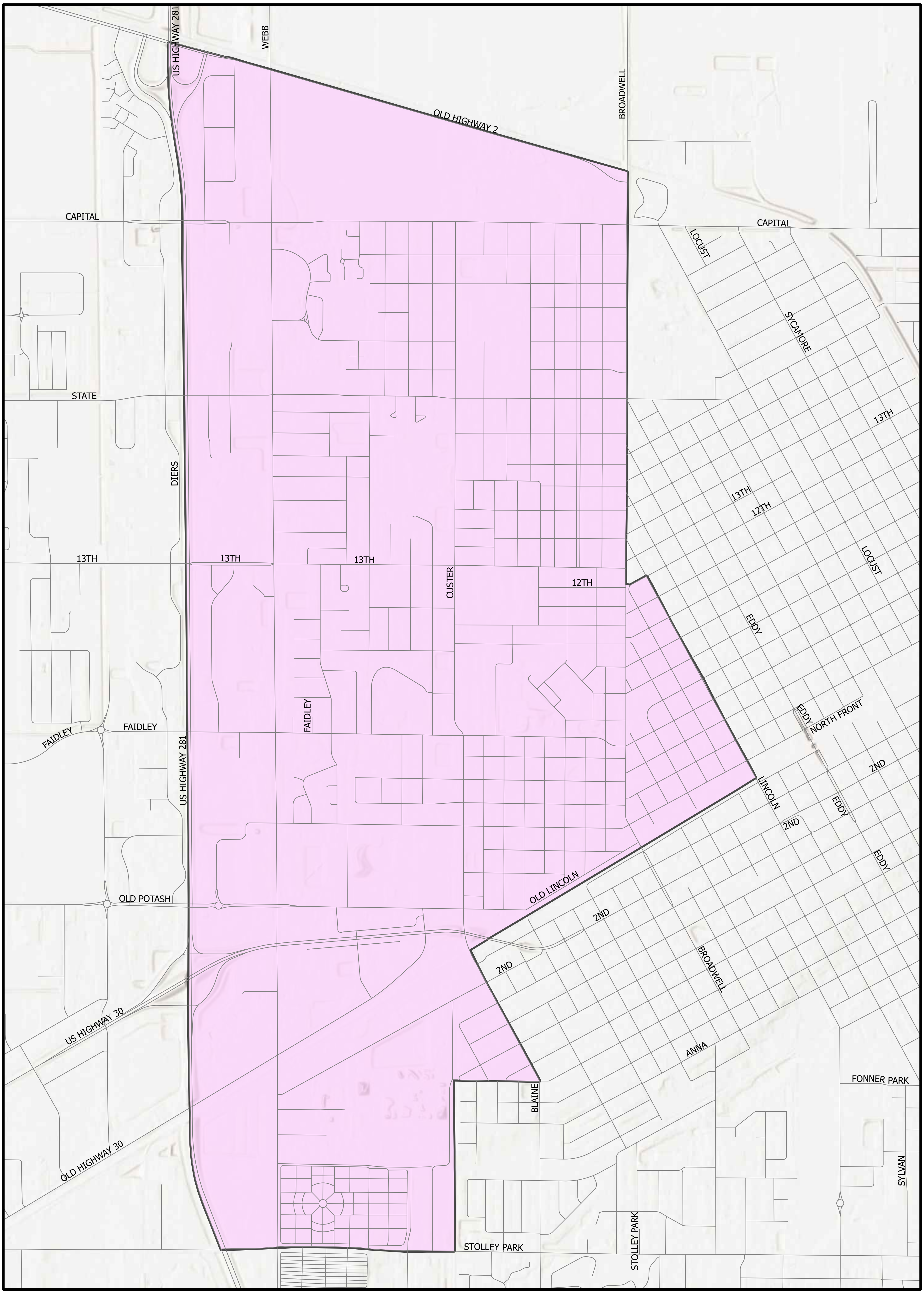
CITY OF
GRAND ISLAND

City Council Ward #4
2020 Population: 10,431
Deviation: -195 (-1.84%)

Proposed City Council Ward 5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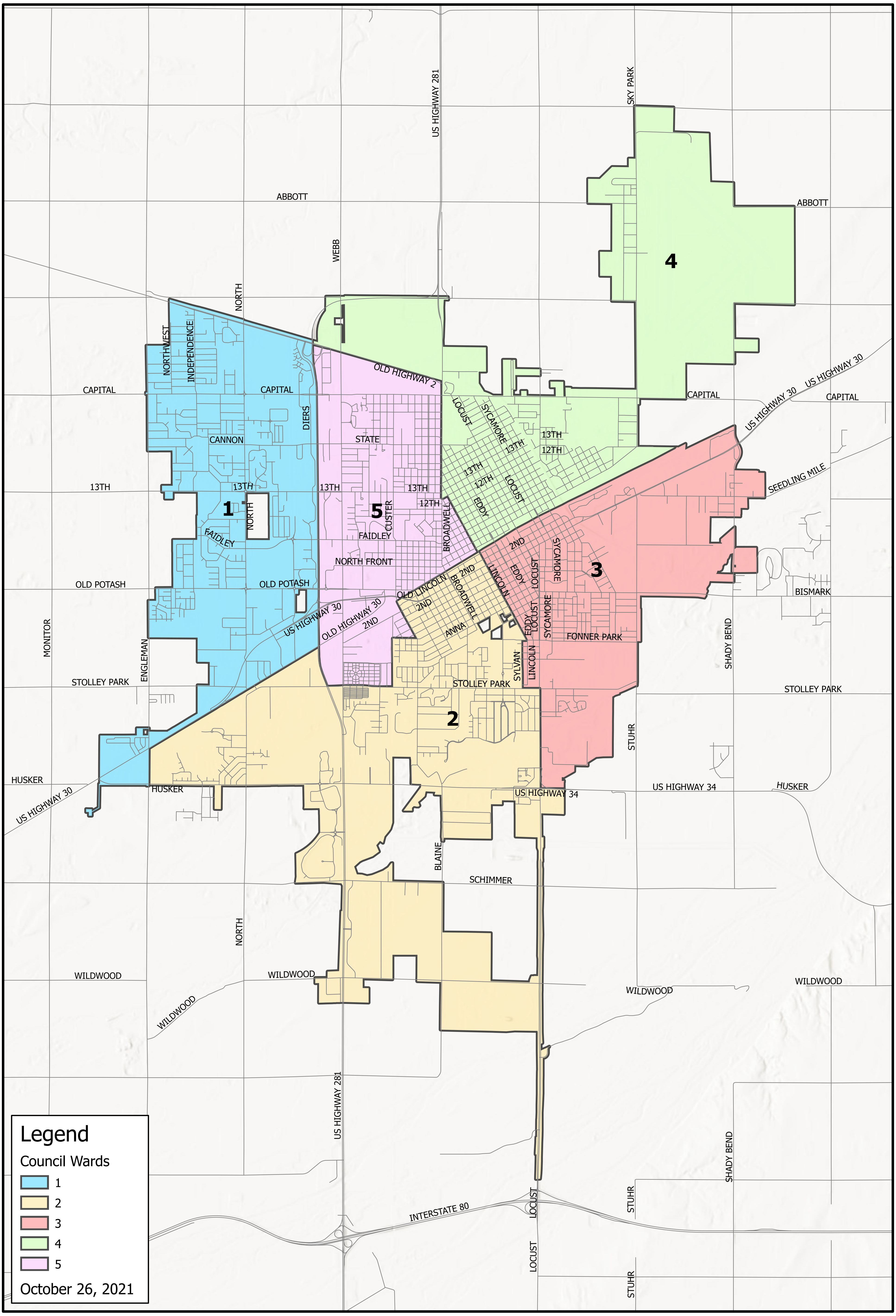
BLAINE
OLD HIGHWAY 30
SYLVAN
STOLLEY PARK
STOLLEY PARK

City Council Ward #5
2020 Population: 11,137
Deviation: +511 (+4.81%)

Election Ward Map

of the City of Grand Island, Nebraska



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OLD HIGHWAY 30
OLD LINCOLN
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FONNER PARK
HUSKER
US HIGHWAY 30
US HIGHWAY 34
US HIGHWAY 281
SCHIMMER
WILDWOOD
INTERSTATE 80
SEEDLING MILE
BISMARK
SKY PARK
WEBB
NORTH
NORTHWEST
INDEPENDENCE
DIERS
CUSTER
BROADWELL
LOCUST
SYCAMORE
EDDY
LINCOLN
SYLVAN
BLAINE
MONITOR
ENGLEMAN
STUHR
SHADY BEND
Legend
Council Wards
🟦 1
🟨 2
🟥 3
🟩 4
🟪 5

October 26, 2021

ORDINANCE NO. 9857

An ordinance to amend Grand Island City Code Chapter 14, §14-3 pertaining to Elections; to amend §14-3 pertaining to election wards and their boundaries; to define the boundaries of the wards in the City of Grand Island; to adopt a revised map of such wards; to repeal Grand Island City Code §14-3 as it presently exists; and to provide for the publication and effective date of this ordinance.

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

SECTION I. Grand Island City Code §14-3 is hereby amended to read as follows:

§14-3. Wards; Boundaries

The City of Grand Island, Nebraska, is hereby divided into five wards, numbered 1 through 5, the boundaries of such wards defined as shown on the drawing entitled, *"Election Ward Map of the City of Grand Island, Nebraska."* The Election Ward Map of the City of Grand Island, Nebraska, shall be kept current and on file if the office of the City Clerk.

SECTION 2. Grand Island City Code §14-3 as it presently exists is hereby repealed.

SECTION 3. This Ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: November 9, 2021.

____
Roger G. Steele, Mayor

ATTEST:

____
RaNae Edwards, City Clerk

Approved as to Form	¤ ___________
November 6, 2021	¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-4

#9858 - Consideration of Approving Benefits for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions (Second and Final Reading)

Staff Contact: John Collins

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions was approved by City Council on September 28, 2021, via Resolution No. 2021-253; with October 26, 2021 set as the date for Council to sit as the Board of Equalization. The Diamond Engineering Company of Grand Island, Nebraska was hired to perform such work in the amount of $678,366.25. Work was completed at a price of $671,194.58; with additional costs of $275,131.98, all detailed below.

Original Bid	$ 678,366.25
Underrun	$ (7,171.67)
Sub Total (Construction Price) =	**$ 671,194.58**

Additional Costs:

Alfred Benesch & Company	Preliminary & Construction Engineering	$145,264.75
City of GI Public Works	Engineering Services	$ 32,353.54
Hall Co. Register of Deeds	Filing Fees	$ 236.00
GI Independent	Advertising	$ 173.61
Tilley Sprinkler Systems, Inc.	Restoration	$ 1,112.58
56 Land & Cattle Co, LLC	Easement	$ 1,700.00
Allan J Thomson	Easement	$ 6,450.00
Andrew J Eiler	Easement	$ 3,136.00
Brenda M Carlson	Easement	$ 8,502.00
Darwin O Barnes	Easement	$ 5,174.00
Debra L Caley	Easement	$ 3,876.00
Dee Ann Shriner	Easement	$ 9,691.00
Glenn L Grubbs	Easement	$ 10,733.00

Jacqueline M Nordstrom	Easement	$ 4,028.00
John C Lilly	Easement	$ 2,949.00
Khambong Keophalychanh	Easement	$ 8,395.50
Leland R Davis	Easement	$ 2,055.00
Leroy W Wood	Easement	$ 750.00
Michael J Hoffman	Easement	$ 3,000.00
Mindi Hoback	Easement	$ 2,444.00
Robert J Pavelka	Easement	$ 4,648.00
Scott E Madison	Easement	$ 2,821.00
Scott L Dubbs	Easement	$ 2,494.00
Timothy M Wojtalewicz	Easement	$ 3,073.00
Trent Huff	Easement	$ 8,477.00
Wade E Williby	Easement	$ 1,595.00

Sub Total of Additional Costs = $ 275,131.98

TOTAL COST = $ 946,326.56

Total project cost is $946,326.56. There were three (3) properties which connected to sanitary sewer ahead of this district being constructed, as such there is a credit given to the following parcels in the total amount of $13,618.00, resulting in a total assessable amount of $932,708.56.

Parcel No.	*Owner*	*Previously Paid Connection Amount*
400167026	David L & Shirley A Peterson	$ 5,882.25
400167018	John D & Debra K Potratz	$ 4,360.15
400166992	Susan R & Marlan V Watson	$ 3,375.60

Total of Previous Payments= $13,618.00

All work has been completed and special assessments have been calculated for the improvements.

Discussion

The costs for this project will be assessed to the benefitting properties. The payments are spread over ten (10) years at 7% simple interest. The first payment of principle only at 1/10th of the assessment is due 25 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owners and sent a reminder letter advising them that the BOE is scheduled for October 26, 2021 and the first payment will be due shortly after.

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 meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual properties.

Sample Motion

Move to approve the ordinance levying the assessments for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions.

This Space Reserved for Register of Deeds

ORDINANCE NO. 9858

An ordinance assessing and levying a special tax to pay the cost of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

ORDINANCE NO. 9858 (Cont.)

PARCEL	OWNER	LEGAL	TOTAL ASSESSMEN	CONN AMT PREV PAID	GRAND TOTALS PER PARCEL
400166968	Jade D Ballard/ Rachel J Yost	Lot 7, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400166941	Russell L Geist	Lot 6, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400166933	Leland R & Ruby J Davis	Lot 5, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400166925	Allan J & Maureen A Thomson	Lot 4, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400166917	Richard Q & Melissa M Pembo	Lot 3, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400166909	Robert L, Jr. & Dee Ann Shriner	Lot 2, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400166895	Khambong Keophalychanh	Lot 1, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167387	Robert J Pavelka	Lot 45, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167395	Daniel J & Brenda M Carlson	Lots 46 & 47, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400150271	56 Land & Cattle Co, Inc.	Misc Tracts 14-11-10 PT S 1/2 NE 1/4, 10 ac	$ 14,338.28	$ -	$ 14,338.28
400167379	Darwin O & Alice A Barnes	Lot 44, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167360	Glen L & Janice K Grubbs	Lot 43, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167352	John C & Shelly A Lilly	Lot 42, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167344	Debra L Caley	Lot 41, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167336	Imre L & Eva A Kovacs	Lot 40, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167328	Timothy M & Kaylyn M Wojtalewicz	Lot 29, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167301	Larry E & Mindi J Hoback	Lot 28, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28

ORDINANCE NO. 9858 (Cont.)

PARCEL	OWNER	LEGAL	TOTAL ASSESSMEN	CONN AMT PREV PAID	GRAND TOTALS PE PARCEL
400167298	Scott E & Connie J Madison	Lot 27, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167271	Leroy & Stephanie Wood	Lot 36, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167263	Michael James & Lisa Lynn Hoffman	Lot 35, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167255	Scott L & Karisa A Dubbs	Lot 34, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167247	Wade E Williby	Lot 33, Westwood Park Subdivision	$ 14,338.28	$ -	$ 14,338.28
400167026	David L & Shirley A Peterson	Lot 12, Westwood Park Subdivision	$ 14,338.28	$ 5,882.25	$ 8,456.03
400167018	John D & Debra K Potratz	Lot 11, Westwood Park Subdivision & E 35' Lot 17, Westwood Park Third Subdivision	$ 14,338.28	$ 4,360.15	$ 9,978.13
400166992	Susan R & Marlan V Watson	Lot 10, Westwood Park Subdivision	$ 14,338.28	$ 3,375.60	$ 10,962.68
400201137	Andrew J Eiler	Lot 1, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201138	Andrew J Eiler	Lot 2, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201139	Andrew J Eiler	Lot 3, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201140	Andrew J Eiler	Lot 4, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201141	Andrew J Eiler	Lot 5, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201142	Andrew J Eiler	Lot 6, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201143	Andrew J Eiler	Lot 7, Block 1, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201175	Andrew J Eiler	Lot 5, Block 4, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201174	Andrew J Eiler	Lot 4, Block 4, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201173	Andrew J Eiler	Lot 3, Block 4, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201172	Andrew J Eiler	Lot 2, Block 4, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201171	Andrew J Eiler	Lot 1, Block 4, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201166	Andrew J Eiler	Lot 2, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201167	Andrew J Eiler	Lot 3, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201168	Andrew J Eiler	Lot 8, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201169	Andrew J Eiler	Lot 9, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201170	Andrew J Eiler	Lot 10, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201161	Andrew J Eiler	Lot 5, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201162	Andrew J Eiler	Lot 6, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201163	Andrew J Eiler	Lot 7, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201164	Andrew J Eiler	Lot 4, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201165	Andrew J Eiler	Lot 1, Block 3, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201147	Andrew J Eiler	Lot 5, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201146	Andrew J Eiler	Lot 4, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201145	Andrew J Eiler	Lot 3, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201144	Andrew J Eiler	Lot 2, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201176	Andrew J Eiler	Lot 1, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201148	Perserverance, LLC	Lot 6, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201149	Perserverance, LLC	Lot 7, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201150	Perserverance, LLC	Lot 8, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201151	Perserverance, LLC	Lot 9, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400200406	Stephen A & Tabitha L West	Lot 1, Center Township Hanover Second Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201153	Perserverance, LLC	Lot 11, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201154	Perserverance, LLC	Lot 12, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201152	Perserverance, LLC	Lot 10, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201155	Perserverance, LLC	Lot 13, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201156	Andrew J Eiler	Lot 14, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201157	Andrew J Eiler	Lot 15, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201158	Andrew J Eiler	Lot 16, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201159	Andrew J Eiler	Lot 17, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
400201160	Andrew J Eiler	Lot 18, Block 2, Ellington Pointe Subdivision	$ 14,338.28	$ -	$ 14,338.28
			$ 946,326.56	$ 13,618.00	$ 932,708.5

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in twenty-five (25) days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within twenty-five (25) days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate specified by Nebraska Revised Statutes Section 45-104.01, as such rate may from time to time be adjusted by the Legislature, shall be paid thereon until such installment is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

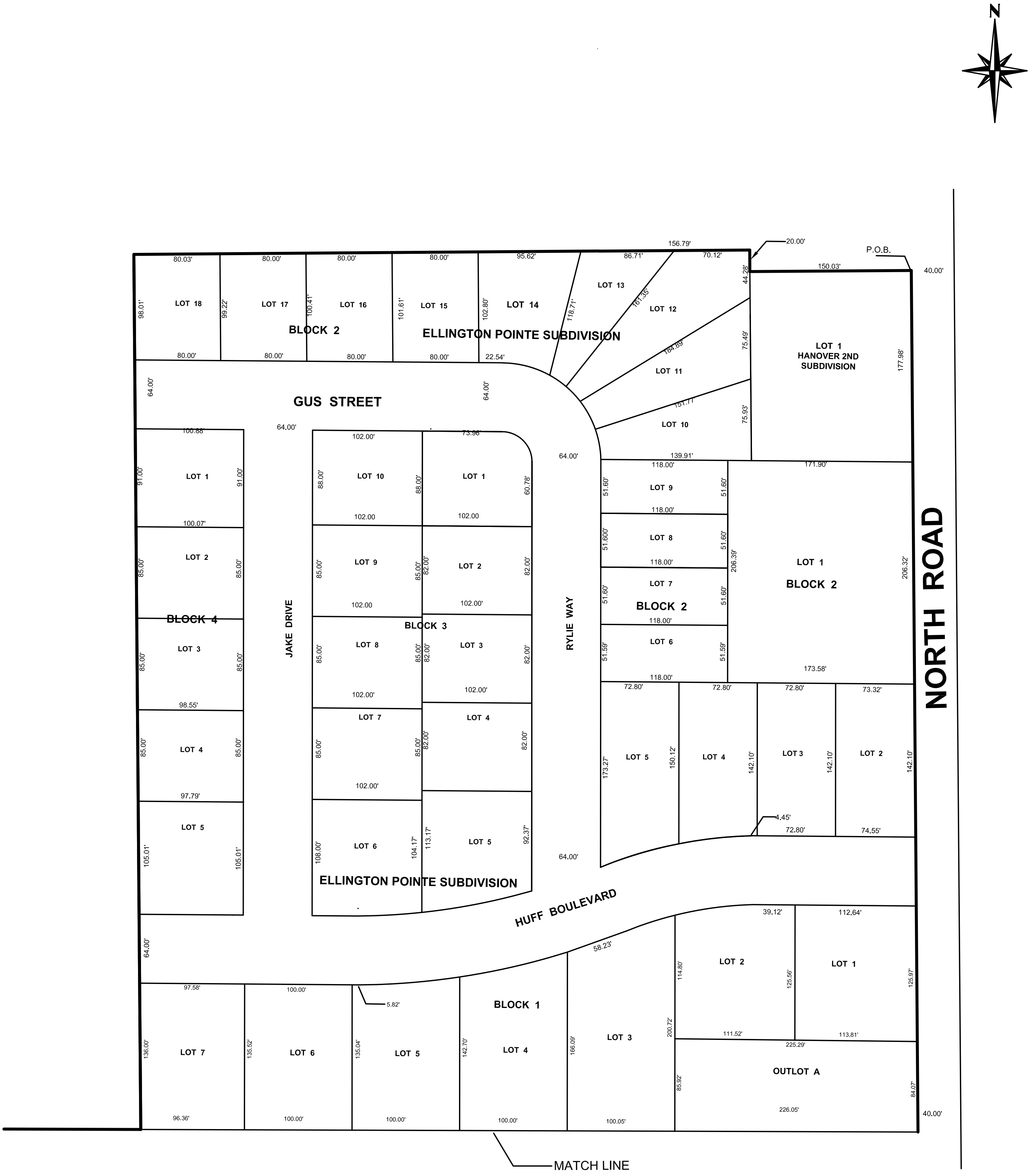
SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 9, 2021

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk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GUS STREET
JAKE DRIVE
RYLIE WAY
HUFF BOULEVARD
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HANOVER 2ND
SUBDIVISION
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142.70'
166.09'
96.36'
100.05'
MATCH LINE

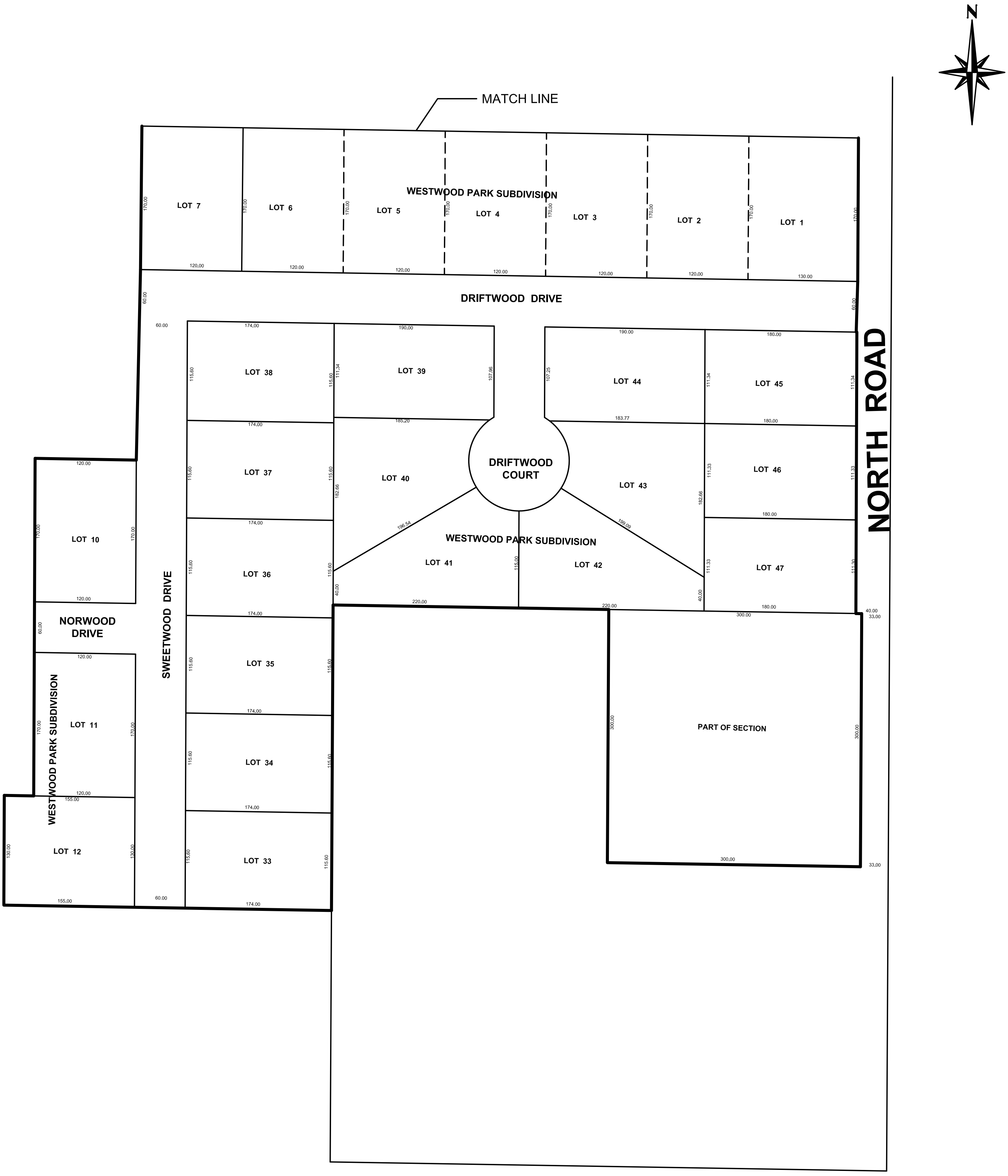
EXHIBIT "A"

INITIAL POINT SURVEYING LLC
410 S. Webb Rd
Suite 4B
Grand Island, NE 68803
308-383-6754 Cell 308-675-4141 Office

LOCATION:
ELLINGTON POINTE

TITLE:
Ellington Pointe Sewer District

SCALE AT A3:	DRAWING NO:	DRAWN:
NONE		Brent C.
PROJECT NO:	DATE: NOV. 13, 2019	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LOT 1
DRIFTWOOD DRIVE
LOT 38
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LOT 40
DRIFTWOOD COURT
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LOT 46
LOT 36
LOT 41
WESTWOOD PARK SUBDIVISION
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LOT 47
LOT 10
NORWOOD DRIVE
SWEETWOOD DRIVE
LOT 35
LOT 11
WESTWOOD PARK SUBDIVISION
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111.33
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107.25
182.66
196.54
199.09
115.00
40.00
220.00
300.00
33.00
155.00

EXHIBIT "A"

INITIAL POINT SURVEYING LLC
410 S. Webb Rd
Suite 4B
Grand Island, NE 68803
308-383-6754 Cell 308-675-4141 Office

LOCATION:
WESTWOOD PARK

TITLE:
Westwood Park Sewer District

SCALE AT A3:
NONE

DRAWING NO:

PROJECT NO:

DATE:
NOV. 13, 2019

DRAWN:
Brent C.

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-5

#9859 - Consideration of Amending Chapter 4-9 of the Grand Island City Code Relative to Hours of Alcohol Sales

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From:	Stacy R. Nonhof, Interim City Attorney
Meeting:	November 9, 2021
Subject:	Amending Chapter 4 of City Code to change hours of alcohol sales
Presenter(s):	Stacy R. Nonhof, Interim City Attorney

Background

A request was made by bar owners in the City of Grand Island via their attorney and through their Council member to extend the hours of sale of alcohol from 1 am until 2 am. This issue was first heard at the October 26, 2021 Council meeting.

Discussion

The proposed Ordinance will allow for the sale of alcohol in all establishments until 2 a.m. Upon receipt of the request for the proposed City Code change, a request was made to the Grand Island Police Department and Grand Island Fire Department for their input on this proposed change. Both are opposed to extending alcohol sales from 1:00 am to 2:00 am.

Given these concerns of the Police and Fire Departments, City Administration does not support extending alcohol sales from 1 a.m. to 2 a.m.

Chief Falldorf has expressed the following concerns with extending alcohol sales from 1 a.m. to 2 a.m.:

1) There are currently not enough officers to adequately staff the current calls for service. There are currently 8 vacant positions, 3 officers on extended light duty, 1 extended military deployment, 1 FTO training and 2 at the Law Enforcement Training Center – this is 15 officers short, which is the equivalent of more than one entire shift. Please see the attached charts for a visual of the calls for service load.
2) Ideal staffing per shift is 12 officers – GIPD is currently running with 8-9 officers per shift.
3) The time for completing reports is now extended past end of shift and there is an increase in overtime costs. The overtime cost in 2016 was $261,741. The current 2021 overtime cost is $425,591.

4) People are given another hour to consume alcohol thus increasing their level of intoxication and changing the nature of calls for service to possibly more severe levels.
5) It is estimated that over 80% of the nightshift calls involve alcohol consumption.

This Ordinance, by State Statute, requires a 2/3 vote of the members of the Council – a simple majority of the members present is not sufficient to pass this Ordinance.

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

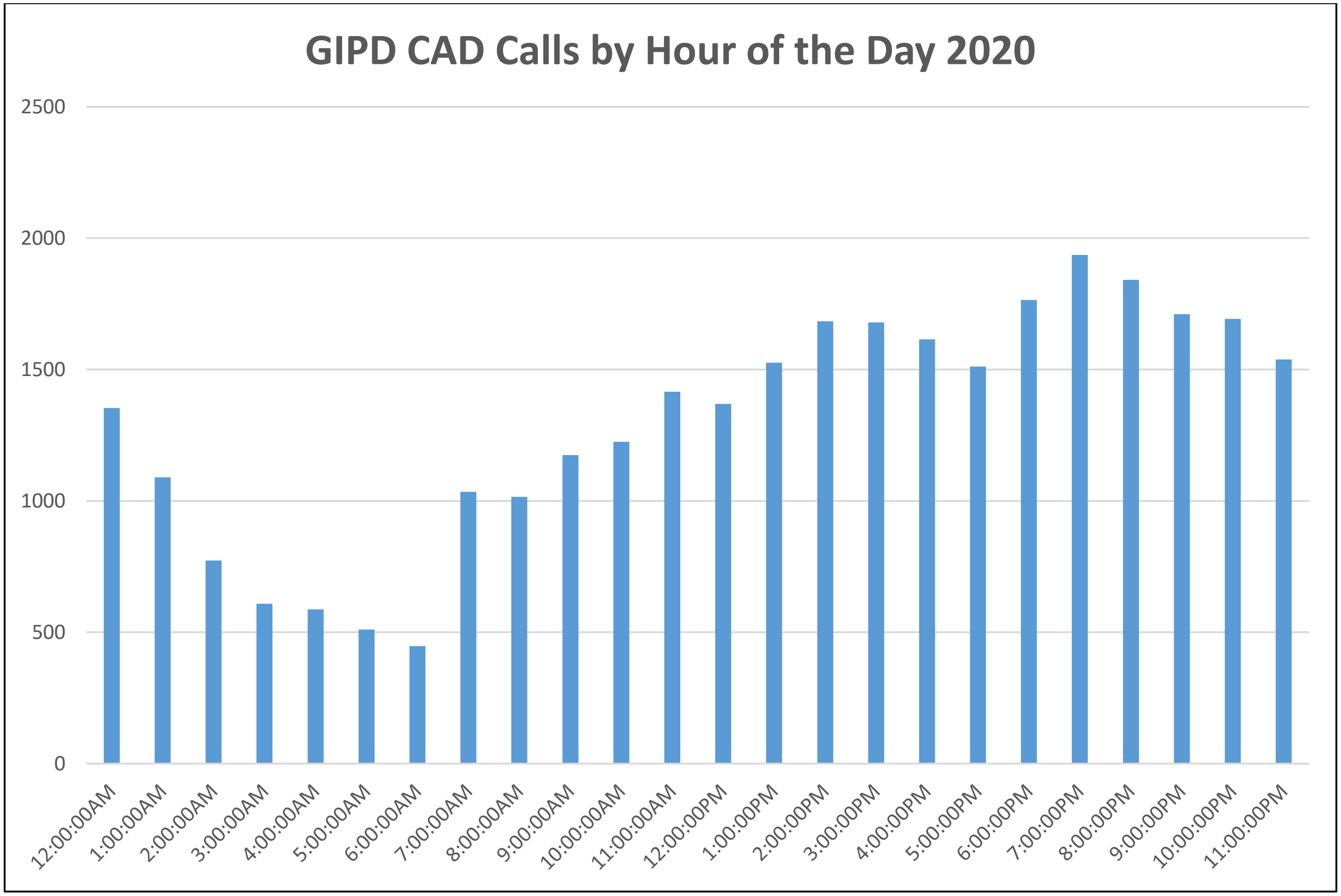
Recommendation

City Administration does not recommend approval of Ordinance #9859 amending Chapter 4 of City Code extending alcohol sales by one hour.

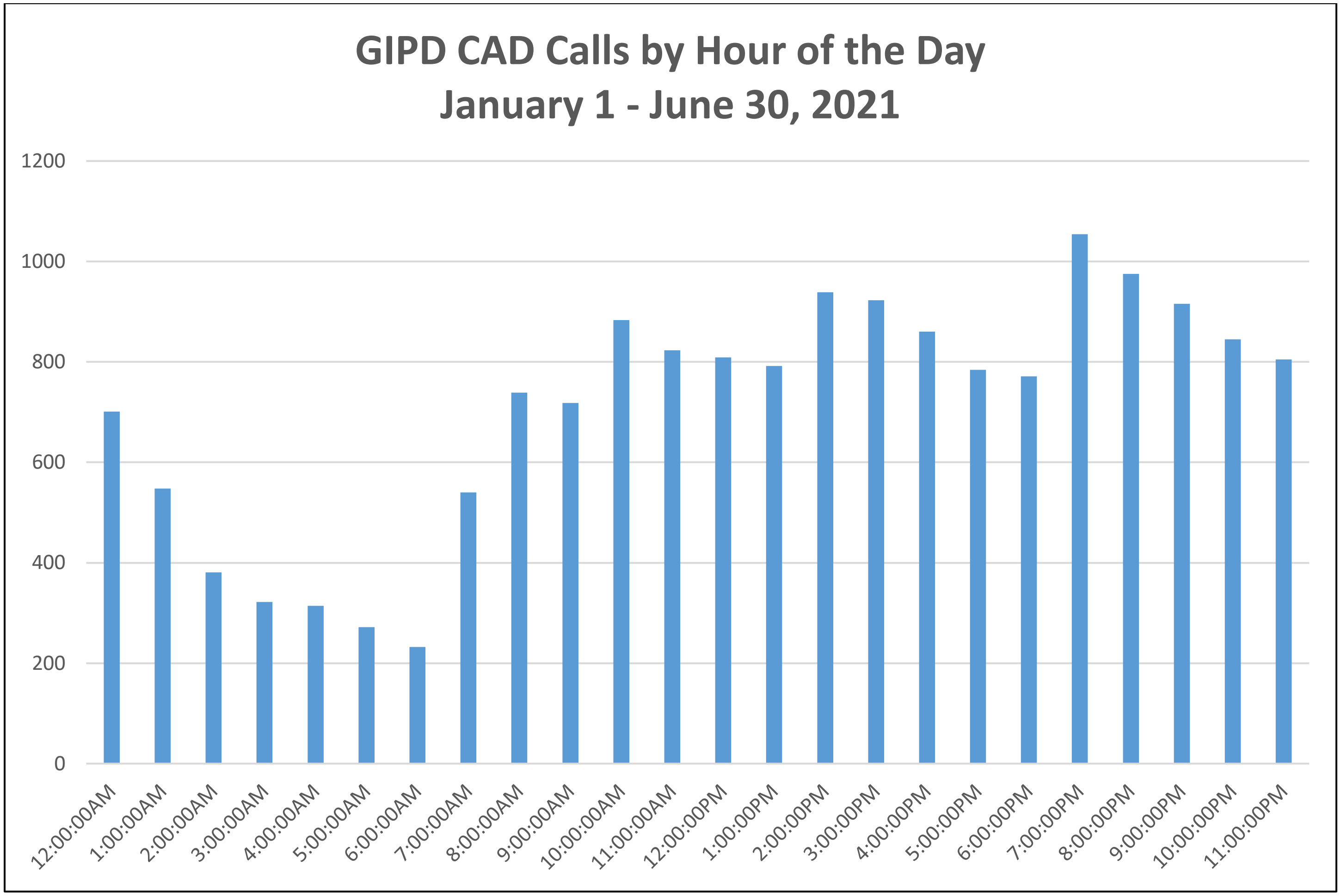
Sample Motion

Move to deny the Ordinance.

Location	2021	2020
Brickhouse	34	16
Tabares Bar & Grill	26	22
Infuse Mixology	22	11
McKinney's Irish Pub	20	18
Ed & Net's	16	11
Sportsman Bar	12	19
Upper Deck	11	9
BT's Lounge	8	5
Balz Sports Bar	7	16
El Centernario	7	7
Stueby's Alibi	5	8
La Mexicana/Infinity Loung	2	3
Ritmos Night Club	2	1
Sluggers Bar	2	1
Whitey's Sports Bar	2	7
Images Lounge	0	1
La Zona Rosa Night Club	0	4



12:00:00AM	1354
1:00:00AM	1090
2:00:00AM	773
3:00:00AM	609
4:00:00AM	587
5:00:00AM	510
6:00:00AM	447
7:00:00AM	1034
8:00:00AM	1015
9:00:00AM	1174
10:00:00AM	1225
11:00:00AM	1415
12:00:00PM	1369
1:00:00PM	1526
2:00:00PM	1684
3:00:00PM	1679
4:00:00PM	1615
5:00:00PM	1511
6:00:00PM	1765
7:00:00PM	1936
8:00:00PM	1842
9:00:00PM	1711
10:00:00PM	1693
11:00:00PM	1538


GIPD CAD Calls by Hour of the Day
January 1 - June 30, 2021
1200
1000
800
600
400
200
0
12:00:00AM
1:00:00AM
2:00:00AM
3:00:00AM
4:00:00AM
5:00:00AM
6:00:00AM
7:00:00AM
8:00:00AM
9:00:00AM
10:00:00AM
11:00:00AM
12:00:00PM
1:00:00PM
2:00:00PM
3:00:00PM
4:00:00PM
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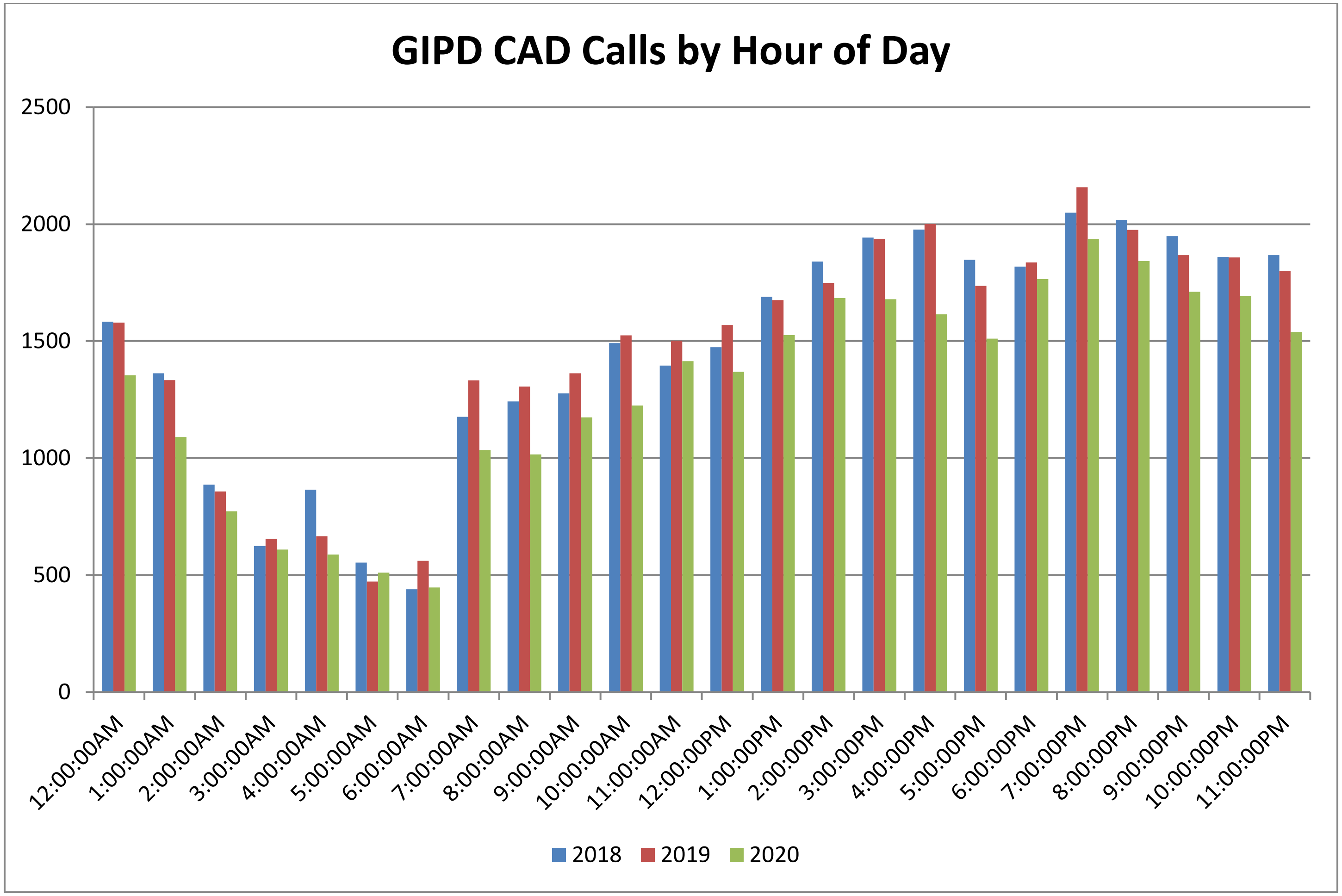
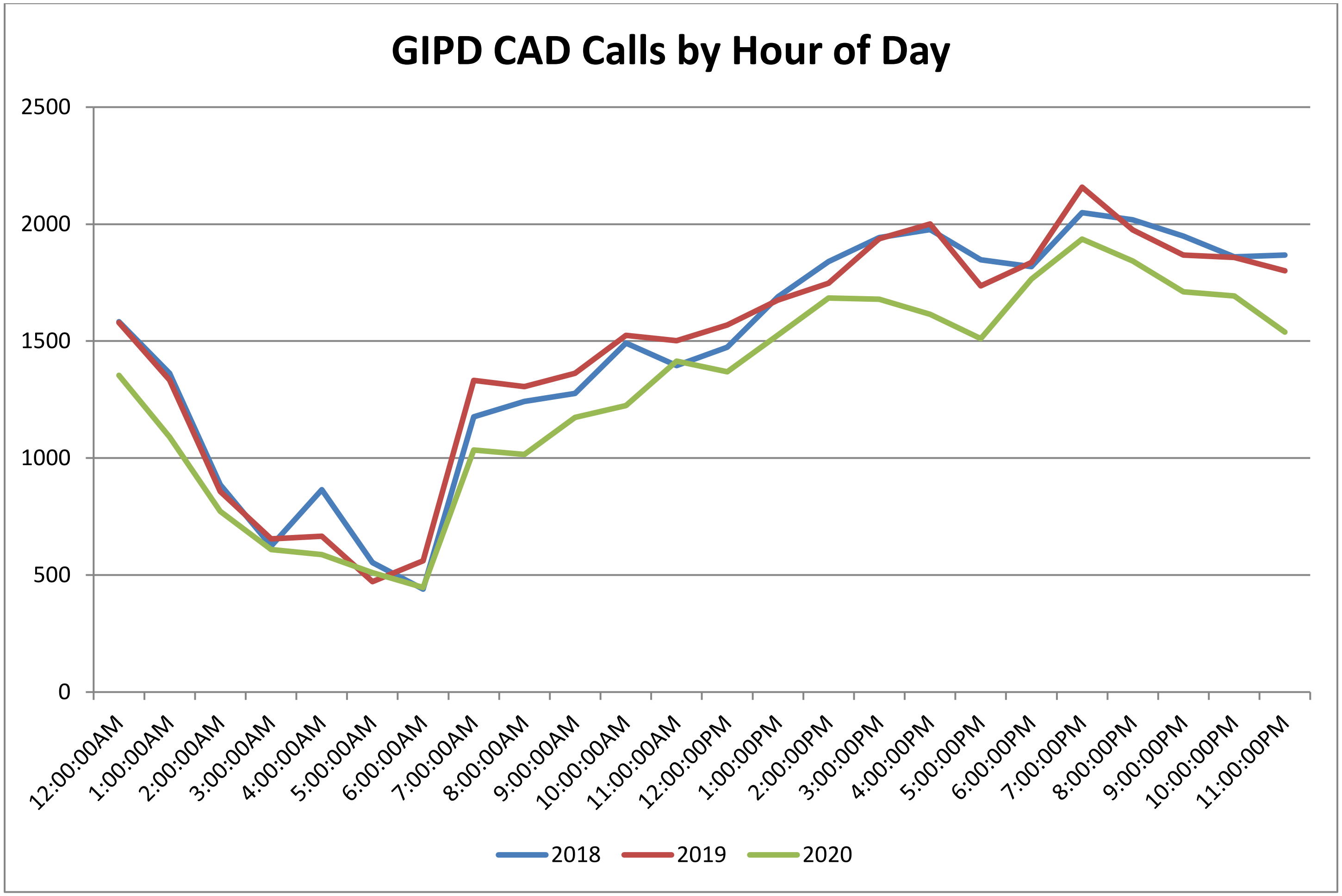
10:00:00PM
11:00:00PM


GIPD CAD Calls by Hour of Day


GIPD CAD Calls by Hour of Day
2500
2000
1500
1000
500
0
12:00:00AM
1:00:00AM
2:00:00AM
3:00:00AM
4:00:00AM
5:00:00AM
6:00:00AM
7:00:00AM
8:00:00AM
9:00:00AM
10:00:00AM
11:00:00AM
12:00:00PM
1:00:00PM
2:00:00PM
3:00:00PM
4:00:00PM
5:00:00PM
6:00:00PM
7:00:00PM
8:00:00PM
9:00:00PM
10:00:00PM
11:00:00PM
2018
2019
2020

ORDINANCE NO. 9859

An ordinance to amend Chapter 4 of Grand Island City Code; to amend Section 4-9; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 4-9 of the Grand Island City Code Chapter 4 is amended to read as follows:

§4-9. Hours of Operation; Retail Establishment

(A) No alcoholic liquor, including beer, shall be sold at retail or dispensed on any day between the hours of 2:00 a.m. and 6:00 a.m.
(B) No alcoholic liquor, including beer, shall be sold at retail or dispensed between the hours of 6:00 a.m. and 12:00 noon on Sunday.
(C) Alcoholic liquor, including beer, may be sold and dispensed for on-site consumption only from 9:00 a.m. on Sunday until 2:00 a.m. the following Monday.
(D) Alcoholic liquor, including beer, may be sold at retail and dispensed for anything other than on-site consumption from 12:00 noon on Sunday until 2:00 a.m. the following Monday.

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

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

Enacted: November 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 3, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-6

#9860 - Consideration of Amending Chapter 22 of the Grand Island City Code Relative to Semi Truck Parking (Second and Final Reading)

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From:	Stacy R. Nonhof, Interim City Attorney
Meeting:	November 9, 2021
Subject:	Amending Chapter 22 of City Code to Amend the Prohibition of Truck and Trailer Parking.
Presenter(s):	Stacy R. Nonhof, Interim City Attorney

Background

A complaint was made to Councilmember Haase about a semi-truck parked in the driveway of a home running all night long. This home was not on a designated truck route.

Discussion

This ordinance amends Chapter 22-92 of City Code, Truck and Trailer Parking Prohibited to make it clear that semi-trucks and trailers cannot be parked on residential lots. Currently, it is illegal to drive a semi on any other road than one that is designated as a truck route by City Code. The only exceptions are for deliveries and even then, it is for a limited duration that they may be on that road.

If Council believes that this proposed ordinance is too restrictive, City Administration can go re-write this section to allow for semi-truck and trailer parking on residential lots of a limited size or only along designated truck routes, or a combination of those two.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Ordinance amending Chapter 22 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9860

An ordinance to amend Chapter 22 of Grand Island City Code; to amend Section 22-92; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 22-92 of the Grand Island City Code is hereby amended to read as follows:

§22-92. Truck and Trailer Parking Prohibited

(a) It shall be unlawful for any person to park, or permit to be parked, a truck or trailer with a licensed capacity over five tons, or any truck which individually or in combination with a trailer exceeds 21 feet in length or eight feet six inches in width, upon any residential lot, street or alley for a period of more than one hour unless such vehicle is, after the expiration of such period, actually delivering or collecting goods, wares, merchandise or materials, or waiting an opportunity to so load or unload materials and providing the driver is present therewith; or except when such trailer is parked in connection with and in aid of the ongoing performance of constructions upon or reparative service to or on property in the City block in which such trailer is parked. Any vehicle in violation of this section is hereby declared to be a public nuisance and is subject to immediate removal and impoundment.

(b) For purposes of section (a), residential lot shall mean any tract or parcel located within the City that is located within zoning district (LLR) Large Lot Residential Zone, (R-1) Suburban Residential Zone, (R-2) Low Density Residential Zone, (R-3) Medium Density Zone, (R-3SL) Medium Density Small Lot Residential Zone, (R-4) High Density Residential Zone, (RO) Residential Office Zone, or (RD) Residential Development Zone.

(c) This section shall not be construed as permitting the parking of any vehicle in any zone where parking is otherwise prohibited or restricted by this chapter, or as extending the time of parking where such is now restricted to a shorter period than herewithin allowed.

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

Approved as to Form ¤ ___________
October 27, 2021 ¤ City Attorney

ORDINANCE NO. 9860(Cont.)

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-7

#9861 - Consideration of Approving Salary Ordinance

Staff Contact: **Aaron Schmid, Human Resources Director**

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: November 9, 2021

Subject: Consideration of Approving Salary Ordinance No. 9861

Presenter(s): Aaron Schmid, Human Resources Director

Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed changes to the salary ordinance.

Discussion

The proposed salary ordinance recognizes the changes to the collective bargaining agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Grand Island Lodge No. 1597 Utilities Department effective October 1, 2021.

The ordinance amends the following:

- removes the Senior Meter Reader classification,
- amends the non-union Meter Reader Part Time classification,
- amends the minimum rate of the non-union Senior Electrical Engineer classification,
- amends shift differential of Dispatchers and Operators, and
- amends wages for the IBEW Utilities Department classifications.

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 proposed Salary Ordinance No. 9861.

Sample Motion

Move to approve Salary Ordinance No. 9861.

ORDINANCE NO. 9861

An ordinance to amend Ordinance 9851 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of those employees covered under the ~~of~~ IBEW Utilities labor agreement ~~Service/Clerical/Finance employees; to remove the IBEW Service/Clerical/Finance position and salary range of Computer Operator; to reassign the IBEW Service/Clerical/Finance position and salary range of Administrative Assistant Building – Part Time to the non-union group~~; to remove the IBEW Utilities position of Senior Meter Reader; to amend the salary range of the non-union position of ~~Community Service Officer~~Meter Reader – Part Time to align with the ~~Community Service Officer~~Meter Reader – Full Time in the IBEW ~~Service/Clerical/Finance~~Utilities labor agreement; to amend the salary range of the non-union Senior Electrical Engineer; to amend the shift differential for those employees in the IBEW Utilities positions of Power Dispatcher I, Power Dispatcher II; Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator;~~to add the non-union positions and salary ranges for Grants Administrator and Interpreter/Translator;~~ and to repeal those portions of Ordinance No. 9851 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such

Approved as to Form ¤ ___________
¤ City Attorney

classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	**Hourly Pay Range Min/Max**	**Overtime Eligibility**
Accountant	28.2676/41.0956	Exempt
Accounting Technician – Solid Waste	20.8218/26.1926	40 hrs/week
Administrative Assistant –Building – Part Time	20.4435/29.3215	40 hrs/week
Administrative Coordinator – Public Works	23.8182/34.7669	40 hrs/week
Assistant Finance Director	36.6364/54.4021	Exempt
Assistant Public Works Director/Engineering	44.1891/67.2738	Exempt
Assistant Public Works Director of Wastewater	52.4948/73.3160	Exempt
Assistant Utilities Director – Engineering/Business Operations	57.3856/83.3704	Exempt
Assistant Utilities Director – Production	57.3856/83.3704	Exempt
Assistant Utilities Director – Transmission	57.3856/83.3704	Exempt
Attorney	38.4573/56.8206	Exempt
Building Department Director	43.7705/64.7396	Exempt
Cemetery Superintendent	27.8026/40.1660	Exempt
City Administrator	83.5875/96.3450	Exempt
City Attorney	56.1473/77.4553	Exempt
City Clerk	36.2973/48.1076	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	36.3159/52.2973	Exempt
Collection System Supervisor	27.7512/41.1137	40 hrs/week
Community Development Administrator	24.6956/36.6738	40 hrs/week
Community Service Officer – Part time	17.5592/24.6211	40 hrs/week
Custodian – Library, Police	16.5211/22.1077	40 hrs/week
Customer Service Representative	11.2934/15.4904	40 hrs/week
Customer Service Team Leader	22.9229/32.7796	Exempt
Deputy City Clerk	29.0378/38.4860	40 hrs/week
Electric Distribution Superintendent	41.9336/57.6781	Exempt
Electric Distribution Supervisor	38.8735/53.7222	40 hrs/week
Electric Underground Superintendent	41.2596/57.4986	Exempt
Electrical Engineer I	31.4980/43.8334	Exempt

Classification	**Hourly Pay Range Min/Max**	**Overtime Eligibility**
Electrical Engineer II	35.2926/50.7006	Exempt
Emergency Management Deputy Director	30.7543/45.1964	Exempt
Emergency Management Director	43.7705/64.7396	Exempt
Engineer I – Public Works	34.6000/49.9636	Exempt
Engineer I – WWTP	34.6000/49.9636	Exempt
Engineering Technician - WWTP	23.4063/33.6893	40 hrs/week
Equipment Operator - Solid Waste	22.0125/28.9944	40 hrs/week
Finance Director	49.6760/74.7189	Exempt
Finance Operations Supervisor	27.4819/38.6171	Exempt
Fire Chief	51.3028/73.2971	Exempt
Fire EMS Division Chief	43.5279/58.8883	Exempt
Fire Operations Division Chief	43.5279/58.8883	Exempt
Fire Prevention Division Chief	43.5279/58.8883	Exempt
Fleet Services Shop Foreman	27.8789/41.2434	40 hrs/week
GIS Coordinator - PW	30.3065/45.2375	Exempt
Grants Administrator	28.2676/41.0956	40 hrs/week
Grounds Management Crew Chief – Cemetery	22.2425/33.6894	40 hrs/week
Grounds Management Crew Chief – Parks	24.3158/34.9630	40 hrs/week
Human Resources Director	44.5499/66.8681	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	26.7780/40.3274	40 hrs/week
Human Resources Recruiter	26.7780/40.3274	40 hrs/week
Human Resources Specialist	26.7780/40.3274	40 hrs/week
Information Technology Manager	42.0401/63.5004	Exempt
Interpreter/Translator	17.5507/26.3534	40 hrs/week
Legal Secretary	22.5094/33.5515	40 hrs/week
Librarian I	26.4156/35.7006	Exempt
Librarian II	30.6949/39.4211	Exempt
Library Assistant I	17.6104/25.4509	40 hrs/week
Library Assistant II	21.7632/30.8094	40 hrs/week
Library Director	48.5101/73.1620	Exempt
Library Page	12.5198/17.2716	40 hrs/week
Library Secretary	18.5589/25.9374	40 hrs/week
Maintenance Worker – Cemetery Part Time	15.7820/23.3988	40 hrs/week
Meter Reader – Part Time	~~20.8602/27.9301~~ 24.1758/30.1979	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Meter Reader Supervisor	26.5439/34.2119	Exempt
MPO Program Manager	29.8575/44.2044	Exempt
Office Manager – Police Department	22.5835/33.4954	40 hrs/week
Parks and Recreation Director	47.9659/71.9623	Exempt
Parks Superintendent	35.5843/52.3295	Exempt
Payroll Specialist	23.7770/34.7883	40 hrs/week
Planner I	26.2252/39.0590	40 hrs/week
Planning Director	44.7728/66.3355	Exempt
Police Captain	41.0025/59.7113	Exempt
Police Chief	48.7891/76.6353	Exempt
Power Plant Maintenance Supervisor	40.0363/55.8464	Exempt
Power Plant Operations Supervisor	40.6060/57.8480	Exempt
Power Plant Superintendent – Burdick	49.9228/70.8321	Exempt
Power Plant Superintendent – PGS	52.8326/76.7941	Exempt
Public Works Director	50.6938/76.5018	Exempt
Public Works Engineer	35.9586/53.6866	Exempt
Receptionist	17.5507/26.3534	40 hrs/week
Recreation Coordinator	26.0828/37.0175	Exempt
Recreation Superintendent	34.2833/50.4243	Exempt
Regulatory and Environmental Manager	43.3598/57.4829	Exempt
Senior Civil Engineer	41.2645/61.1740	Exempt
Senior Electrical Engineer	~~42.8924~~ 48.8088/61.3995	Exempt
Senior Public Safety Dispatcher	23.2192/30.4183	40 hrs/week
Senior Utility Secretary	19.6160/27.4180	40 hrs/week
Shooting Range Superintendent	31.4890/47.2754	Exempt
Solid Waste Division Clerk - Full Time	21.3908/26.9660	40 hrs/week
Solid Waste Division Clerk - Part Time	19.2517/24.2694	40 hrs/week
Solid Waste Foreman	26.4749/36.9540	40 hrs/week
Solid Waste Superintendent	36.2099/53.8010	Exempt
Street Superintendent	33.7851/49.3640	Exempt
Street Foreman	26.9844/39.9813	40 hrs/week
Transit Program Manager	30.1356/45.2410	Exempt
Utilities Director	75.7041/105.1509	Exempt
Utility Production Engineer	41.0193/59.6150	Exempt
Utility Warehouse Supervisor	30.0775/41.1263	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Victim Assistance Unit Coordinator	18.4893/25.8710	40 hrs/week
Victim/Witness Advocate	16.9519/23.7076	40 hrs/week
Wastewater Plant Chief Operator	27.3718/38.4983	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	28.0480/41.0928	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.9795	Exempt
Water Superintendent	35.2743/52.1246	Exempt
Water Supervisor	28.7632/42.1517	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
    - 1 referral – $50.00
    - 2 referrals - $75.00
    - 3 or more referrals - $100.00

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW Utilities labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Utilities labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	~~21.9201~~ 22.3876/31.1427	40 hrs/week
Custodian	17.3168~~/21.4065~~ /21.5822	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	~~25.6354~~ 26.1591/33.5904	40 hrs/week
Engineering Technician II	~~32.4212~~ 32.4526/42.0591	40 hrs/week
Instrument Technician	~~34.3553/45.2280~~ 37.0707/47.2568	40 hrs/week
Lineworker Apprentice	~~26.6079/36.6610~~ 27.7882/38.5498	40 hrs/week
Lineworker First Class	~~33.0441/41.8296~~ 35.4013/43.7249	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Materials Handler	31.0007~~/38.0597~~ /39.4318	40 hrs/week
Meter Reader	~~20.8602/27.9301~~ 24.1758/30.1979	40 hrs/week
Meter Technician	~~31.3285/36.6107~~ 33.2499/37.7483	40 hrs/week
Power Dispatcher I	~~33.7325/40.5910~~ 36.1020/44.7877	40 hrs/week
Power Dispatcher II	~~40.1796/48.0800~~ 40.2854/50.7224	40 hrs/week
Power Plant Maintenance Mechanic	~~31.9732/42.0591~~ 34.6092/42.8018	40 hrs/week
Power Plant Operator	~~34.5848/41.9279~~ 37.8075/43.8578	40 hrs/week
Senior Engineering Technician	~~33.2735/43.6982~~ 36.0782/45.0109	40 hrs/week
Senior Materials Handler	~~33.4702/43.5889~~ 35.4941/49.2077	40 hrs/week
~~Senior Meter Reader~~	~~22.0869/28.7680~~	~~40 hrs/week~~
Senior Power Dispatcher	46.4846~~/54.8986~~ /55.9970	40 hrs/week
Senior Power Plant Operator	~~40.6167/48.5947~~ 43.5085/50.4378	40 hrs/week
Senior Substation Technician	39.6994~~/44.7362~~ /46.2921	40 hrs/week
Senior Water Maintenance Worker	~~25.8211~~ 26.9446/35.9365	40 hrs/week
Substation Technician	39.5895~~/41.3051~~ /44.4692	40 hrs/week
Systems Technician	~~38.9776/45.0094~~ 41.5793/46.6303	40 hrs/week
Tree Trim Crew Chief	~~30.7493/41.4471~~ 35.6425/44.8034	40 hrs/week
Utility Electrician	~~31.9513/42.3869~~ 34.6685/44.1017	40 hrs/week
Utility Groundman	~~20.0188/28.0000~~ 24.4206/30.8000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/~~42.5617~~ /45.5569	40 hrs/week
Utility Warehouse Clerk	~~23.8324/30.1483~~ 26.2350/32.7744	40 hrs/week
Water Maintenance Worker	~~24.6738/32.5960~~ 25.4102/33.4379	40 hrs/week
Wireworker I	~~23.8324/36.0600~~ 25.5350/37.6918	40 hrs/week
Wireworker II	~~33.0441/41.8296~~	40 hrs/week

Classification	**Hourly Pay Range Min/Max**	**Overtime Eligibility**
	35.4013/43.4249	

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	**Hourly Pay Range Min/Max**	
Police Officer	24.0225/38.1427	
Police Sergeant	33.2774/45.2590	
Police Lieutenant	36.7071/51.5830	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

A lateral hiring incentive is provided, namely for certified applicants, One-Thousand Five Hundred Dollars ($1,500) certification credit and fifty (50) hours of compensatory time if eligible.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	**Hourly Pay Range Min/Max**	**Overtime Eligibility**
Fire Captain	23.0309/29.6326	212 hrs/28 days
Firefighter / EMT	17.3619/24.2884	212 hrs/28 days
Firefighter / Paramedic	18.7687/26.5120	212 hrs/28 days
Life Safety Inspector	26.4868/34.5345	40 hrs/week
Battalion Chief	29.6036/34.1068	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents ($.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Wastewater Treatment Plant labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.8680/28.2987	40 hrs/week
Biosolids Technician	23.0200/33.9453	40 hrs/week
Equipment Operator – WWTP	21.3138/ 29.8620	40 hrs/week
Lead Maintenance Mechanic	23.4477/33.9307	40 hrs/week
Lead Maintenance Worker	22.5717/31.7608	40 hrs/week
Lead Wastewater Plant Operator	25.1151/36.0041	40 hrs/week
Maintenance Mechanic I	19.9733/30.0117	40 hrs/week
Maintenance Worker – WWTP	19.9316/29.5334	40 hrs/week
Stormwater Program Manager	24.5901/36.8334	40 hrs/week
Wastewater Plant Laboratory Technician	22.7916/31.5683	40 hrs/week
Wastewater Plant Operator I	20.5507/28.8558	40 hrs/week
Wastewater Plant Operator II	23.3588/33.0438	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	18.1313/26.2818	40 hrs/week
Accounting Technician – Streets	21.7231/28.4998	40 hrs/week
Accounts Payable Clerk	20.4525/28.9122	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.4435/29.3215	40 hrs/week
Administrative Assistant – Public Works	21.6005/31.2640	40 hrs/week
Audio Video Technician	24.4873/32.9470	40 hrs/week
Building Inspector	24.0080/35.9899	40 hrs/week
Cashier	18.6247/25.5908	40 hrs/week
Community Service Officer	17.5592/24.6211	40 hrs/week

Computer Technician	25.5128/36.6251	40 hrs/week
Crime Analyst	25.1338/32.4789	40 hrs/week
Electrical Inspector	24.1752/35.9119	40 hrs/week
Emergency Management Coordinator	21.5894/31.2640	40 hrs/week
Engineering Technician – Public Works	24.1683/34.0850	40 hrs/week
Evidence Technician	20.2408/29.4361	40 hrs/week
GIS Coordinator	31.0713/46.8124	40 hrs/week
Maintenance Worker I – Building, Library, Police	17.1541/24.2867	40 hrs/week
Maintenance Worker II – Building, Library, Police	20.1627/27.1401	40 hrs/week
Payroll Clerk	21.2139/29.9773	40 hrs/week
Plans Examiner	23.9582/35.9899	40 hrs/week
Plumbing/Mechanical Inspector	24.1864/35.5663	40 hrs/week
Police Records Clerk	18.0813/25.6821	40 hrs/week
Public Safety Dispatcher	21.7901/28.8008	40 hrs/week
Senior Accounting Clerk	20.2854/28.8676	40 hrs/week
Shooting Range Operator	26.6273/35.8338	40 hrs/week
Wastewater Secretary	20.3634/28.7450	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. A shift differential of fifty cents ($0.50) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of seventy-five cents ($0.75) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of fifty cents ($0.50) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m.

and 11:00 p.m. A shift differential of seventy-five cents ($0.75) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of ~~$0.25~~ $0.50 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional forty-five cents ($0.45) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents ($0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents ($0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents ($0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents ($0.25) per hour for wages attributable to the evening shift.

The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above.

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars ($525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars ($400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars ($500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars ($325.00) semi-annually. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars ($1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred ($700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars ($1,000.00). The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars ($700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars ($1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars ($350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars

($25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars ($25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents ($484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars ($650.00) per year, divided into twenty-six (26) pay periods.

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars ($1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars ($10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by ~~the IBEW-Utilities labor agreement and~~ the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars ($12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars ($12.00) per meal, if they are required to work two (2) hours unscheduled overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars ($18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars ($12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars ($30.00) biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen

hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at

36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% x 1,106 hours]. The amount of contribution will be based upon the employee’s salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee’s salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee’s salary at the time of separation. The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars ($30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance labor agreement, IBEW Wastewater Treatment Plant labor agreement and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars ($20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars ($10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

Five (5) years (beginning 6th year	$ 350.00
Ten (10) years (beginning 11th year)	$ 645.50
Fifteen (15) years (beginning 16th year)	$ 870.00

Twenty (20) years (beginning 21st year)	$1,096.00
Twenty-five (25) years (beginning 26th year)	$1,270.00

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6th year)	$ 226.00
Ten (10) years (beginning 11th year)	$ 443.00
Fifteen (15) years (beginning 16th year)	$ 624.00
Twenty (20) years (beginning 21st year)	$ 796.00
Twenty-five (25) years (beginning 26th year)	$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant shall annually receive longevity pay as follows:

Five (5) years (beginning 6th year)	$ 226.00
Ten (10) years (beginning 11th year)	$ 443.00
Fifteen (15) years (beginning 16th year)	$ 624.00
Twenty (20) years (beginning 21st year)	$ 796.00
Twenty-five (25) years (beginning 26th year)	$ 994.00
Forty (40) years (beginning 41st year)	$1,174.00

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

Ten (10) years (beginning 11th year)	$ 645.50
Fifteen (15) years (beginning 16th year)	$ 830.50
Twenty (20) years (beginning 21st year)	$1,032.50
Twenty-five (25) years (beginning 26th year)	$1,247.50

Those employees who are represented by the IBEW Service/Clerical/Finance labor agreement shall annually receive longevity pay as a lump sum payment on the payroll which includes their anniversary date as follows:

Five (5) years (beginning 6th year)	$ 226.00
Ten (10) years (beginning 11th year)	$ 443.00
Fifteen (15) years (beginning 16th year)	$ 624.00
Twenty (20) years (beginning 21st year)	$ 796.00
Twenty-five (25) years (beginning 26th year)	$ 994.00
Forty (40) years (beginning 41st year)	$1,174.00

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law ~~effective~~ retroactive to October 10, 2021.

SECTION 14. Those portions of Ordinance No. ~~9842~~ 9851 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: ______________________

____
Roger G. Steele, Mayor

Attest: ________________________
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-8

#9862 - Consideration of Vacation of Public Utility Easement in Lake Heritage Second Subdivision; 2009 W US Highway 34 (Brian T. & Lori L. Fausch)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Consideration of Vacation of Public Utility Easement in Lake Heritage Second Subdivision; 2009 W US Highway 34 (Brian T. & Lori L. Fausch)

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

Background

A public utility easement within Lake Heritage Second Subdivision was filed with Hall County Register of Deeds on October 13, 2010 as Document No. 201007490.

Discussion

Public easements were dedicated with the original plat of Lake Heritage Second Subdivision. The initial location of the septic utility easement needs to be relocated to allow for construction of a new building, therefore City Council is being asked at tonight's meeting to vacate the initial easement and acquire a new one in the appropriate location. A sketch is attached to show the easement area.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the septic utility easement in Lake Heritage Second Subdivision; 2009 W US Highway 34 (Brian T. & Lori L. Fausch).

Sample Motion

Move to pass an ordinance vacating the easement.

This Space Reserved for Register of Deeds

ORDINANCE NO. 9862

An ordinance to vacate an existing septic utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing septic utility easement located in Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

> *TWO (2) TRACTS OF LAND BEING 25 FEET WIDE BY 100 FEET IN LENGTH LOCATED IN LOT FOUR (4), LAKE HERITAGE SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON A PLAT FILED IN THE OFFICE OF THE HALL COUTNY REGISTER OF DEEDS, INSTRUMENT NO. 0201007490, THE TWO (2) 25 FEET BY 100 FEET STRIPS OF LAND, LYING 5.00 FEET NORTHERLY OF THE FOLLOWING DESCRIBED SIDELINE:*
>
> *COMMENCING AT A ½” PIPE AT THE NORTHWEST CORNER OF SAID LOT FOUR (4); THENCE S01°49’21”W ON THE WEST LINE OF SAID LOT FOUR (4); AND ALL BEARINGS CONTAINED HEREIN ARE RELATIVE THERETO, A DISTANCE OF 139.88 FEET TO A ½” PIPE; THENCE S69°53’20”E, A DISTANCE OF 4.45 FEET OT THE POINT OF BEGINNING OF SAID SIDELINE FOR TRACT ONE (1); THENCE S69°53’20”E A DISTANCE OF 100.00 FEET TO THE END OF THE FIRST TRACT OF LAND; THENCE S69°53’20”E, A*

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

> *DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF SAID SIDELINE FOR TRACT TWO (2); THENCE S69º53'20"E, A DISTANCE OF 100.00 FEET TO THE END OF TRACT TWO (2). THE ABOVE DESCRBIED TRACTS OF LAND BEING USED FOR A UTILITY EASEMENT CONTAINING A TOTAL OF 0.11 ACRES MORE OR LESS.*

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacate Exhibit 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

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

Enacted: November 9, 2021

____
Roger G. Steele, Mayor

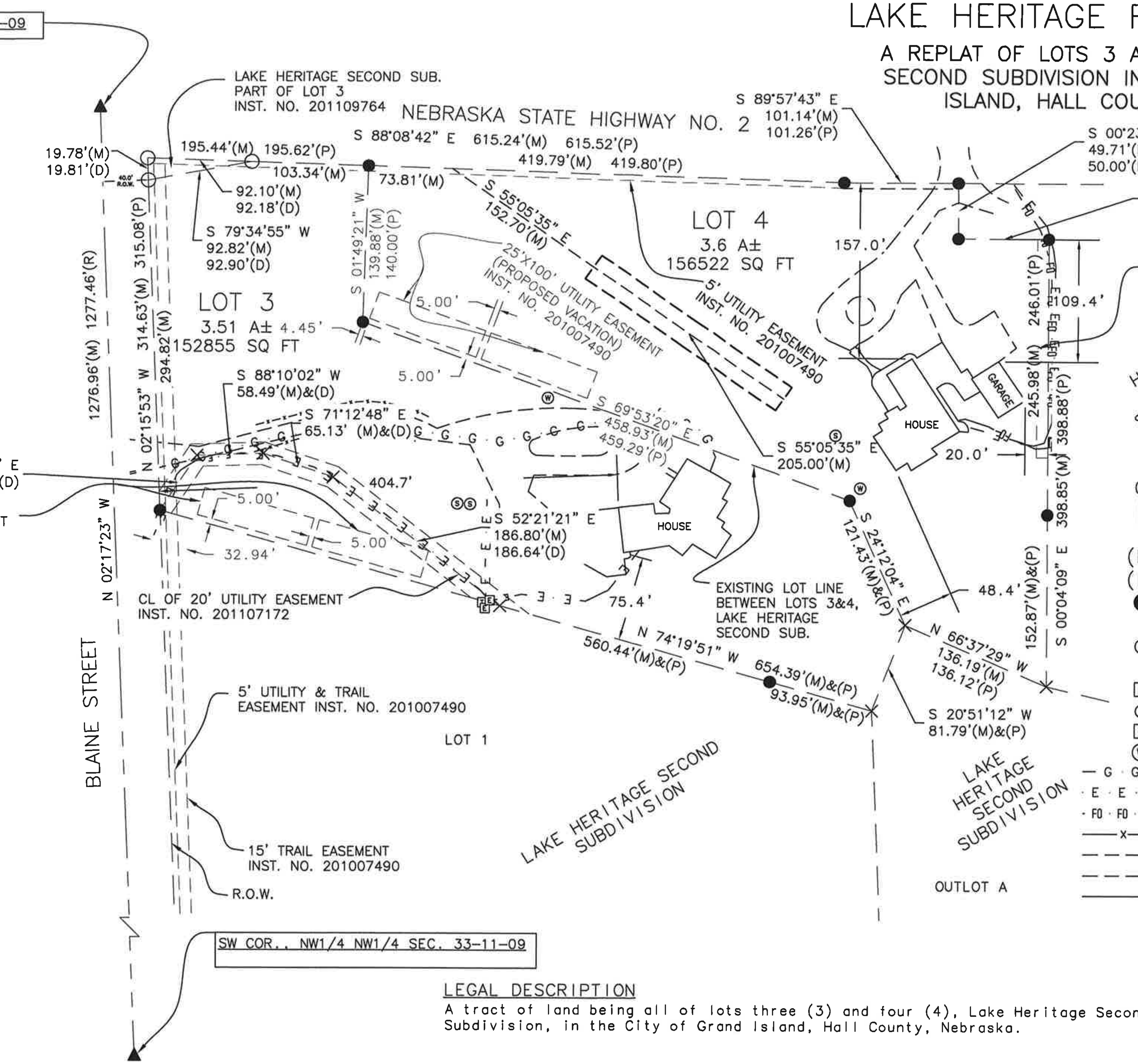
Attest:

____
RaNae Edwards, City Clerk

"EASEMENT VACATION & RELOCATION EXHIBIT"

LAKE HERITAGE FIFTH SUBDIVISION

A REPLAT OF LOTS 3 AND 4, LAKE HERITAGE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.


NW COR., NW1/4 SEC. 33-11-09
LAKE HERITAGE SECOND SUB.
PART OF LOT 3
INST. NO. 201109764
NEBRASKA STATE HIGHWAY NO. 2
S 88°08'42" E 615.24'(M) 615.52'(P)
419.79'(M) 419.80'(P)
S 89°57'43" E
101.14'(M)
101.26'(P)
19.78'(M)
19.81'(D)
40.0' R.O.W.
195.44'(M) 195.62'(P)
103.34'(M)
92.10'(M)
92.18'(D)
S 79°34'55" W
92.82'(M)
92.90'(D)
73.81'(M)
S 01°49'21" W
139.88'(M)
140.00'(P)
S 55°05'35" E
152.70'(M)
LOT 3
3.51 A±
152855 SQ FT
4.45'
5.00'
5.00'
25'X100' UTILITY EASEMENT
(PROPOSED VACATION)
INST. NO. 201007490
5' UTILITY EASEMENT
INST. NO. 201007490
LOT 4
3.6 A±
156522 SQ FT
157.0'
1276.96'(M) 1277.46'(R)
N 02°15'53" W 314.63'(M) 315.08'(P)
294.82'(M)
S 88°10'02" W
58.49'(M)&(D)
S 71°12'48" E
65.13' (M)&(D)
S 69°53'20" E
458.93'(M)
459.29'(P)
S 55°05'35" E
205.00'(M)
N 33°42'52" E
58.74'(M)&(D)
25'X100' UTILITY EASEMENT
INST. NO. 201007490
404.7'
5.00'
5.00'
32.94'
S 52°21'21" E
186.80'(M)
186.64'(D)
HOUSE
HOUSE
GARAGE
75.4'
CL OF 20' UTILITY EASEMENT
INST. NO. 201107172
EXISTING LOT LINE
BETWEEN LOTS 3&4,
LAKE HERITAGE
SECOND SUB.
N 74°19'51" W
560.44'(M)&(P)
654.39'(M)&(P)
93.95'(M)&(P)
S 24°12'04" E
121.43'(M)&(P)
48.4'
N 66°37'29" W
136.19'(M)
136.12'(P)
S 20°51'12" W
81.79'(M)&(P)
S 00°23'15" E
49.71'(M)
50.00'(P)
N 89°52'17" W
79.76'(M)
80.00'(P)
10' UTILITY EASEMENT
INST. NO. 201107571
109.4'
20.0'
246.01'(P)
245.98'(M)
398.88'(P)
398.85'(M)
152.87'(M)&(P)
S 00°04'09" E
LAKE HERITAGE SECOND SUBDIVISION
LOT 5
N 02°17'23" W
BLAINE STREET
5' UTILITY & TRAIL
EASEMENT INST. NO. 201007490
LOT 1
15' TRAIL EASEMENT
INST. NO. 201007490
R.O.W.
LAKE HERITAGE SECOND SUBDIVISION
LAKE HERITAGE SECOND SUBDIVISION
OUTLOT A
SW COR., NW1/4 NW1/4 SEC. 33-11-09

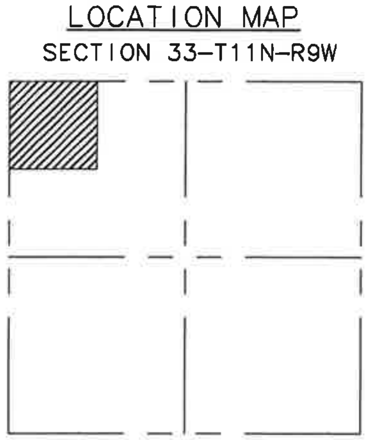
0 100 200

N

(M) = MEASURED DISTANCE
(P) = PLATTED DISTANCE
● = FOUND PROPERTY CORNER (CAPPED 5/8" IRON ROD)
○ = SET PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
E = ELECTRICAL BOX
S = SEPTIC LID
T = TEL. PEDESTAL
W = WELL
— G · G — = GAS
· E · E · E · = UNDERGROUND ELECTRIC
· FO · FO · FO · = FIBER OPTIC
——x—— = FENCE
– – – – = EASEMENT
– – – – = GRAVEL
———— = CONCRETE

LOCATION MAP

SECTION 33-T11N-R9W



LEGAL DESCRIPTION

A tract of land being all of lots three (3) and four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

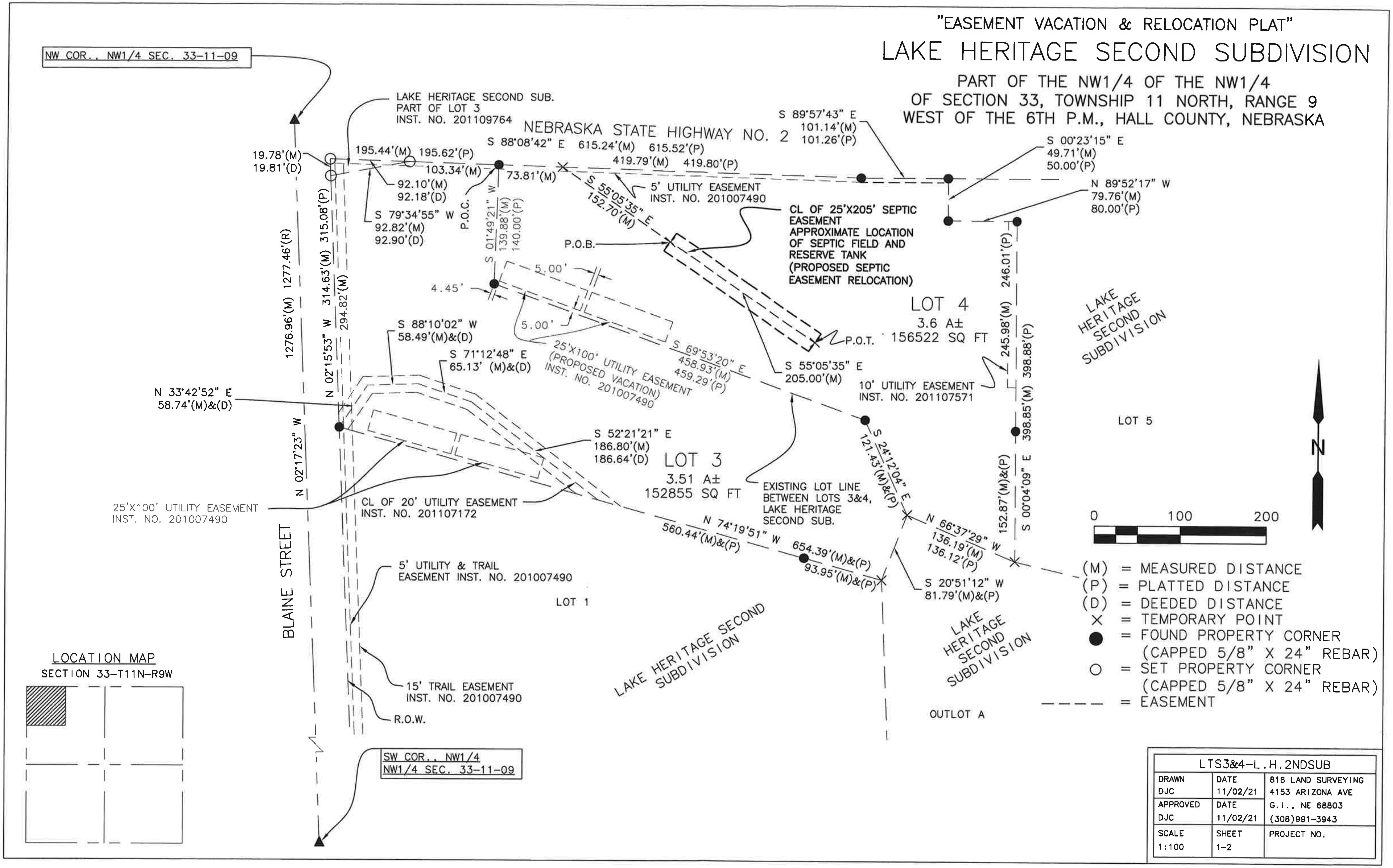
LTS1&2-L.H.5THSUB

DRAWN DJC	DATE 10/20/21	818 LAND SURVEYING 4153 ARIZONA AVE
APPROVED DJC	DATE 10/21/21	G.I., NE 68803 (308)991-3943
SCALE 1:100	SHEET 1-1	PROJECT NO.

"EASEMENT VACATION & RELOCATION PLAT"

LAKE HERITAGE SECOND SUBDIVISION

PART OF THE NW1/4 OF THE NW1/4 OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA



NW COR., NW1/4 SEC. 33-11-09
LAKE HERITAGE SECOND SUB.
PART OF LOT 3
INST. NO. 201109764
NEBRASKA STATE HIGHWAY NO. 2
S 89°57'43" E
101.14'(M)
101.26'(P)
S 00°23'15" E
49.71'(M)
50.00'(P)
N 89°52'17" W
79.76'(M)
80.00'(P)
19.78'(M)
19.81'(D)
195.44'(M) 195.62'(P)
S 88°08'42" E 615.24'(M) 615.52'(P)
419.79'(M) 419.80'(P)
103.34'(M)
73.81'(M)
92.10'(M)
92.18'(D)
S 79°34'55" W
92.82'(M)
92.90'(D)
5' UTILITY EASEMENT
INST. NO. 201007490
S 55°05'35" E
152.70'(M)
P.O.C.
S 01°49'21" W
139.88'(M)
140.00'(P)
P.O.B.
CL OF 25'X205' SEPTIC EASEMENT
APPROXIMATE LOCATION OF SEPTIC FIELD AND RESERVE TANK
(PROPOSED SEPTIC EASEMENT RELOCATION)
1276.96'(M) 1277.46'(R)
N 02°15'53" W 314.63'(M) 315.08'(P)
294.82'(M)
5.00'
4.45'
5.00'
LOT 4
3.6 A±
156522 SQ FT
P.O.T.
246.01'(P)
245.98'(M)
398.88'(P)
LAKE HERITAGE SECOND SUBDIVISION
S 88°10'02" W
58.49'(M)&(D)
S 71°12'48" E
65.13' (M)&(D)
25'X100' UTILITY EASEMENT
(PROPOSED VACATION)
INST. NO. 201007490
S 69°53'20" E
458.93'(M)
459.29'(P)
S 55°05'35" E
205.00'(M)
10' UTILITY EASEMENT
INST. NO. 201107571
N 33°42'52" E
58.74'(M)&(D)
398.85'(M)
LOT 5
N 02°17'23" W
S 52°21'21" E
186.80'(M)
186.64'(D)
LOT 3
3.51 A±
152855 SQ FT
S 24°12'04" E
121.43'(M)&(P)
EXISTING LOT LINE BETWEEN LOTS 3&4, LAKE HERITAGE SECOND SUB.
152.87'(M)&(P)
S 00°04'09" E
N
25'X100' UTILITY EASEMENT
INST. NO. 201007490
CL OF 20' UTILITY EASEMENT
INST. NO. 201107172
N 74°19'51" W
560.44'(M)&(P)
654.39'(M)&(P)
93.95'(M)&(P)
N 66°37'29" W
136.19'(M)
136.12'(P)
0
100
200
S 20°51'12" W
81.79'(M)&(P)
BLAINE STREET
5' UTILITY & TRAIL EASEMENT INST. NO. 201007490
LOT 1
LAKE HERITAGE SECOND SUBDIVISION
LAKE HERITAGE SECOND SUBDIVISION
15' TRAIL EASEMENT
INST. NO. 201007490
R.O.W.
OUTLOT A
LOCATION MAP
SECTION 33-T11N-R9W
SW COR., NW1/4
NW1/4 SEC. 33-11-09

(M) = MEASURED DISTANCE
(P) = PLATTED DISTANCE
(D) = DEEDED DISTANCE
✕ = TEMPORARY POINT
● = FOUND PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
○ = SET PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
– – – – = EASEMENT

LTS3&4-L.H.2NDSUB

DRAWN DJC	DATE 11/02/21	818 LAND SURVEYING 4153 ARIZONA AVE G.I., NE 68803 (308)991-3943
APPROVED DJC	DATE 11/02/21	
SCALE 1:100	SHEET 1-2	PROJECT NO.

"EASEMENT VACATION & RELOCATION LEGAL DESCRIPTIONS"

LAKE HERITAGE SECOND SUBDIVISION

PART OF THE NW1/4 OF THE NW1/4
OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 9
WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA

LEGAL DESCRIPTION (25' X 100' UTILITY EASEMENT VACATION)

Two (2) tracts of land being 25 feet wide by 100 feet in length located in Lot four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, as show on a plat filed in the office of the Hall County Register of Deeds, Instrument Number 0201007490, the two (2) 25 feet by 100 feet strips of land, lying 5.00 feet northerly of the following described sideline: COMMENCING at a 1/2" pipe at the Northwest corner of said Lot four (4); thence S 01°49'21" W on the West line of said Lot four (4), and all bearings contained herein are relative thereto, a distance of 139.88 feet to a 1/2" pipe; thence S 69°53'20" E, a distance of 4.45 feet to the POINT OF BEGINNING of said sideline for tract (1); thence S 69°53'20" E a distance of 100.00 feet to the end of the first tract of land; thence S 69°53'20" E, a distance of 5.00 feet to the POINT OF BEGINNING of said sideline for tract two (2); thence S 69°53'20" E, a distance of 100.00 feet to the end of tract two (2).

The above described tracts of land being using for a Utility Easement containing a total of 0.11 Acres more of less.

LEGAL DESCRIPTION (SEPTIC UTILITY EASEMENT)

A strip of land being 25 feet wide septic utility easement located in Lot four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, the center line of which is more particularly described as follows: COMMENCING at a 1/2" pipe at the Northwest corner of said Lot four (4); thence S 88°08'42" E on the North line of said Lot four (4), and all bearings contained herein are relative thereto, a distance of 73.81 feet to a point on the North line of said Lot four (4); thence S 55°05'35" E a distance of 152.70 feet to the POINT OF BEGINNING; thence S 55°05'35" E a distance of 205.00 feet to the POINT OF TERMINATION.

The above described easement containing a total of 0.12 Acres more of less.

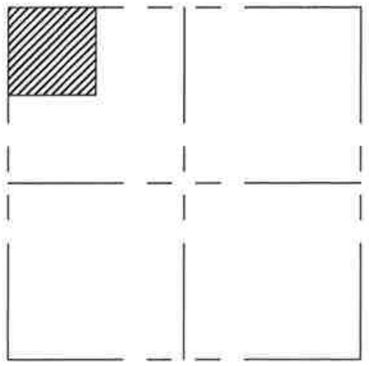
SURVEYOR'S CERTIFICATE

I, Dylan Campbell, Nebraska Registered Land Surveyor No. 818, do hereby certify that on September 22, 2021, I surveyed the above platted and described tract of land using known and record monuments. All information shown hereon is true and correct to the best of my knowledge and belief.

Dylan Campbell
Nebraska R.L.S. No. 818

11/02/21
LS-818
DYLAN J. CAMPBELL

LOCATION MAP
SECTION 33-T11N-R9W



LTS3&4-L.H.2NDSUB		
DRAWN DJC	DATE 11/02/21	818 LAND SURVEYING 4153 ARIZONA AVE
APPROVED DJC	DATE 11/02/21	G.I., NE 68803 (308)991-3943
SCALE 1:100	SHEET 2-2	PROJECT NO.

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item F-9

#9863 - Consideration of Vacation of Public Right-of-Way in Original Town; Wheeler Avenue between South Front Street and 3rd Street

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Consideration of Vacation of Public Right-of-Way in Original Town; Wheeler Avenue between South Front Street and 3rd Street

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

Background

The section of Wheeler Avenue from South Front Street to 3rd Street has been utilized as a public event space for the past few years, however is currently public street right-of-way.

Discussion

In order to continue the use of Wheeler Avenue from South Front Street to 3rd Street as a public event space this area requires vacation as public right-of-way. Due to several utilities being in this area a public utility easement will be retained over the complete section. The attached sketch details the referenced area.

The City will retain an easement in this area, only the right-of-way designation is being removed.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the public right-of-way in Original Town; Wheeler Avenue between South Front Street and 3rd Street, with easement retained.

Sample Motion

Move to pass an ordinance vacating the public right-of-way and retaining easement.

This Space Reserved for Register of Deeds

ORDINANCE NO. 9863

An ordinance to vacate a portion of an existing right-of-way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal any ordinance or parts of ordinance in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That a portion of an existing right-of-way of Wheeler Avenue, more particularly described as follows:

> A TRACT OF LAND BEING PART OF NORTH WHEELER AVENUE RIGHT-OF-WAY LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SOUTH FRONT STREET AND BETWEEN LOT FOUR (4), BLOCK FIFTY-SIX (56) AND LOT ONE (1), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 4, BLOCK 56, ORIGINAL TOWN OF GRAND ISLAND, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S28°18'54"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WHEELER AVENUE AND ALSO BEING THE WESTERLY LINE OF SAID BLOCK 56, A DISTANCE OF 132.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE S61°29'47"W A DISTANCE OF 79.93 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 57, ORIGINAL TOWN; THENCE N28°20'50"W, ALONG THE

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

WESTERLY LINE OF NORTH WHEELER AVENUE AND THE EASTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 132.05 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 1, BLOCK 57; THENCE N61°31'24"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SOUTH FRONT STREET, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 10557.55 SQUARE FEET OR 0.242 ACRES MORE OR LESS.

AND

A TRACT OF LAND BEING PART OF NORTH WHEELER AVENUE RIGHT-OF-WAY LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 3RD STREET AND BETWEEN LOT FIVE (5), BLOCK FIFTY-SIX (56) AND LOT EIGHT (8), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 56, ORIGINAL TOWN OF GRAND ISLAND, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S61°31'09"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 3RD STREET, A DISTANCE OF 80.00 FEET TO THE SOUTHEASTERLY CORNER OF BLOCK 57, ORIGINAL TOWN; THENCE N28°20'50"W, ALONG THE WESTERLY LINE OF NORTH WHEELER AVENUE AND THE EASTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 132.05 FEET TO THE NORTHEASTERLY CORNER OF LOT 8, SAID BLOCK 57; THENCE N61°29'47"E A DISTANCE OF 79.93 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5, BLOCK 56; THENCE S28°22'32"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WHEELER AVENUE AND ALSO BEING THE WESTERLY LINE OF SAID BLOCK 56, A DISTANCE OF 132.08 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 10560.89 SQUARE FEET OR 0.242 ACRES MORE OR LESS.

is hereby vacated. Such right-of-way to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The property vacated by Section 1 shall be retained as public utility easement by City of Grand Island, Nebraska.

SECTION 3. The title to the property vacated by Section 1 of this Ordinance shall revert to the adjacent property owners equally.

SECTION 4. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

ORDINANCE NO. 9863 (Cont.)

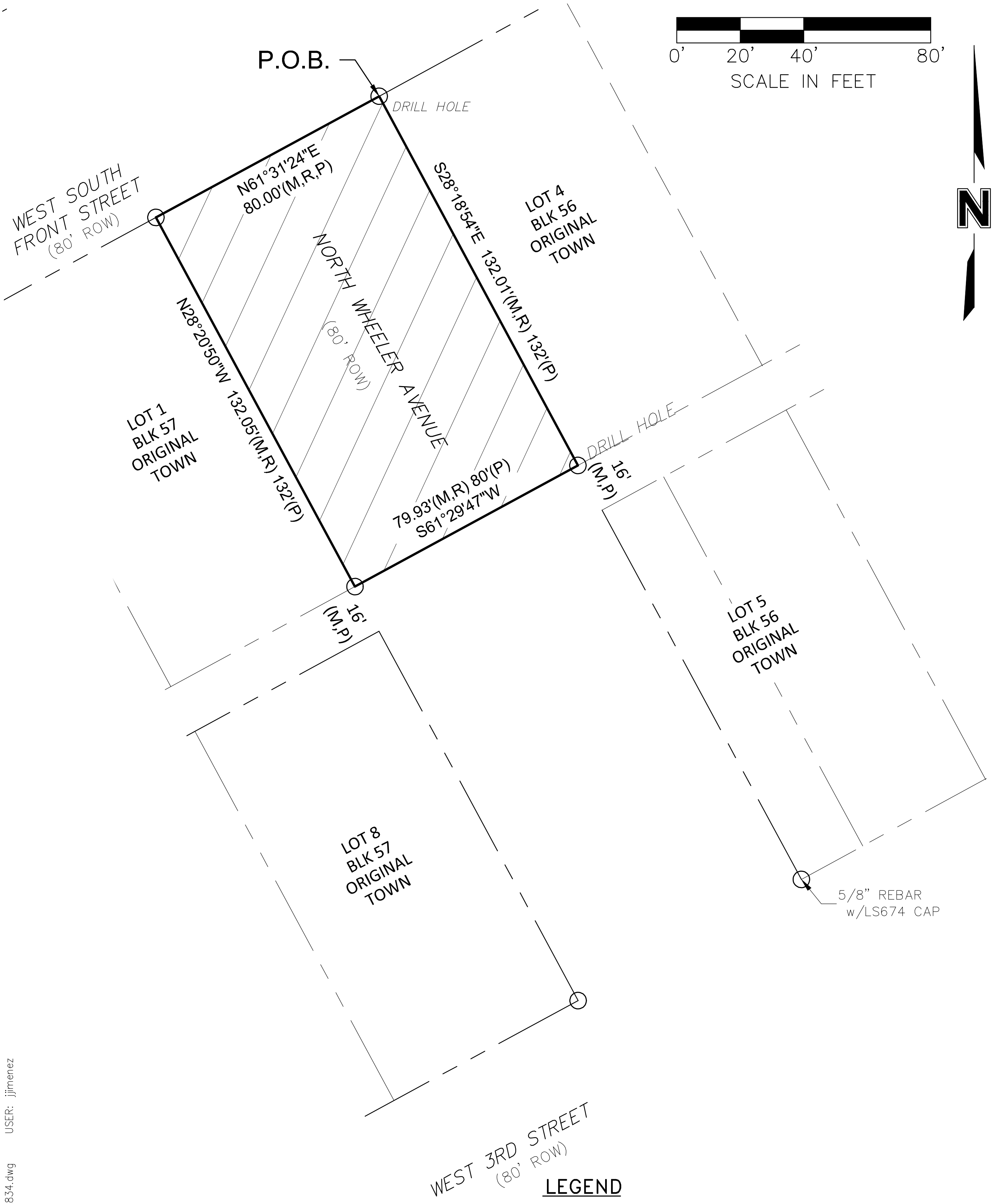
SECTION 5. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk


0' 20' 40' 80'
SCALE IN FEET
N
P.O.B.
DRILL HOLE
WEST SOUTH FRONT STREET
(80' ROW)
N61°31'24"E
80.00'(M,R,P)
S28°18'54"E 132.01'(M,R) 132'(P)
LOT 4
BLK 56
ORIGINAL
TOWN
NORTH WHEELER AVENUE
(80' ROW)
N28°20'50"W 132.05'(M,R) 132'(P)
LOT 1
BLK 57
ORIGINAL
TOWN
DRILL HOLE
16'
(M,P)
79.93'(M,R) 80'(P)
S61°29'47"W
16'
(M,P)
LOT 5
BLK 56
ORIGINAL
TOWN
LOT 8
BLK 57
ORIGINAL
TOWN
5/8" REBAR
w/LS674 CAP
WEST 3RD STREET
(80' ROW)

LEGEND

○	FOUND CORNER (MAG NAIL w/WASHER OR AS NOTED)
——— — — ———	PROPERTY LINE
▨	VACATED ROW AREA TO BE RETAINED AS EASEMENT
M	MEASURED DISTANCE
P	PLATTED DISTANCE ORIGINAL TOWN
R	RECORDED DISTANCE J.E. HURT LS674 11/2020

DESCRIPTION

A TRACT OF LAND BEING PART OF NORTH WHEELER AVENUE RIGHT-OF-WAY LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST SOUTH FRONT STREET AND BETWEEN LOT FOUR (4), BLOCK FIFTY-SIX (56) AND LOT ONE (1), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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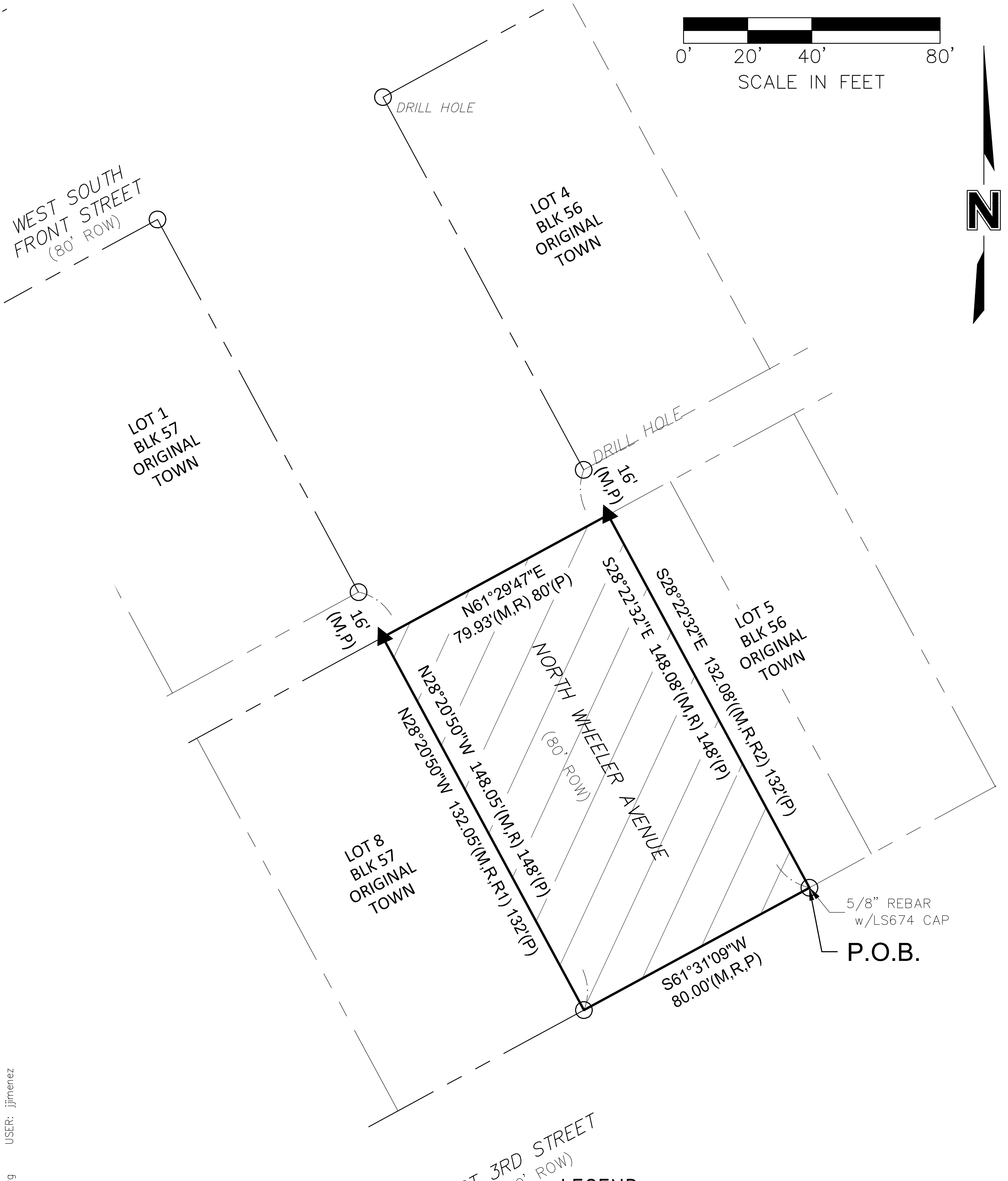
DWG: F:\2020\2501-3000\020-2834\40-Design\Survey\SRVY\Xref\V_VAC_0202834.dwg USER: jjimenez
DATE: Nov 23, 2020 5:57pm XREFS:

PROJECT NO: 2020-2834	VACATE	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: JMJ				1
DATE: 2020.11.24				


0' 20' 40' 80'
SCALE IN FEET
N
DRILL HOLE
WEST SOUTH FRONT STREET (80' ROW)
LOT 4 BLK 56 ORIGINAL TOWN
LOT 1 BLK 57 ORIGINAL TOWN
DRILL HOLE
16' (M,P)
16' (M,P)
N61°29'47"E 79.93'(M,R) 80'(P)
S28°22'32"E 148.08'(M,R) 148'(P)
S28°22'32"E 132.08'(M,R2) 132'(P)
LOT 5 BLK 56 ORIGINAL TOWN
NORTH WHEELER AVENUE (80' ROW)
N28°20'50"W 148.05'(M,R) 148'(P)
N28°20'50"W 132.05'(M,R,R1) 132'(P)
LOT 8 BLK 57 ORIGINAL TOWN
5/8" REBAR w/LS674 CAP
P.O.B.
S61°31'09"W 80.00'(M,R,P)
WEST 3RD STREET (80' ROW)

LEGEND

○	FOUND CORNER (MAG NAIL w/WASHER OR AS NOTED)
▲	CALCULATED CORNER
— — —	PROPERTY LINE
▨	VACATED ROW AREA TO BE RETAINED AS EASEMENT
M	MEASURED DISTANCE
P	PLATTED DISTANCE ORIGINAL TOWN
R	RECORDED DISTANCE J.E. HURT LS674 11/2020
R1	RECORDED DISTANCE T.L. KRUEGER LS448 2/29/2000
R2	RECORDED DISTANCE A.J. GOERTZEN LS704 3/07/2018

DESCRIPTION

A TRACT OF LAND BEING PART OF NORTH WHEELER AVENUE RIGHT-OF-WAY LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 3RD STREET AND BETWEEN LOT FIVE (5), BLOCK FIFTY-SIX (56) AND LOT EIGHT (8), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 56, ORIGINAL TOWN OF GRAND ISLAND, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S61°31'09"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 3RD STREET, A DISTANCE OF 80.00 FEET TO THE SOUTHEASTERLY CORNER OF BLOCK 57, ORIGINAL TOWN; THENCE N28°20'50"W, ALONG THE WESTERLY LINE OF NORTH WHEELER AVENUE AND THE EASTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 132.05 FEET TO THE NORTHEASTERLY CORNER OF LOT 8,SAID BLOCK 57; THENCE N61°29'47"E A DISTANCE OF 79.93 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5, BLOCK 56; THENCE S28°22'32"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WHEELER AVENUE AND ALSO BEING THE WESTERLY LINE OF SAID BLOCK 56, A DISTANCE OF 132.08 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 10560.89 SQUARE FEET OR 0.242 ACRES MORE OR LESS.

DWG: F:\2020\2501-3000\020-2834\40-Design\Survey\SRVY\Xref\V_VAC_0202834.dwg USER: jjimenez
DATE: Nov 23, 2020 5:55pm XREFS:

PROJECT NO: 2020-2834
DRAWN BY: JMJ
DATE: 2020.11.24

VACATE

olsson

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

EXHIBIT
2

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-1

Approving Minutes of October 26, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
October 26, 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 October 26, 2021. Notice of the meeting was given in *The Grand Island Independent* on October 20, 2021.

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

INVOCATION was given by Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele introduced Community Youth Council members Sydney Millsap and Reagan Fries.

BOARD OF EQUALIZATION: Motion by Minton, second by Nickerson to adjourn to the Board of Equalization. Upon roll call vote, all voted aye. Motion adopted.

#2021-BE-5 - Consideration of Determining Benefits for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions. Public Works Director John Collins reported that the Certificate of Final Completion for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions was approved by City Council on September 28, 2021, via Resolution No. 2021-253; with October 26, 2021 set as the date for Council to sit as the Board of Equalization. The Diamond Engineering Company of Grand Island, Nebraska was hired to perform such work in the amount of $678,366.25. Work was completed at a price of $671,194.58; with additional costs of $275,131.98 for a total cost of $946,326.56. The costs for this project will be assessed to the benefitting properties. Staff recommended approval.

Discussion was held regarding the rates.

Motion by Guzinseki, second by Stelk to approve Resolution #2021-BE-5. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Guzinski to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Zoning Change to Property located at 817 West 5th Street from R4-High Density Residential to B2-General Business (Veronica Ramos). Regional Planning Director Chad Nabity reported that the owners of 817 West 5th Street were requesting that the zoning on their property be changed from R4 High Density Residential to B2 General Business. The owners of the adjacent property on the corner of 5th and Eddy were making improvements to their parking lot. Based on the current zoning of the two properties this would require a buffer between the existing house on 817 West 5th and the new parking lot. The owners of 817 West 5th would rather have a newly paved parking lot than the existing gravel parking lot. Staff recommended approval. No public testimony was heard.

Public Hearing on Zoning Change to Property located West of North Road and South of Old Potash Highway from LLR-Large Lot Residential to RD-Residential Development (Rhoads Enterprises, Inc.). Regional Planning Director Chad Nabity reported that the proposed owners of 26 acres located south of Old Potash Highway and west of North Road were requesting that the zoning on property be changed from LLR Large Lot Residential to RD Residential Development Zone. The proposal was to build 192 units of single story apartments in three and five unit buildings on this property. Staff recommended approval. Zach Butz, 308 North Locust Street, representing Rhoads Enterprises, Inc., spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 4940 Gold Core Drive (Mountain Tower & Land, LLC). Utility Director Tim Luchsinger reported that the Utilities Department needed to acquire a utility easement located at 4940 Gold Core Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Mountain Tower & Land, LLC was upgrading their existing electrical service to the tower located at 4940 Gold Core Drive. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3518 S. Locust Street (R.S. Wheel, LLC). Utility Director Tim Luchsinger reported that the Utilities Department needed to acquire a utility easement located at 3518 South Locust Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Mountain Tower & Land, LLC was upgrading their existing electrical service to the tower located at 4940 Gold Core Drive. The Utilities Department was converting the overhead electric primary to underground at the intersection of US Highway 34 and South Locust Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3536 S. Locust St (Mid-Nebraska Coin-Op, Inc.). Utility Director Tim Luchsinger reported that the Utilities Department needed to acquire a utility easement located at 3536 South Locust Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The Utilities Department was converting the overhead electric primary to underground at the intersection of US Highway 34 and South Locust Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 1931 and 1935 Ellie Drive (Dana Point Development Corporation). Utility Director Tim Luchsinger reported that the Utilities Department needed to acquire a utility easement located at 1931 and 1935 Ellie Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Dana Point Development Corporation had requested new electrical infrastructure service to their new McCoy Meadows housing development. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9855 - Consideration of Approving Zoning Change for Property located at 817 West 5th Street from R4-High Density Residential to B2-General Business (Veronica Ramos)

This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Conley to approve Ordinance #9855 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9856 - Consideration of Approving Zoning Change for Property located West of North Road and South of Old Potash Highway from LLR-Large Lot Residential to RD-Residential Development (Rhoads Enterprises, Inc.)

This item was related to the aforementioned Public Hearing.

Motion by Haase, second by Guzinski to approve Ordinance #9856 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9857 - Consideration of Proposed Modifications to City Council Ward Boundaries Resulting from Redistricting

Regional Planning Director Chad Nabity reported that every 10 years following the release of the decennial census of population and housing counts, it was the responsibility of every governing body whose members are elected by wards or districts to balance the population across those wards or districts. A redistricting committee was formed and met and prepared a new ward map. Staff recommends approval.

Motion by Nickerson, second by Minton to approve Ordinance #9857 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9858 - Consideration of Approving Benefits for Sanitary Sewer District No. 544; Ellington Pointe and Westwood Park Subdivisions

This item was related to the aforementioned Board of Equalization.

Motion by Haase, second by Stelk to approve Ordinance #9858 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

> #9859 - Consideration of Amending Chapter 4-9 of the Grand Island City Code Relative to Hours of Alcohol Sales

Interim City Attorney Stacy Nonhof reported that at the request of some bar owners through their attorney and through their Councilmember it was requested to extend the hours of sale of alcohol from 1:00 a.m. until 2:00 a.m. The Grand Island Police Department and the Grand Island Fire Department were opposed to extending the hours. Staff recommended denial.

Police Chief Robert Falldorf, 2211 Bass Road spoke in opposition.

The following people spoke in support:
- Mark Porto, 3119 Briar Blvd
- Brent Lindner, 1322 W. John Street
- Amos Anson, 4234 Arizona Avenue
- Nathan Stewart, 5316 W. Calvin Drive, Lincoln, NE
- Herson Castanea, 1733 South Blaine Street
- Hanna Witt, 1111 East Oklahoma Avenue
- Francisco Garcia, 1111 East Oklahoma Avenue
- Kaylee Johnson, 3615 Bronco Road
- Tyler Pitchler, 1524 Coventry Lane
- Marty Klein, Hall County Attorney

Motion by Haase, second by Guzinski to approve Ordinance #9858 on first reading.

Motion by Guzinski, second by Nickerson to postpone this vote until November 9, 2021. Upon roll call vote, all voted aye. Motion adopted.

> #9860 - Consideration of Amending Chapter 22 of the Grand Island City Code Relative to Semi Truck Parking

Interim City Attorney Stacy Nonhof reported that a complaint was made to Councilmember Haase about a semi-truck parked in the driveway of a home running all night long. The home was not on a designated truck route. This ordinance amends Chapter 22-92 of City Code, Truck and Trailer Parking Prohibited to make it clear that semi-trucks and trailers cannot be parked on residential lots. Staff recommends approval.

Discussion was held concerning enforcement.

Motion by Haase, second by Guzinski to approve Ordinance #9860 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Motion by Guzinski, second by Conley to approve the Consent Agenda excluding item G-11 (Resolution #2021-292). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 12, 2021 City Council Regular Meeting.

#2021-283 - Approving City Council Meeting Schedule for 2022.

#2021-284 - Approving Acquisition of Utility Easement - 4940 Gold Core Drive (Mountain Tower & Land, LLC).

#2021-285 - Approving Acquisition of Utility Easement - 3518 S. Locust Street (R.S. Wheel, LLC).

#2021-286 - Approving Acquisition of Utility Easement - 3536 S. Locust St (Mid-Nebraska Coin-Op, Inc.).

#2021-287 - Approving Acquisition of Utility Easement - 1931 and 1935 Ellie Drive (Dana Point Development Corporation).

#2021-288 - Approving Change Order #1 for Water Main Project 2021-W-2 - Newcastle Road with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of $3,603.55 and a Revised Contract Amount of $!50,877.40.

#2021-289 - Approving Change Order #1 for Electrostatic Precipitator Transformer-Rectifier Replacement with NWL, Inc. of Bordentown, New Jersey for an Increase of $9,800.00 and a Revised Contract Amount of $171,750.00.

#2021-290 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates 18th Subdivision. It was noted that the Guarantee Group, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates 18th Subdivision located south of Thomas Street and west of Kenneth Drive for the purpose of creating 73 lots on 4.086 acres.

#2021-291 - Approving Final Plat and Subdivision Agreement for Sunset Acres Subdivision. It was noted that Robert and Cindy Loewenstein, owners, had submitted the Final Plat and Subdivision Agreement for Sunset Acres Subdivision located south of Stolley Park Road and west of Stuhr Road for the purpose of creating 1 lot on 4.553 acres.

#2021-292 - Approving Preliminary and Final Plat for Jaxson Subdivision. This item was pulled from the agenda at the request of the Regional Planning Director.

#2021-293 - Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2021-2022 with Amp Works, LLC of Grand Island, Nebraska and Harders Dozer and Scraper Work, LLC of Cairo, Nebraska. For various amounts

#2021-294 - Approving Lease Agreement with Union Pacific Railroad for Property at Street Division and Fleet Services Facility in an Amount of $14,300 annually with a 3% increase each year renewed.

#2021-295 - Approving Purchase of One (1) 2022 Model 36,000 Pound Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department from NMC/Nebraska Machinery Company of Doniphan, Nebraska in an Amount of $158,315.00.

#2021-296 - Approving One (1) Leachate Evaporation System for Grand Island Regional Landfill from RWI Enhanced Evaporation of Grand Junction, Colorado in an Amount of $45,088.00.

#2021-297 - Approving Change Order No. 2 for JBS Trail Construction with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of $231,500.00 and a Revised Contract Amount of $834,300.16.

#2021-298 - Approving Bid Award for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of $1,341,464.90.

#2021-299 - Approving Bid Award for Reconditioning Island Oasis Waterslides with Slide Guys Restoration of Crosswell, Michigan in an Amount of $67,774.00.

#2021-300 - Approving Purchase of Park Maintenance Equipment from Midwest Turf and Irrigation of Omaha, Nebraska in an Amount of $183,086.12.

PAYMENT OF CLAIMS:

Motion by Minton, second by Conley to approve the payment of claims for the period of October 13, 2021 through October 26, 2021 for a total amount of $5,138,651.63. Upon roll call vote, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Minton, second by Mendoza to adjourn to Executive Session at 8:46 p.m. for the purpose of a strategy session with respect to IBEW Utilities Union negotiations. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Haase, second by Nickerson to return to Regular Session at 9:32 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:32 p.m.

RaNae Edwards
City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-2

#2021-292 - Approving Preliminary and Final Plat for Jaxson Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 9, 2021

Subject: Jaxson Subdivision – Final Plat

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

Background

This property is located south of Old Potash Highway and west of North Road in the City of Grand Island, Nebraska. (17 lots, 26.029 acres). This property is will be zoned RD – Residential Development Zone if approved.

Discussion

The final plat for Jaxson Subdivision was considered at the Regional Planning Commission at the October 6, 2021 meeting.

> A motion was made by Robb and second by Rainforth to recommend approval of rezoning and subdivision in Northeast Quarter of Northeast Quarter of Section 23, Township 11 North, Range 10 west from LLR-Large Lot Residential to RD Residential Development and to approve the preliminary and final plats.
>
> The motion carried with eight members voting yes (Ruge, O'Neill, Olson, Robb, Monter, Rubio, Rainforth, and Randone) and no members voting no.

Alternatives

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

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

Recommendation

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

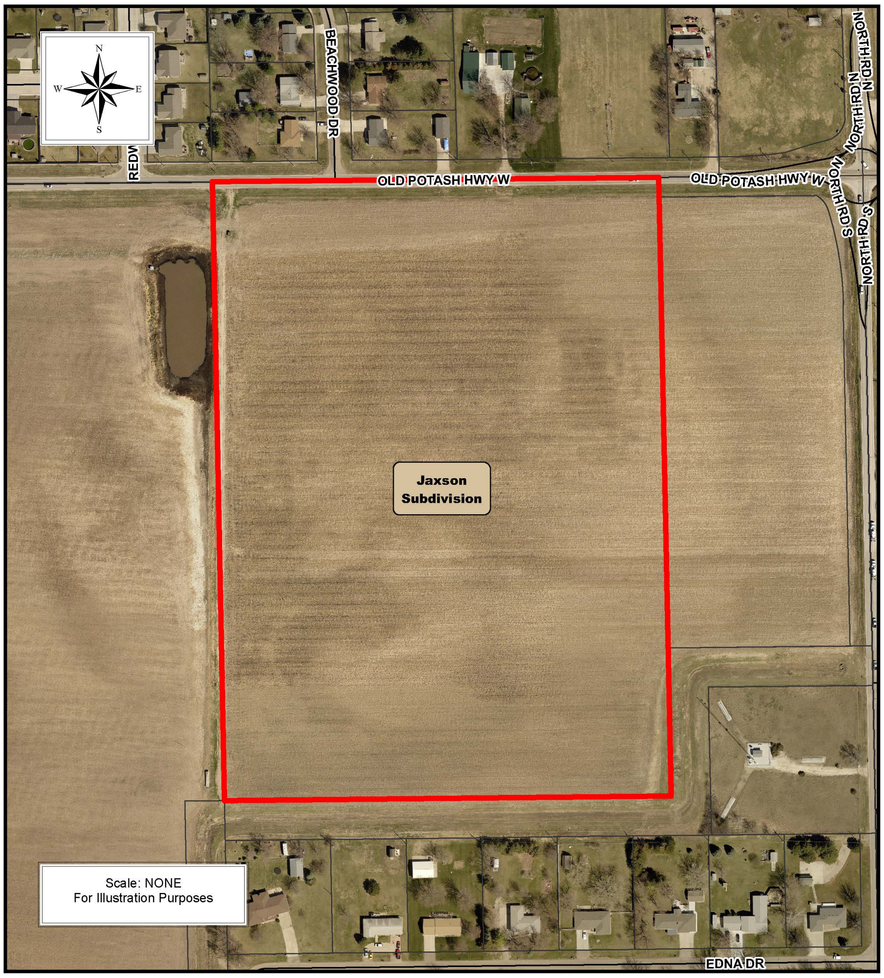
Sample Motion

Move to approve as recommended.

Developer/Owner
Rhoads Enterprises Inc
PO BOX 5616
Grand Island, NE 68802

To create
Size: Final Plat 17 lot, 26.029 Acres
Zoning: RD – Residential Development Zone.
Road Access: Old Potash Highway is a rural section county highway. Internal streets will be 30’ wide private concrete curb and gutter streets.
Water: City Water is available to the subdivision and will be extended to all lots.
Sewer: City Sewer is available to the subdivision and will be extended to all lots.

PROPOSED SUBDIVISION
AERIAL MAP


N
W
E
S
REDW
BEACHWOOD DR
OLD POTASH HWY W
OLD POTASH HWY W
NORTH RD N
NORTH RD N
NORTH RD S
NORTH RD S
Jaxson Subdivision
Scale: NONE
For Illustration Purposes
EDNA DR

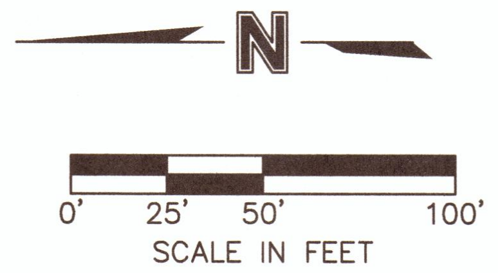
THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

LEGEND:

▨	PAVEMENT	▨	OUTLOT
▨	LANDSCAPE	🟧	BUILDING

SHEET 1 OF 3
LOT LAYOUT

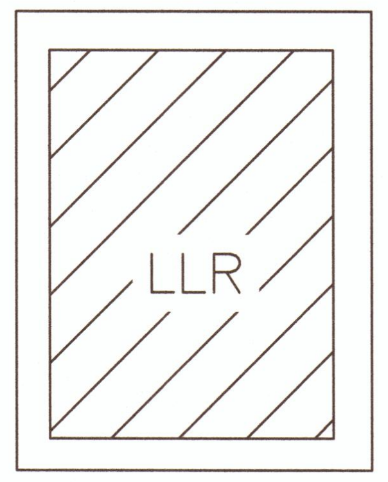

N
0'
25'
50'
100'
SCALE IN FEET

SUBDIVISION
AREA= 26.023 ACRES

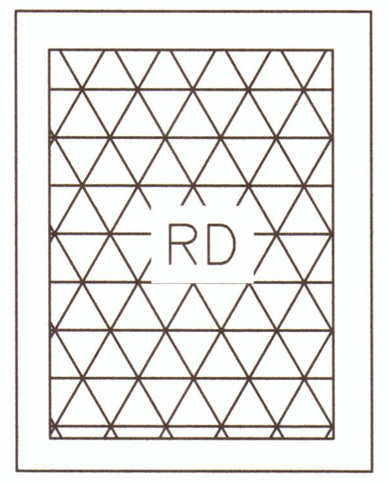
LOT USAGE
48 LOTS
1 OUTLOT

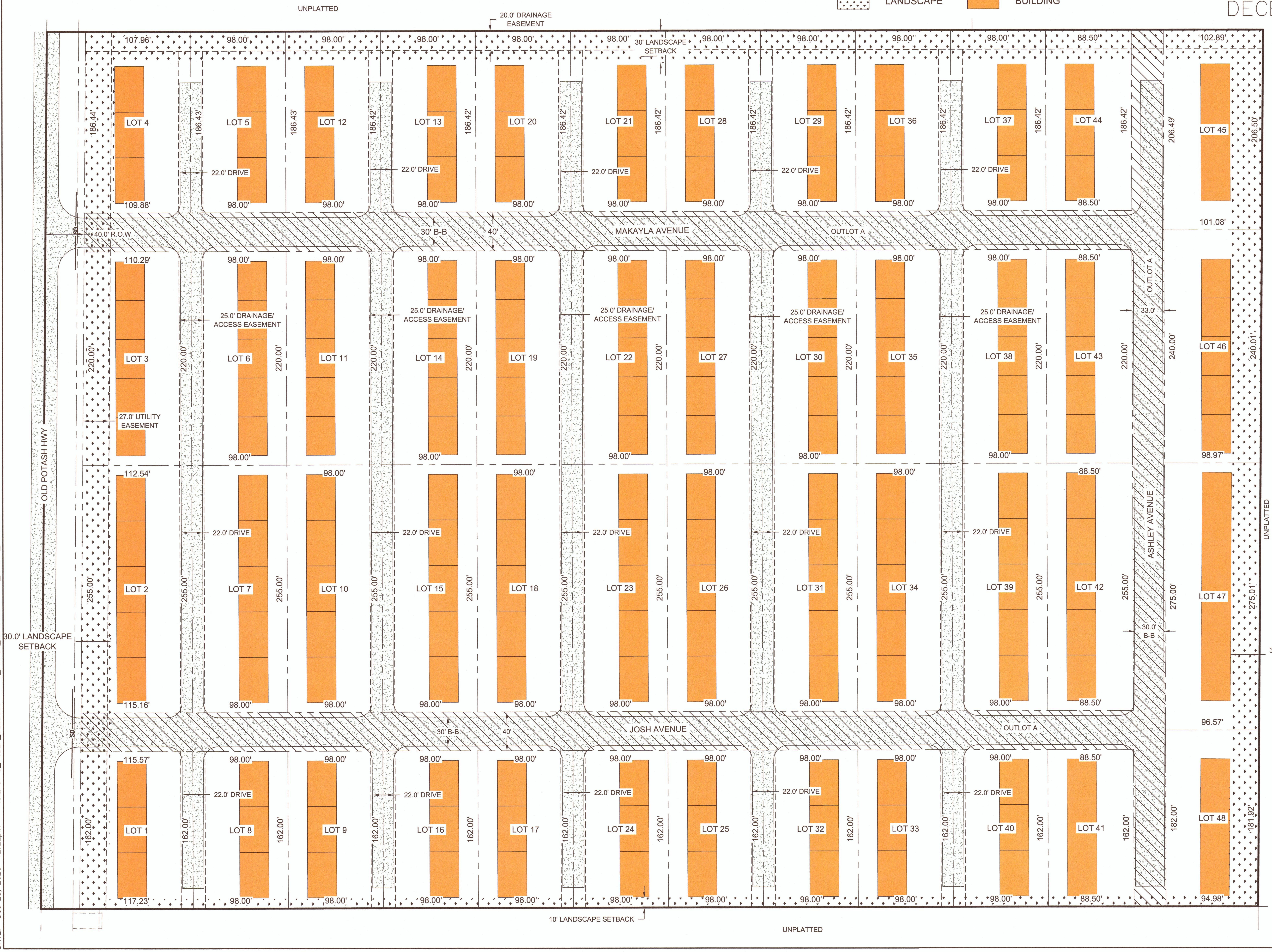
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

EXISTING ZONING

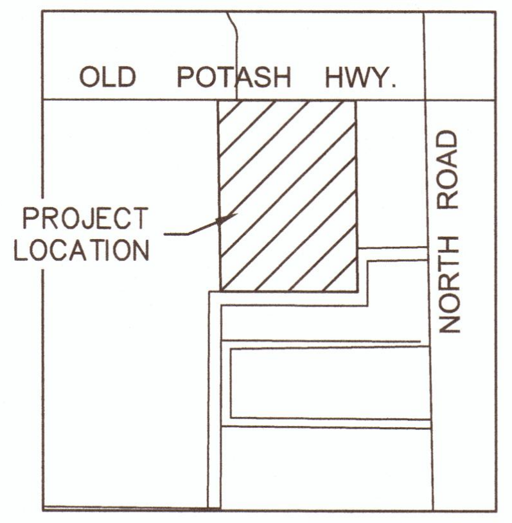


PROPOSED ZONING




UNPLATTED
20.0' DRAINAGE EASEMENT
30' LANDSCAPE SETBACK
107.96'
98.00'
88.50'
102.89'
LOT 4
LOT 5
LOT 12
LOT 13
LOT 20
LOT 21
LOT 28
LOT 29
LOT 36
LOT 37
LOT 44
LOT 45
186.44'
186.43'
186.42'
206.49'
206.50'
22.0' DRIVE
109.88'
40.0' R.O.W.
30' B-B
40'
MAKAYLA AVENUE
OUTLOT A
101.08'
110.29'
25.0' DRAINAGE/ ACCESS EASEMENT
33.0'
LOT 3
LOT 6
LOT 11
LOT 14
LOT 19
LOT 22
LOT 27
LOT 30
LOT 35
LOT 38
LOT 43
LOT 46
220.00'
240.00'
240.01'
27.0' UTILITY EASEMENT
98.97'
OLD POTASH HWY
112.54'
ASHLEY AVENUE
LOT 2
LOT 7
LOT 10
LOT 15
LOT 18
LOT 23
LOT 26
LOT 31
LOT 34
LOT 39
LOT 42
LOT 47
255.00'
275.00'
275.01'
30.0' LANDSCAPE SETBACK
30.0' B-B
115.16'
96.57'
JOSH AVENUE
115.57'
LOT 1
LOT 8
LOT 9
LOT 16
LOT 17
LOT 24
LOT 25
LOT 32
LOT 33
LOT 40
LOT 41
LOT 48
162.00'
182.00'
181.92'
117.23'
94.98'
10' LANDSCAPE SETBACK
UNPLATTED

30.00' LANDSCAPE SETBACK


OLD POTASH HWY.
PROJECT LOCATION
NORTH ROAD

LOCATION MAP
NOT TO SCALE

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Grand Island, NE 68801
TEL 308.384.8750
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

LOT LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

2020

GRAND ISLAND, NE

drawn by: AT
checked by: BD
approved by: BD
QA/QC by: AT
project no.: 20-3806
drawing no.:
date: 12.18.2020

SHEET
1 of 3

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DATE: Dec 23, 2020 12:22pm XREFS: C_PTBLK_0203806 C_PBASE_0203806 V_XRWAY_0203806

○	EXISTING SANITARY MANHOLE
●	PROPOSED SANITARY MANHOLE
— 8"SS —	PROPOSED 8" SANITARY SEWER
— 6"W —	PROPOSED 6" WATER MAIN
— 8"W —	PROPOSED 8" WATER MAIN
— 12"W —	PROPOSED 12" WATER MAIN
⊕	PROPOSED FIRE HYDRANT

JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

SHEET 2 OF 3
UTILITY LAYOUT

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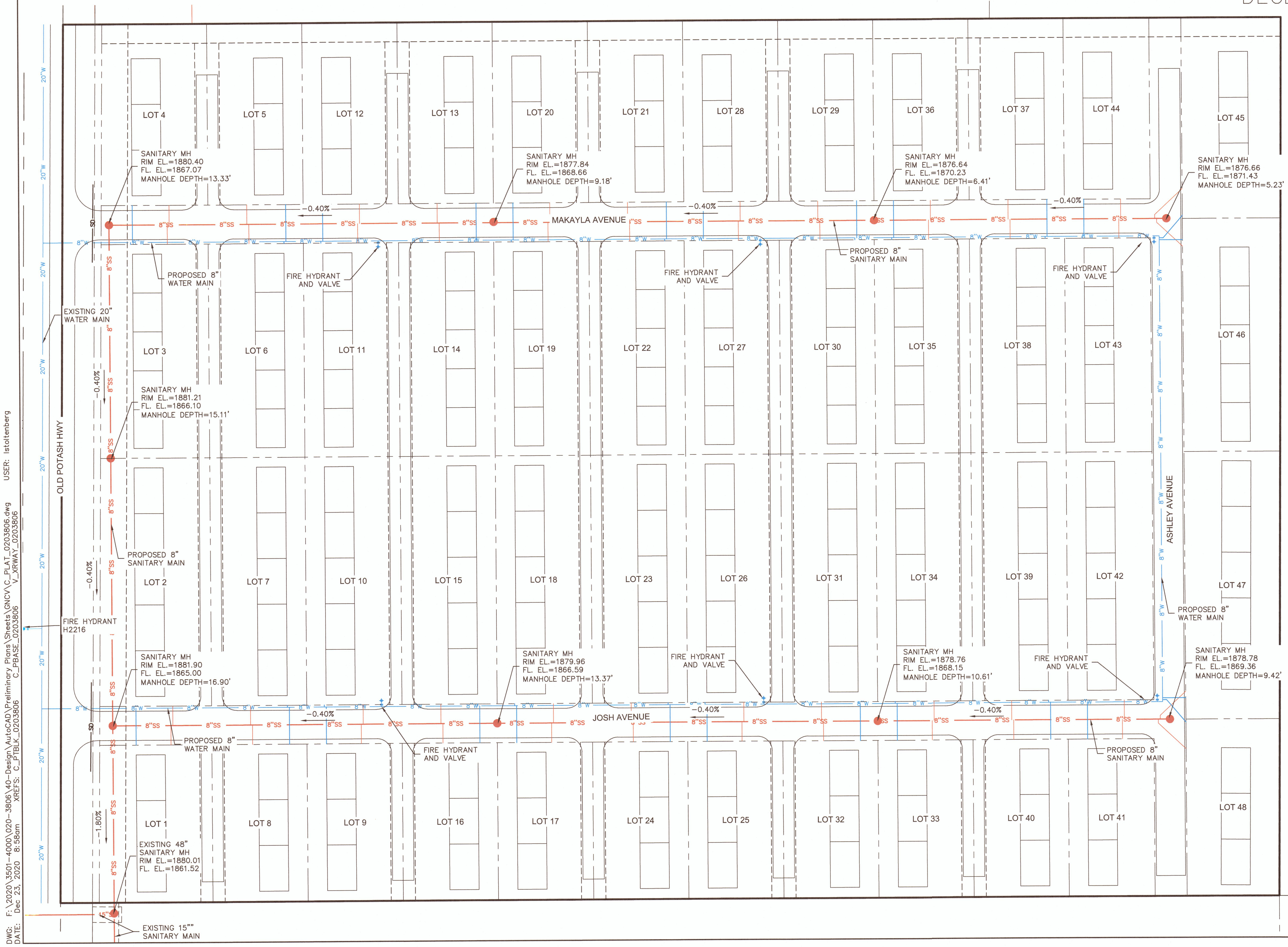

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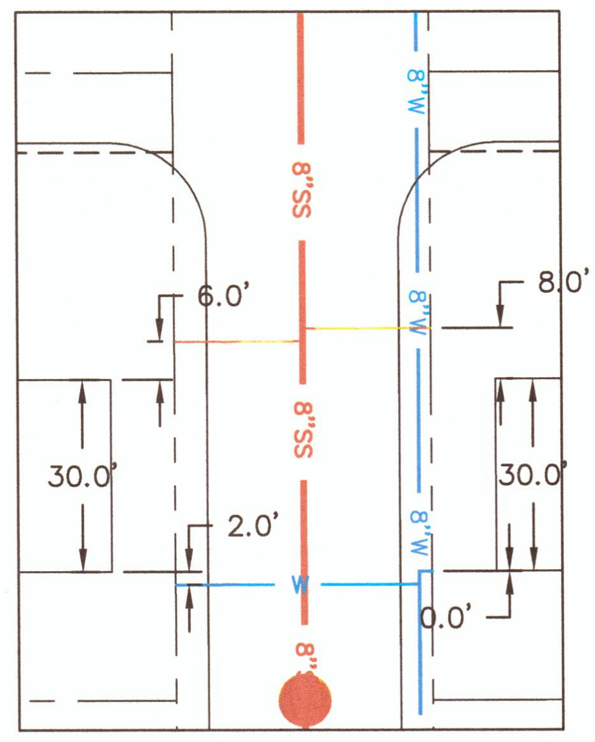
LOT 33
LOT 40
LOT 41
LOT 48
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
OLD POTASH HWY
SANITARY MH RIM EL.=1880.40 FL. EL.=1867.07 MANHOLE DEPTH=13.33'
SANITARY MH RIM EL.=1877.84 FL. EL.=1868.66 MANHOLE DEPTH=9.18'
SANITARY MH RIM EL.=1876.64 FL. EL.=1870.23 MANHOLE DEPTH=6.41'
SANITARY MH RIM EL.=1876.66 FL. EL.=1871.43 MANHOLE DEPTH=5.23'
SANITARY MH RIM EL.=1881.21 FL. EL.=1866.10 MANHOLE DEPTH=15.11'
SANITARY MH RIM EL.=1881.90 FL. EL.=1865.00 MANHOLE DEPTH=16.90'
SANITARY MH RIM EL.=1879.96 FL. EL.=1866.59 MANHOLE DEPTH=13.37'
SANITARY MH RIM EL.=1878.76 FL. EL.=1868.15 MANHOLE DEPTH=10.61'
SANITARY MH RIM EL.=1878.78 FL. EL.=1869.36 MANHOLE DEPTH=9.42'
EXISTING 48" SANITARY MH RIM EL.=1880.01 FL. EL.=1861.52
EXISTING 15"" SANITARY MAIN
EXISTING 20" WATER MAIN
FIRE HYDRANT H2216
PROPOSED 8" WATER MAIN
PROPOSED 8" SANITARY MAIN
FIRE HYDRANT AND VALVE
-0.40%
-1.80%
8"SS
8"W
20"W
SD



6.0'
8.0'
30.0'
30.0'
2.0'
0.0'
8"SS
8"W

TYPICAL WATER/SANITARY SERVICE LAYOUT
1"=30'

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

UTILITY LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

drawn by: AT
checked by: BD
approved by: BD
QA/QC by: AT
project no.: 20-3806
drawing no.:
date: 12.18.2020

SHEET
2 of 3

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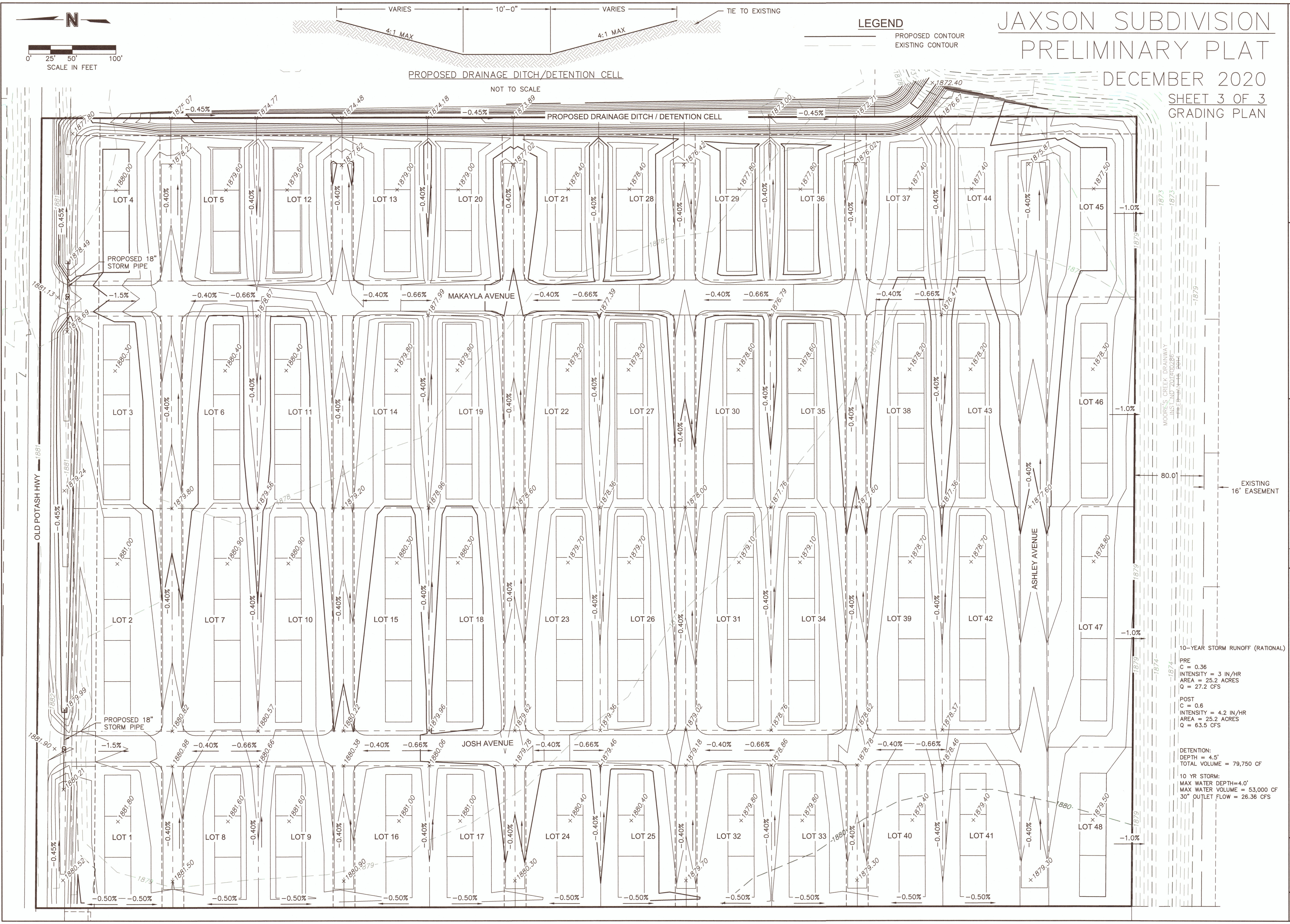
JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020
SHEET 3 OF 3
GRADING PLAN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0' 25' 50' 100'
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4:1 MAX
4:1 MAX
PROPOSED DRAINAGE DITCH/DETENTION CELL
NOT TO SCALE
PROPOSED DRAINAGE DITCH / DETENTION CELL
OLD POTASH HWY
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
PROPOSED 18" STORM PIPE
PROPOSED 18" STORM PIPE
MOORE'S CREEK DRAINWAY
80.01'
EXISTING 16' EASEMENT
LOT 1
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-0.45%
-0.40%
-0.66%
-1.5%
-1.0%
-0.50%
1872.40
1877.80
1881.13
1881.90

LEGEND

PROPOSED CONTOUR
EXISTING CONTOUR

10-YEAR STORM RUNOFF (RATIONAL)

PRE
C = 0.36
INTENSITY = 3 IN/HR
AREA = 25.2 ACRES
Q = 27.2 CFS

POST
C = 0.6
INTENSITY = 4.2 IN/HR
AREA = 25.2 ACRES
Q = 63.5 CFS

DETENTION:
DEPTH = 4.5'
TOTAL VOLUME = 79,750 CF

10 YR STORM:
MAX WATER DEPTH=4.0'
MAX WATER VOLUME = 53,000 CF
30" OUTLET FLOW = 26.36 CFS

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REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

GRADING PLAN

JAXSON SUBDIVISION
PRELIMINARY PLAT

2020

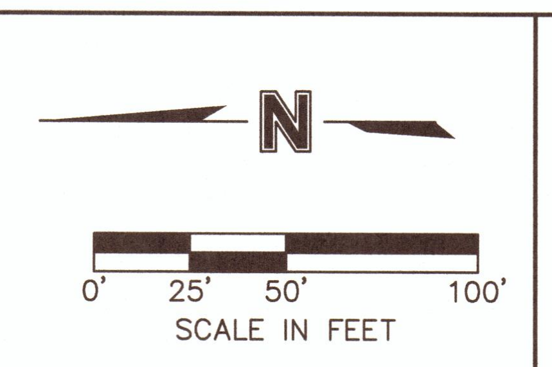
GRAND ISLAND, NE

drawn by: AT
checked by: BD
approved by: BD
QA/QC by: AT
project no.: 20-3806
drawing no.:
date: 12.18.2020

SHEET
3 of 3

JAXSON SUBDIVISION
DEVELOPMENT PLAN
DECEMBER 2020

DEVELOPMENT PLAN
EXHIBIT A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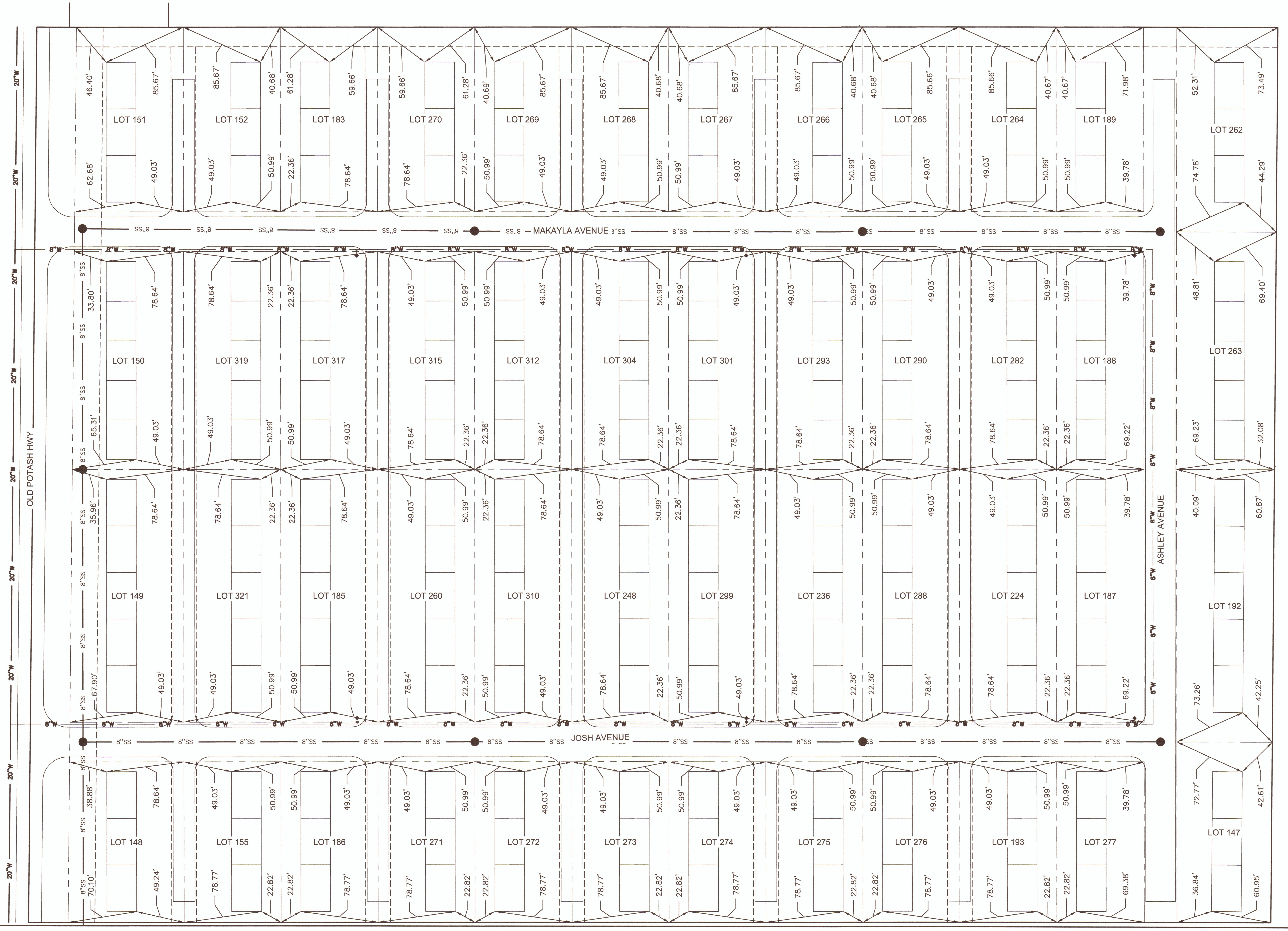
OLD POTASH HWY
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
20"W
8"W
8"SS
LOT 151
LOT 152
LOT 183
LOT 270
LOT 269
LOT 268
LOT 267
LOT 266
LOT 265
LOT 264
LOT 189
LOT 262
LOT 150
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LOT 187
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LOT 193
LOT 277
LOT 147

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DATE: Dec 18, 2020 9:47am XREFS: C_PTBLK_0203806 C_PBASE_0203806

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PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
December 18, 2020
DATE PRINTED
OLSSON

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

DEVELOPMENT PLAN

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

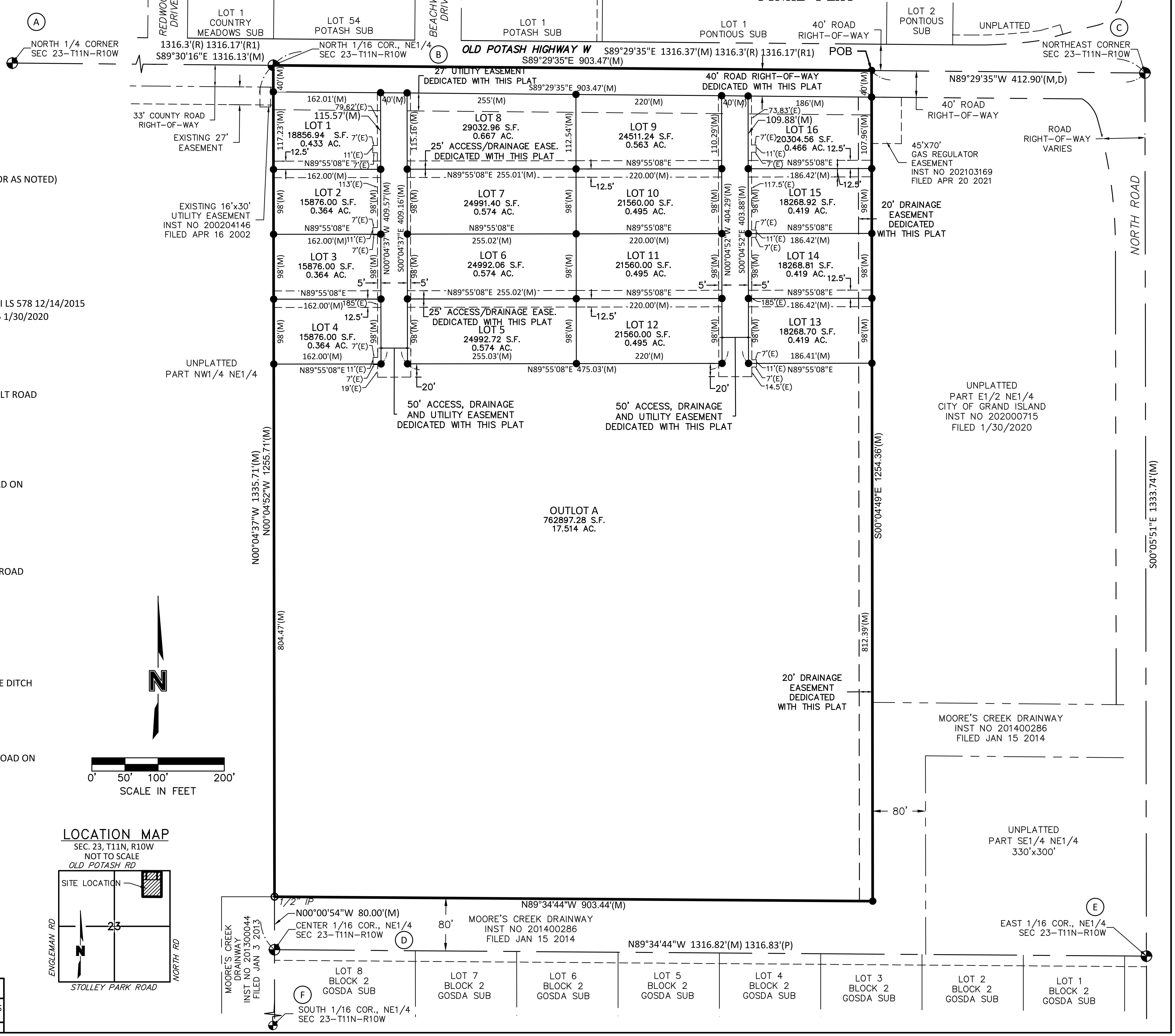
drawn by:
checked by:
approved by:
QA/QC by:
project no.:
drawing no.:
date:

SHEET
EXHIBIT A

JAXSON SUBDIVISION

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

FINAL PLAT



A
NORTH 1/4 CORNER
SEC 23–T11N–R10W
REDWOOD DRIVE
LOT 1 COUNTRY MEADOWS SUB
LOT 54 POTASH SUB
BEACHWOOD DRIVE
LOT 1 POTASH SUB
LOT 1 PONTIOUS SUB
40' ROAD RIGHT–OF–WAY
LOT 2 PONTIOUS SUB
UNPLATTED
C
NORTHEAST CORNER
SEC 23–T11N–R10W
1316.3'(R) 1316.17'(R1)
S89°30'16"E 1316.13'(M)
NORTH 1/16 COR., NE1/4
SEC 23–T11N–R10W
B
OLD POTASH HIGHWAY W
S89°29'35"E 1316.37'(M) 1316.3'(R) 1316.17'(R1)
S89°29'35"E 903.47'(M)
POB
N89°29'35"W 412.90'(M,D)
27' UTILITY EASEMENT
DEDICATED WITH THIS PLAT
S89°29'35"E 903.47'(M)
40' ROAD RIGHT–OF–WAY
DEDICATED WITH THIS PLAT
40' ROAD RIGHT–OF–WAY
33' COUNTY ROAD RIGHT–OF–WAY
EXISTING 27' EASEMENT
ROAD RIGHT–OF–WAY VARIES
NORTH ROAD
45'X70' GAS REGULATOR EASEMENT
INST NO 202103169
FILED APR 20 2021
40'(M)
162.01'(M)
79.62'(E)
115.57'(M)
LOT 1
18856.94 S.F.
0.433 AC.
117.23'(M)
7'(E)
11'(E)
12.5'
N89°55'08"E
255'(M)
115.16'(M)
LOT 8
29032.96 S.F.
0.667 AC.
25' ACCESS/DRAINAGE EASE.
DEDICATED WITH THIS PLAT
112.54'(M)
220'(M)
LOT 9
24511.24 S.F.
0.563 AC.
110.29'(M)
186'(M)
73.83'(E)
109.88'(M)
LOT 16
20304.56 S.F.
0.466 AC.
107.96'(M)
162.00'(M)
113'(E)
LOT 2
15876.00 S.F.
0.364 AC.
98'(M)
N89°55'08"E 255.01'(M)
LOT 7
24991.40 S.F.
0.574 AC.
220.00'(M)
LOT 10
21560.00 S.F.
0.495 AC.
186.42'(M)
117.5'(E)
LOT 15
18268.92 S.F.
0.419 AC.
N00°04'37"W 409.57'(M)
S00°04'37"E 409.16'(M)
N00°04'52"W 404.29'(M)
S00°04'52"E 403.88'(M)
EXISTING 16'x30' UTILITY EASEMENT
INST NO 200204146
FILED APR 16 2002
20' DRAINAGE EASEMENT DEDICATED WITH THIS PLAT
255.02'(M)
LOT 3
15876.00 S.F.
0.364 AC.
LOT 6
24992.06 S.F.
0.574 AC.
LOT 11
21560.00 S.F.
0.495 AC.
LOT 14
18268.81 S.F.
0.419 AC.
5'
N89°55'08"E 255.02'(M)
185'(E)
LOT 4
15876.00 S.F.
0.364 AC.
LOT 5
24992.72 S.F.
0.574 AC.
255.03'(M)
LOT 12
21560.00 S.F.
0.495 AC.
220'(M)
LOT 13
18268.70 S.F.
0.419 AC.
186.41'(M)
N89°55'08"E 475.03'(M)
19'(E)
14.5'(E)
20'
UNPLATTED
PART NW1/4 NE1/4
50' ACCESS, DRAINAGE AND UTILITY EASEMENT DEDICATED WITH THIS PLAT
50' ACCESS, DRAINAGE AND UTILITY EASEMENT DEDICATED WITH THIS PLAT
UNPLATTED
PART E1/2 NE1/4
CITY OF GRAND ISLAND
INST NO 202000715
FILED 1/30/2020
N00°04'37"W 1335.71'(M)
N00°04'52"W 1255.71'(M)
804.47'(M)
OUTLOT A
762897.28 S.F.
17.514 AC.
S00°04'49"E 1254.36'(M)
812.39'(M)
S00°05'51"E 1333.74'(M)
N
0' 50' 100' 200'
SCALE IN FEET
20' DRAINAGE EASEMENT DEDICATED WITH THIS PLAT
MOORE'S CREEK DRAINWAY
INST NO 201400286
FILED JAN 15 2014
80'
UNPLATTED
PART SE1/4 NE1/4
330'x300'
1/2" IP
N89°34'44"W 903.44'(M)
N00°00'54"W 80.00'(M)
CENTER 1/16 COR., NE1/4
SEC 23–T11N–R10W
D
80'
MOORE'S CREEK DRAINWAY
INST NO 201400286
FILED JAN 15 2014
N89°34'44"W 1316.82'(M) 1316.83'(P)
MOORE'S CREEK DRAINWAY
INST NO 201300044
FILED JAN 3 2013
E
EAST 1/16 COR., NE1/4
SEC 23–T11N–R10W
F
SOUTH 1/16 COR., NE1/4
SEC 23–T11N–R10W
LOT 8 BLOCK 2 GOSDA SUB
LOT 7 BLOCK 2 GOSDA SUB
LOT 6 BLOCK 2 GOSDA SUB
LOT 5 BLOCK 2 GOSDA SUB
LOT 4 BLOCK 2 GOSDA SUB
LOT 3 BLOCK 2 GOSDA SUB
LOT 2 BLOCK 2 GOSDA SUB
LOT 1 BLOCK 2 GOSDA SUB
LOCATION MAP
SEC. 23, T11N, R10W
NOT TO SCALE
OLD POTASH RD
SITE LOCATION
23
N
ENGLEMAN RD
NORTH RD
STOLLEY PARK ROAD

LEGEND

⊕	SECTION CORNER
●	SET CORNER (5/8"x24" REBAR W/CAP OR AS NOTED)
○	FOUND CORNER (AS NOTED)
—— — — — ——	ROW LINE
——— — — ———	PROPERTY LINE
——— — ———	SECTION LINE
━━━━	SUBDIVISION BOUNDARY LINE
M	MEASURED DISTANCE
R	RECORDED DISTANCE
R1	RECORDED DISTANCE D.D. SORGENFREI LS 578 12/14/2015
D	DEEDED DISTANCE INST NO 202000715 1/30/2020
P	PLATTED DISTANCE GOSDA SUB

SECTION TIES

Ⓐ NORTH 1/4 CORNER, SEC 23-T11N-R10W

FOUND ALUMINUM CAP AT GRADE IN CENTERLINE EAST-WEST ASPHALT ROAD

N	31.24' TO MAG NAIL w/WASHER IN POWER POLE
S	34.31' TO MAG NAIL w/WASHER IN GUY POLE
SW	54.63' TO MAG NAIL w/WASHER INN POWER POLE
SW	68.76' TO NEAR FACE OF EAST LEG OF GAS REGULATOR

Ⓑ NORTH 1/16 CORNER, NE1/4, SEC 23-T11N-R10W

FOUND MAG NAIL w/WASHER AT GRADE IN EAST-WEST ASPHALT ROAD ON CENTERLINE OF ROAD

S	35.37' TO NAIL W/SHINER IN GUY POLE
N	32.46' TO NAIL w/SHINER IN POWER POLE
SW	46.63' TO 'X' NORTH SIDE SANITARY MANHOLE RIM

Ⓒ NORTHEAST CORNER, SEC 23-T11N-R10W

FOUND ALUMINUM CAP IN ROCK PILE OF ROUND-A-BOUT AT NORTH ROAD AND OLD POTASH HWY

NW	29.09' TO MAG NAIL IN CONCRETE CURB
SE	28.97' TO MAG NAIL IN CONCRETE CURB
NE	25.93' T MAG NAIL IN CONCRETE LID OF CURB INLET
WSW	25.83' TO MAG NAIL IN CONCRETE LID OF CURB INLET
SW	87.63' TO TOP OPERATION NUT ON FIRE HYDRANT

Ⓓ CENTER 1/16 CORNER, NE1/4 SEC 23-T11N-R10W

SET 5/8" REBAR w/PSC LS 674 AT GRADE ON SOUTH TOP OF DRAINAGE DITCH

N	80.00' TO 1/2" IRON PIPE w/PSC
SSW	25.95' TO MAG NAIL IN SPLIT RAIL FENCE POST
SSW	35.69' TO MAG NAIL IN SPLIT RAIL FENCE POST

Ⓔ EAST 1/16 CORNER, NE1/4 SEC 23-T11N-R10W

FOUND 1" IRON BAR 0.2' BELOW GRADE IN NORTH-SOUTH ASPHALT ROAD ON CENTERLINE OF ROAD

WNW	34.91' TO MAG NAIL w/WASHER IN BRACE POST
W	33.52' TO MAG NAIL w/WASHER IN CORNER FENCE POST
SE	55.56' TO RED HEAD NAIL IN POWER POLE

Ⓕ SOUTH 1/16 CORNER, NE1/4 SEC 23-T11N-R10W

FOUND 'U' POST, 0.2' ABOVE GRADE IN LINE w/EAST-WEST FENCELINE

WSW	21.10' TO PIPE
ESE	3.60' TO NAIL IN FENCE POST
ESE	11.60' TO NAIL IN FENCE POST

OWNERS: ERIC M. & KENDA D. POLLOCK
SUBDIVIDER: RHOADS ENTERPRISES
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 18 / 1 OUTLOT

olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2020–3806
RHOADS ENTERPRISES
JAXSON SUB
FB HALL CO 5

DWG: F:\2020\3501–4000\020–3806\40–Design\Survey\SRVY\Sheets\V_FPLAT_0203806.dwg USER: jjimenez
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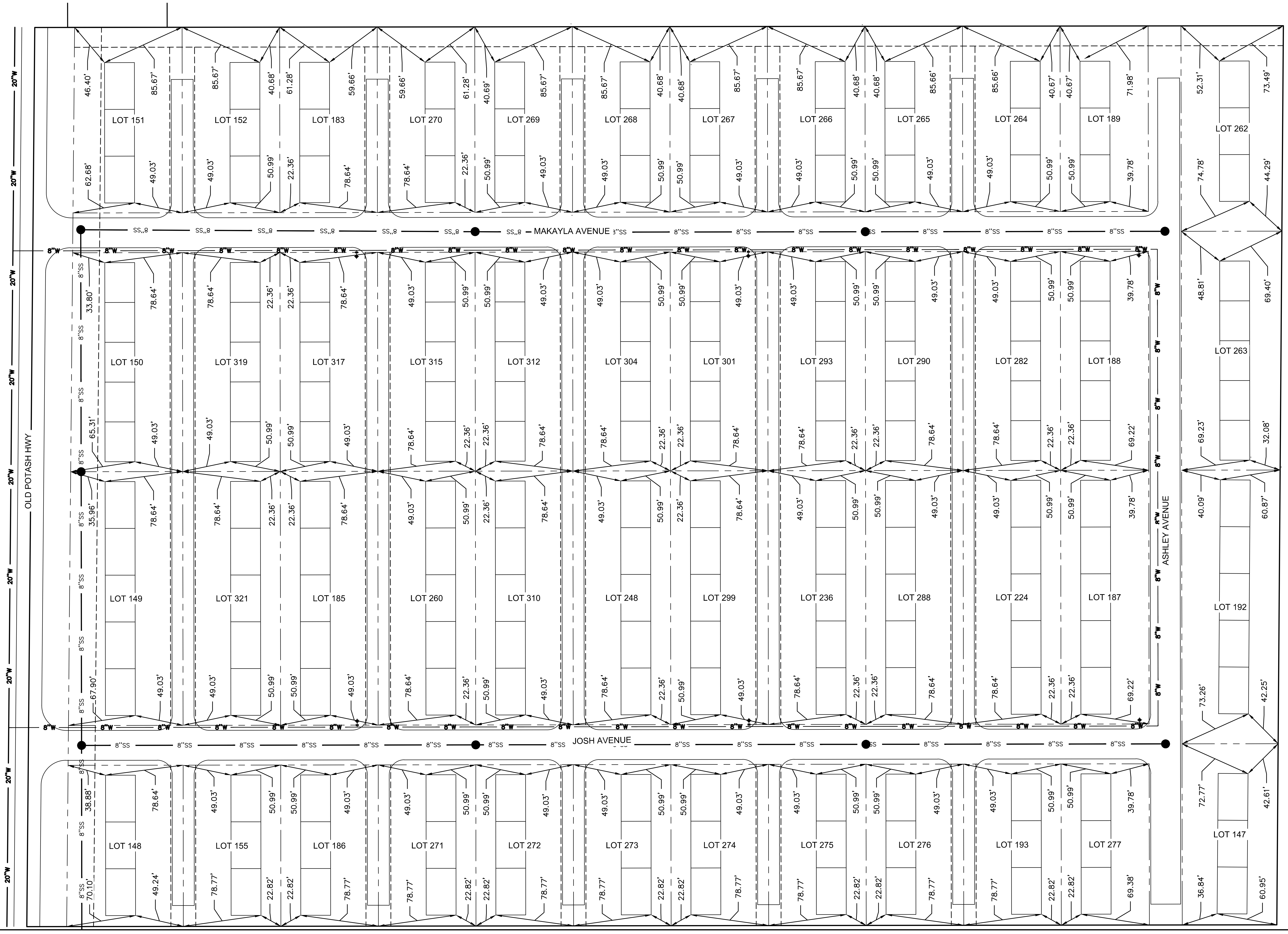
JAXSON SUBDIVISION
DEVELOPMENT PLAN
DECEMBER 2020

DEVELOPMENT PLAN
EXHIBIT A

N

0' 25' 50' 100'
SCALE IN FEET


OLD POTASH HWY
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
20"W
8"W
8"SS
LOT 151
LOT 152
LOT 183
LOT 270
LOT 269
LOT 268
LOT 267
LOT 266
LOT 265
LOT 264
LOT 189
LOT 262
LOT 150
LOT 319
LOT 317
LOT 315
LOT 312
LOT 304
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LOT 282
LOT 188
LOT 263
LOT 149
LOT 321
LOT 185
LOT 260
LOT 310
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LOT 236
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LOT 187
LOT 192
LOT 148
LOT 155
LOT 186
LOT 271
LOT 272
LOT 273
LOT 274
LOT 275
LOT 276
LOT 193
LOT 277
LOT 147

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Grand Island, NE 68801
TEL 308.384.8750
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REVISIONS

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2020

DEVELOPMENT PLAN

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

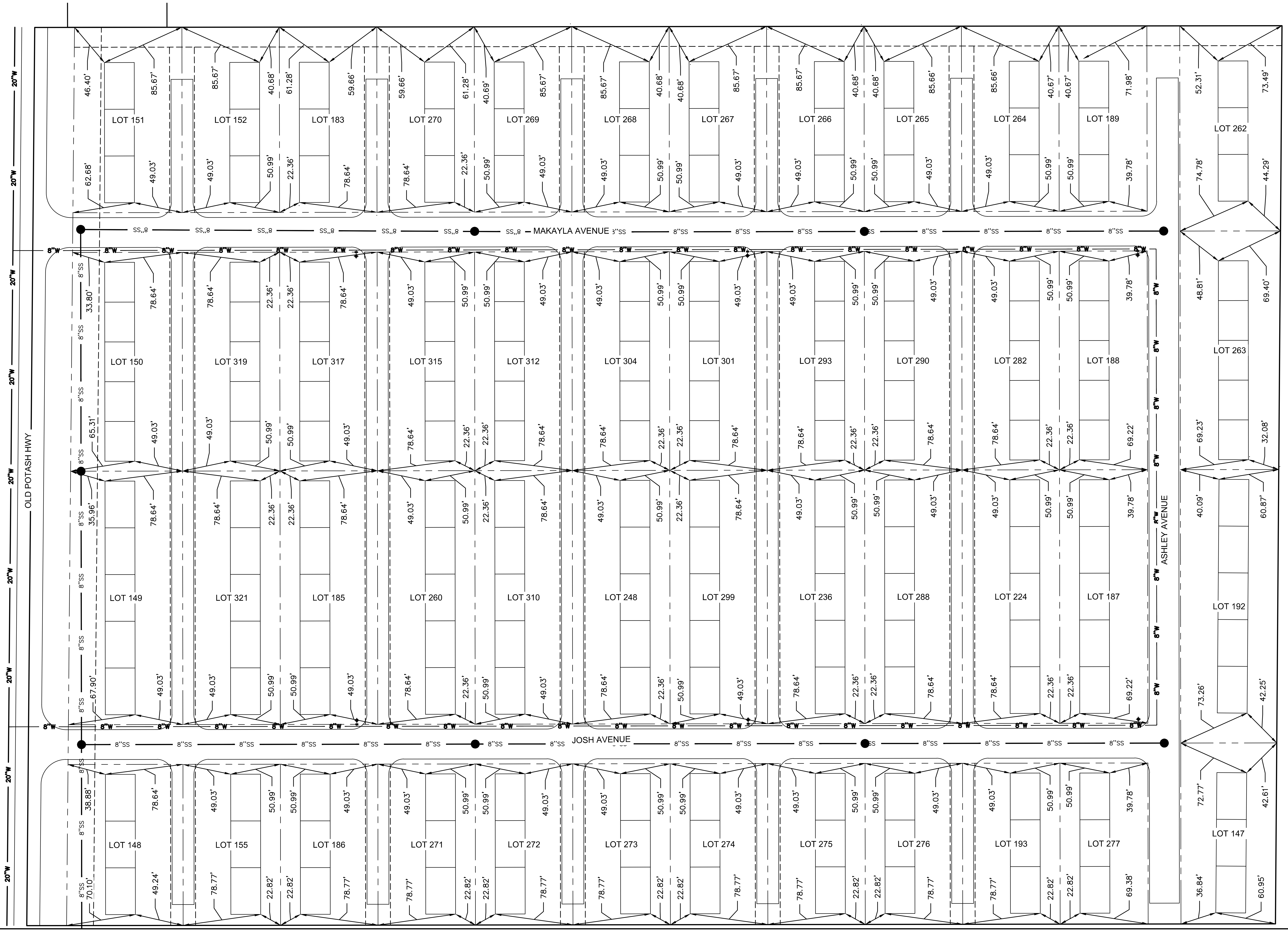
drawn by:
checked by:
approved by:
QA/QC by:
project no.:
drawing no.:
date:

SHEET
EXHIBIT A

DWG: F:\2020\3501-4000\020-3806\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\PRE-PLAT_0203806.dwg USER: lstoltenberg
DATE: Dec 18, 2020 9:47am XREFS: C_PTBLK_0203806 C_PBASE_0203806

JAXSON SUBDIVISION
DEVELOPMENT PLAN
DECEMBER 2020

DEVELOPMENT PLAN
EXHIBIT A


N
0' 25' 50' 100'
SCALE IN FEET
OLD POTASH HWY
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
20"W
8"W
8"SS
LOT 151
LOT 152
LOT 183
LOT 270
LOT 269
LOT 268
LOT 267
LOT 266
LOT 265
LOT 264
LOT 189
LOT 262
LOT 150
LOT 319
LOT 317
LOT 315
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LOT 273
LOT 274
LOT 275
LOT 276
LOT 193
LOT 277
LOT 147

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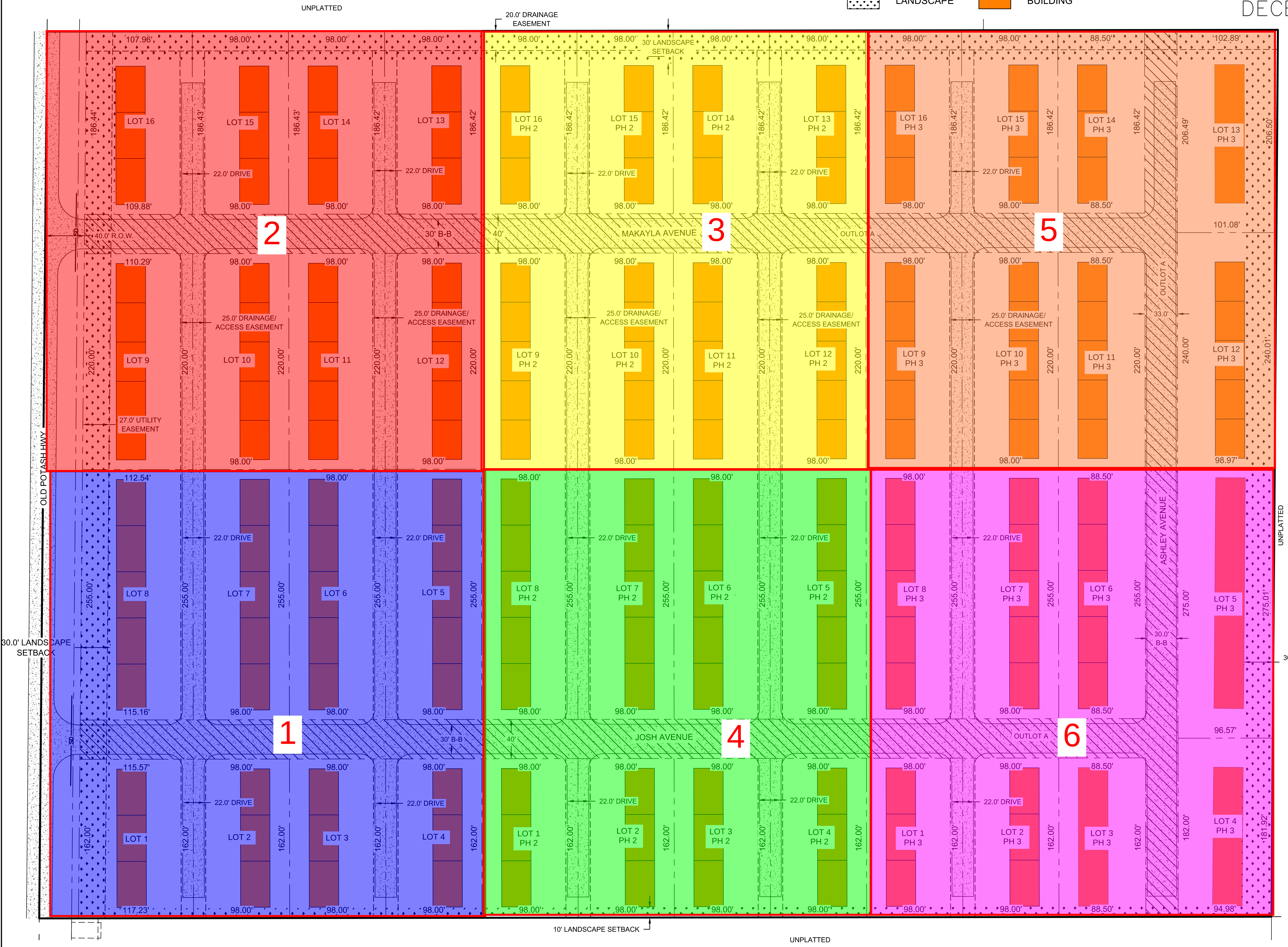
JAXSON SUBDIVISION
PRELIMINARY PLAT
DECEMBER 2020

LEGEND:

▨	PAVEMENT	▨	OUTLOT
▨	LANDSCAPE	🟧	BUILDING


UNPLATTED
20.0' DRAINAGE EASEMENT
30' LANDSCAPE SETBACK
OLD POTASH HWY
30.0' LANDSCAPE SETBACK
MAKAYLA AVENUE
JOSH AVENUE
ASHLEY AVENUE
OUTLOT A
40.0' R.O.W.
30' B-B
22.0' DRIVE
25.0' DRAINAGE/ ACCESS EASEMENT
27.0' UTILITY EASEMENT
LOT 16
LOT 15
LOT 14
LOT 13
LOT 9
LOT 10
LOT 11
LOT 12
LOT 8
LOT 7
LOT 6
LOT 5
LOT 1
LOT 2
LOT 3
LOT 4
LOT 16 PH 2
LOT 15 PH 2
LOT 14 PH 2
LOT 13 PH 2
LOT 9 PH 2
LOT 10 PH 2
LOT 11 PH 2
LOT 12 PH 2
LOT 8 PH 2
LOT 7 PH 2
LOT 6 PH 2
LOT 5 PH 2
LOT 1 PH 2
LOT 2 PH 2
LOT 3 PH 2
LOT 4 PH 2
LOT 16 PH 3
LOT 15 PH 3
LOT 14 PH 3
LOT 13 PH 3
LOT 9 PH 3
LOT 10 PH 3
LOT 11 PH 3
LOT 12 PH 3
LOT 8 PH 3
LOT 7 PH 3
LOT 6 PH 3
LOT 5 PH 3
LOT 1 PH 3
LOT 2 PH 3
LOT 3 PH 3
LOT 4 PH 3
1
2
3
4
5
6
107.96'
98.00'
88.50'
102.89'
186.44'
186.43'
186.42'
206.49'
206.50'
109.88'
110.29'
101.08'
33.0'
220.00'
240.00'
240.01'
98.97'
112.54'
255.00'
275.00'
275.01'
30.0' B-B
115.16'
115.57'
96.57'
162.00'
182.00'
181.92'
117.23'
94.98'
30.00' LANDSCAPE SETBACK
10' LANDSCAPE SETBACK
UNPLATTED

SHEET 1 OF 3
LOT LAYOUT

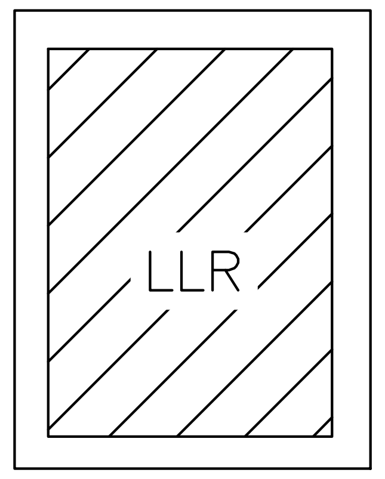
N
0' 25' 50' 100'
SCALE IN FEET

SUBDIVISION AREA= 26.023 ACRES

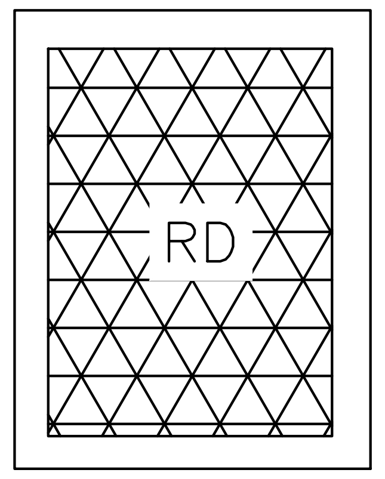
LOT USAGE
48 LOTS
1 OUTLOT

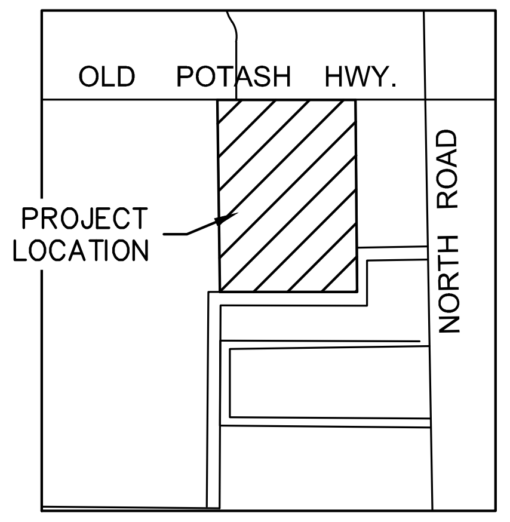
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801

EXISTING ZONING



PROPOSED ZONING




OLD POTASH HWY.
PROJECT LOCATION
NORTH ROAD

LOCATION MAP
NOT TO SCALE

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LOT LAYOUT

JAXSON SUBDIVISION
PRELIMINARY PLAT

GRAND ISLAND, NE

2020

drawn by:	AT
checked by:	BD
approved by:	BD
QA/QC by:	AT
project no.:	20-3806
drawing no.:	
date:	12.18.2020

SHEET
1 of 3

DWG: F:\2020\3501-4000\020-3806\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\C_PLAT_0203806.dwg
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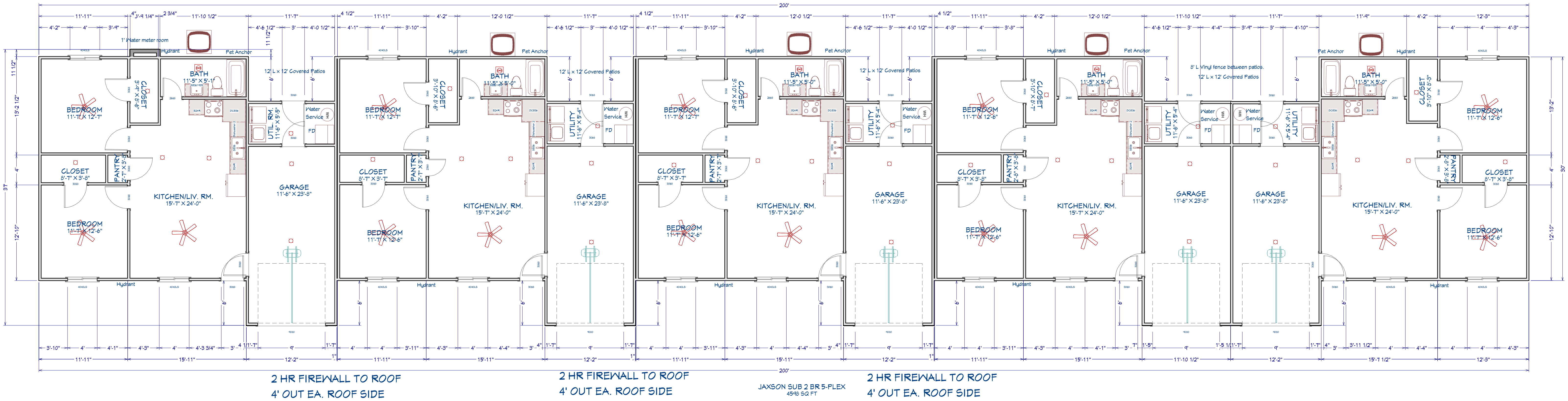
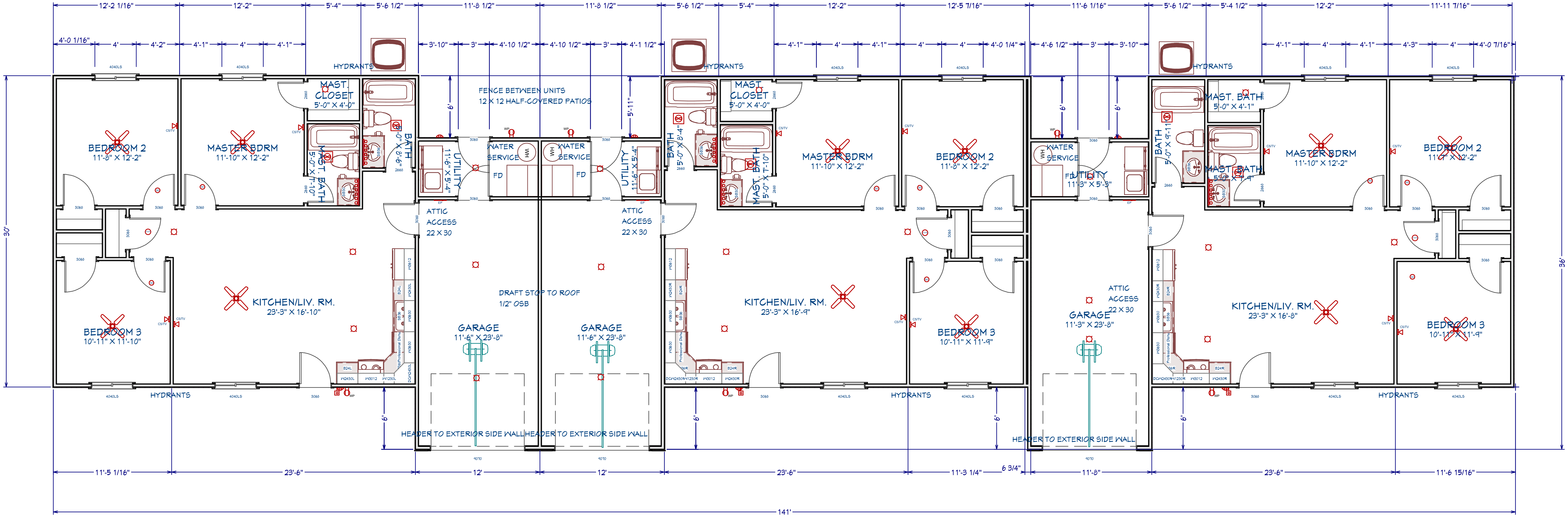
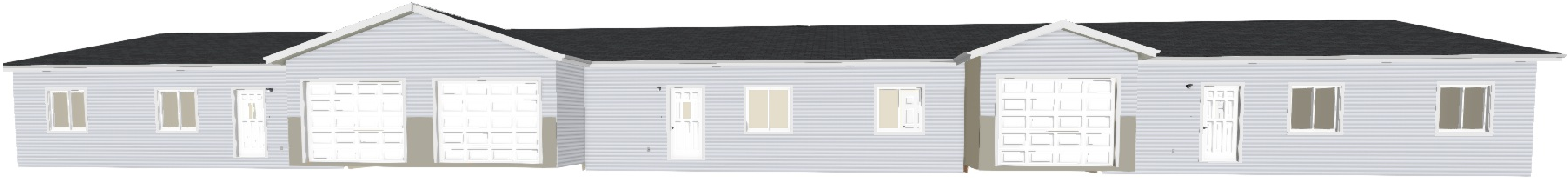
USER: lstoltenberg

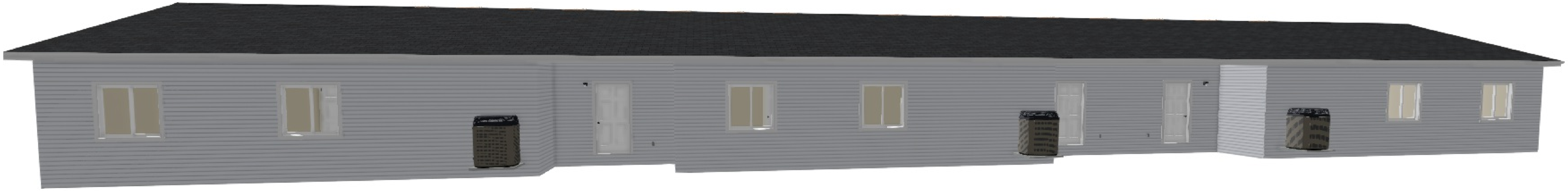
200'
1' Water meter room
Hydrant
Pet Anchor
12' L x 12' Covered Patios
8' L Vinyl fence between patios.
BEDROOM
11'-7" X 12'-7"
CLOSET
3'-4" X 8'-9"
BATH
11'-5" X 5'-1"
UTIL. RM.
11'-6" X 5'-5"
UTILITY
11'-6" X 5'-4"
Water Service
FD
CLOSET
8'-7" X 3'-8"
PANTRY
2'-7" X 3'-7"
KITCHEN/LIV. RM.
15'-7" X 24'-0"
GARAGE
11'-6" X 23'-8"
BEDROOM
11'-7" X 12'-6"
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE
JAXSON SUB 2 BR 5-PLEX
4598 SQ FT
2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

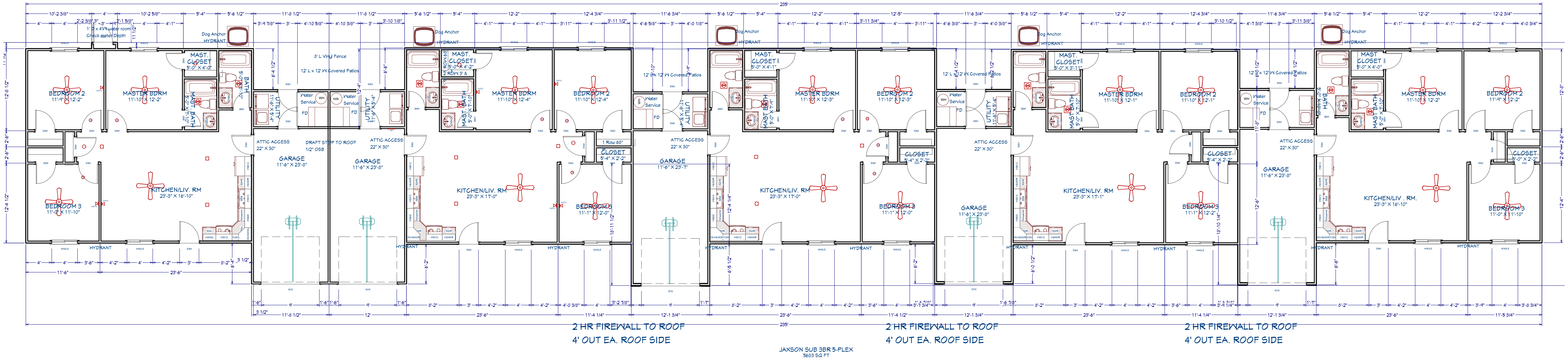

HYDRANTS
FENCE BETWEEN UNITS
12 X 12 HALF-COVERED PATIOS
BEDROOM 2
11'-8" X 12'-2"
MASTER BDRM
11'-10" X 12'-2"
MAST. CLOSET
5'-0" X 4'-0"
MAST. BATH
5'-0" X 7'-10"
BATH
5'-0" X 8'-6"
UTILITY
11'-6" X 5'-4"
WATER SERVICE
FD
KITCHEN/LIV. RM.
23'-3" X 16'-10"
BEDROOM 3
10'-11" X 11'-10"
ATTIC ACCESS
22 X 30
DRAFT STOP TO ROOF
1/2" OSB
GARAGE
11'-6" X 23'-8"
HEADER TO EXTERIOR SIDE WALL
MAST. CLOSET
5'-0" X 4'-0"
BATH
5'-0" X 8'-4"
MAST. BATH
5'-0" X 7'-10"
MASTER BDRM
11'-10" X 12'-2"
BEDROOM 2
11'-8" X 12'-2"
KITCHEN/LIV. RM.
23'-3" X 16'-9"
BEDROOM 3
10'-11" X 11'-9"
UTILITY
11'-3" X 5'-3"
GARAGE
11'-3" X 23'-8"
BATH
5'-0" X 9'-11"
MAST. BATH
5'-0" X 4'-1"
MAST. BATH
5'-0" X 7'-4"
MASTER BDRM
11'-10" X 12'-2"
BEDROOM 2
11'-7" X 12'-2"
KITCHEN/LIV. RM.
23'-3" X 16'-8"
BEDROOM 3
10'-11" X 11'-9"
12'-2 1/16"
12'-2"
5'-4"
5'-6 1/2"
11'-8 1/2"
11'-8 1/2"
5'-6 1/2"
5'-4"
12'-2"
12'-5 7/16"
11'-6 1/16"
5'-6 1/2"
5'-4 1/2"
12'-2"
11'-11 7/16"
30'
36'
11'-5 1/16"
23'-6"
12'
12'
23'-6"
11'-3 1/4"
6 3/4"
11'-8"
23'-6"
11'-6 15/16"
141'

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

JAXSON SUB. 3BR 2BA 3PLEX
W/ UTILITY/GARAGE COUNTED IN SQFT.
3374 SQ FT






235'
Dog Anchor
HYDRANT
1' D x 4' W water room
Check meter Depth
MAST. CLOSET 5'-0" X 4'-0"
BATH
BEDROOM 2 11'-4" X 12'-2"
MASTER BDRM 11'-10" X 12'-2"
MAST. BATH
UTILITY 11'-6" X 5'-4"
Water Service
WH
FD
5' L Vinyl Fence
12' L x 12' W Covered Patios
ATTIC ACCESS 22" X 30"
DRAFT STOP TO ROOF 1/2" OSB
GARAGE 11'-6" X 23'-8"
KITCHEN/LIV. RM 23'-3" X 16'-10"
BEDROOM 3 11'-4" X 11'-10"
MAST. CLOSET 5'-0" X 4'-2"
MASTER BDRM 11'-10" X 12'-4"
BEDROOM 2 11'-10" X 12'-4"
KITCHEN/LIV. RM 23'-3" X 17'-0"
CLOSET 5'-4" X 2'-2"
BEDROOM 3 11'-1" X 12'-0"
GARAGE 11'-6" X 23'-7"
KITCHEN/LIV. RM 23'-3" X 17'-0"
GARAGE 11'-6" X 23'-8"
KITCHEN/LIV. RM 23'-3" X 17'-1"
KITCHEN/LIV. RM. 23'-3" X 16'-10"
BEDROOM 3 11'-0" X 11'-10"
9070
235'

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

2 HR FIREWALL TO ROOF
4' OUT EA. ROOF SIDE

JAXSON SUB 3BR 5-PLEX
5683 SQ FT

RESOLUTION 2021-292

WHEREAS know all men by these presents, Erin M. Pollock and Kendra D. Pollock, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "JAXSON SUBDIVISION", a tract of land consisting of 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., in the City of Grand Island, Hall County, Nebraska.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-3

#2021-301- Approving Purchase of a 2021 Skid Steer for Water Department

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: November 9, 2021

Subject: Approving Purchase of a 2021 Skid Steer for Water Distribution Department

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

Background

The Water Distribution Department uses a skid steer loader to break concrete, load and move materials, clean up construction sites for repairs to fire hydrants and the repair and replacement of broken water mains. It is also used for snow removal and moving stockpiled materials at the Water Department. It is used throughout the city and must be available 24/7 in all types of weather.

Discussion

The existing skid steer loader is 13 years old and used daily by the Water Department. To ensure reliability, and readiness 24/7 for repairs to the water distribution system, a new skid steer loader was budgeted for FY 2021-2022. Using State contract #14660(OC), or the Sourcewell contract (formally the National Joint Powers Alliance) #042815-CEC allows for a discounted purchase of a 2021 Bobcat T66 Compact Track Loader. The final price, included trade-in of the existing skid steer loader, is a net cost of $38,372.68.

Utilities Department staff is recommending the purchase of the skid steer loader from Central Nebraska Bobcat of Grand Island in the amount of $38,372.68.

An amount of $50,000.00 was approved in the FY 2021-2022 budget for this purchase.

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 purchase of a 2021 skid steer loader from Central Nebraska Bobcat of Grand Island in the amount of $38,372.68.

Sample Motion

Move to approve the purchase of a 2021 Skid Steer Loader from Central Nebraska Bobcat of Grand Island in the amount of $38,372.68.

RESOLUTION 2021-301

WHEREAS, the existing skid steer loader at the Water Department is 13 years old, is used daily for various projects and must be available 24/7; and

WHEREAS, a new skid steer loader was budgeted for FY 2021-2022 and an amount of $50,000.00 was approved; and

WHEREAS, State contract #14660(OC), or the Sourcewell contract #042815-CEC allows for a discounted purchase of a 2021 Bobcat T66 Compact Track Loader; and

WHEREAS, including the trade-in of the existing skid steer loader, the net cost at Central Nebraska Bobcat of Grand Island is $38,372.68.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Water Department purchase a 2021 Skid Steer Loader from Central Nebraska Bobcat of Grand Island in the amount of $38,372.68 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-4

#2021-302 - Approving Change Order #1 for PGS Chimney Inspection

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 9, 2021

Subject: Platte Generating Station Class II Chimney Inspection Change Order #1

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

Background

Every three years the chimney at the Platte Generating Station is inspected and cleaned. The chimney underwent a Class 1 inspection in 2019. These inspections are performed on a regular basis by both plant personnel and chimney inspection contractors. The top exterior platform of the ladder safety rail has experienced corrosion from the stack flue gases that periodically downdraft around the top of the stack. This safety rail is used for fall prevention while climbing the stack and requires replacement.

The specification was issued for bid and the contract was awarded by Council on September 28, 2021 to Pullman Power, LLC, of Kansas City, Missouri in the amount of $68,800.00 per Resolution 2021-238.

Discussion

During the chimney inspection, the vendor recommended bird netting be installed on the outside of the chimney shell. Pullman Power, LLC, will install the netting while on site installing the hand railing. This addition to the work scope resulted in an additional $11,701.04 for a final contract cost of $80,501.04.

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 authorizing Change Order #1 with Pullman Power, LLC, of Kansas City, Missouri for the Platte Generating Station Class II Chimney Inspection for the addition of $11,701.04 to the contract price, for a total contract price of $80,501.04.

Sample Motion

Move to approve Change Order #1 from Pullman Power, LLC, in the amount of $11,701.04 for the Platte Generating Station Class II Chimney Inspection.

CITY OF GRAND ISLAND

Platte Generating Station
1035 W. Wildwood Drive
Grand Island, NE 68801
308/385-5468

Working Together for a Better Tomorrow. Today.

TO: Pullman Power, LLC
10150 N. Ambassador Drive, Suite 200
Kansas City, MO 64153
Tyler Hansen

PROJECT: Class II Chimney Inspection-Platte Generating Station
CHANGE ORDER 1

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

1 Additional payment per the attached spreadsheet.

ADD: $11,701.04

The original Contract Sum	$68,800.00
Previous Change Order Amounts	$ -
The Contract Sum is increased by this Change Order	$ 11,701.04
The Contract Sum is decreased by this Change Order	$
The total modified Contract Sum to date	$ 80,501.04

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

APPROVED: **CITY OF GRAND ISLAND**

By:____________________ Date ________________

Attest: ____________________

____
Approved as to Form, City Attorney

ACCEPTED: **Pullman Power, LLC**

By: Date 10/26/2021

Joshua Muder - Project Director

City of Grand Island
Utilities Department
General Work Contract - Change Order

C130751
520.00032

Class II Chimney Inspection-Platte Generating Station

Comments: While completing the chimney inspection, vendor recommended bird netting be installed on the outside of the chimney shell.

Contract: **$68,800.00**

Change Order Request	Description	Amount
001	Bird Netting material	$ 822.43
002	Anchoring materials	$ 311.44
003	Labor	$ 8,466.00
004	Overhead	$ 2,016.13
005	Taxes on Materials	$ 85.04
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
017		
018		
019		
020		
021		
023		
024		
028		
029		
030		
	Total	$ 11,701.04

RESOLUTION 2021-302

WHEREAS, at the September 28, 2021, Council meeting, Pullman Power, LLC., was awarded the contract for Class II Chimney Inspection at Platte Generating Station; and

WHEREAS, during the inspection it was recommended that bird netting be installed on the outside of the chimney shell; and

WHEREAS, the original contracted amount was for $68,800.00, and the total change to the contract amount was $11,701.04, resulting in a final contract cost of $80,501.04.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Pullman Power, LLC, in the amount of $11,701.04, is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-5

#2021-303 - Approving Acquisition of Utility Easement - 3416 S. Locust St - Bosselman Pump & Pantry, Inc.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2021-303

WHEREAS, a public utility easement is required by the City of Grand Island from Bosselman Pump & Pantry, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines; and

WHEREAS, a public hearing was held on November 9, 2021, for the purpose of discussing the proposed acquisition of a Ten (10.0) foot wide easement and right-of-way tract located through a part of Lot One (1), Bosselman Crossing Subdivision, Lot Two (2), Bosselman Crossing Subdivision, and Lot Three (3), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

> The easterly ten (10.0) feet and the northerly ten (10.0) feet of Lot One (1), and the northerly ten (10.0) feet of Lot Two (2), Bosselman Crossing Subdivision and the northerly ten (10.0) feet of Lot Three (3), King's Crossing Subdivision in the City of Grand Island, Hall County, Nebraska.
>
> The above-described easement and right-of-way containing a combined total of .21 acres, more or less as shown on the plat dated 9/9/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

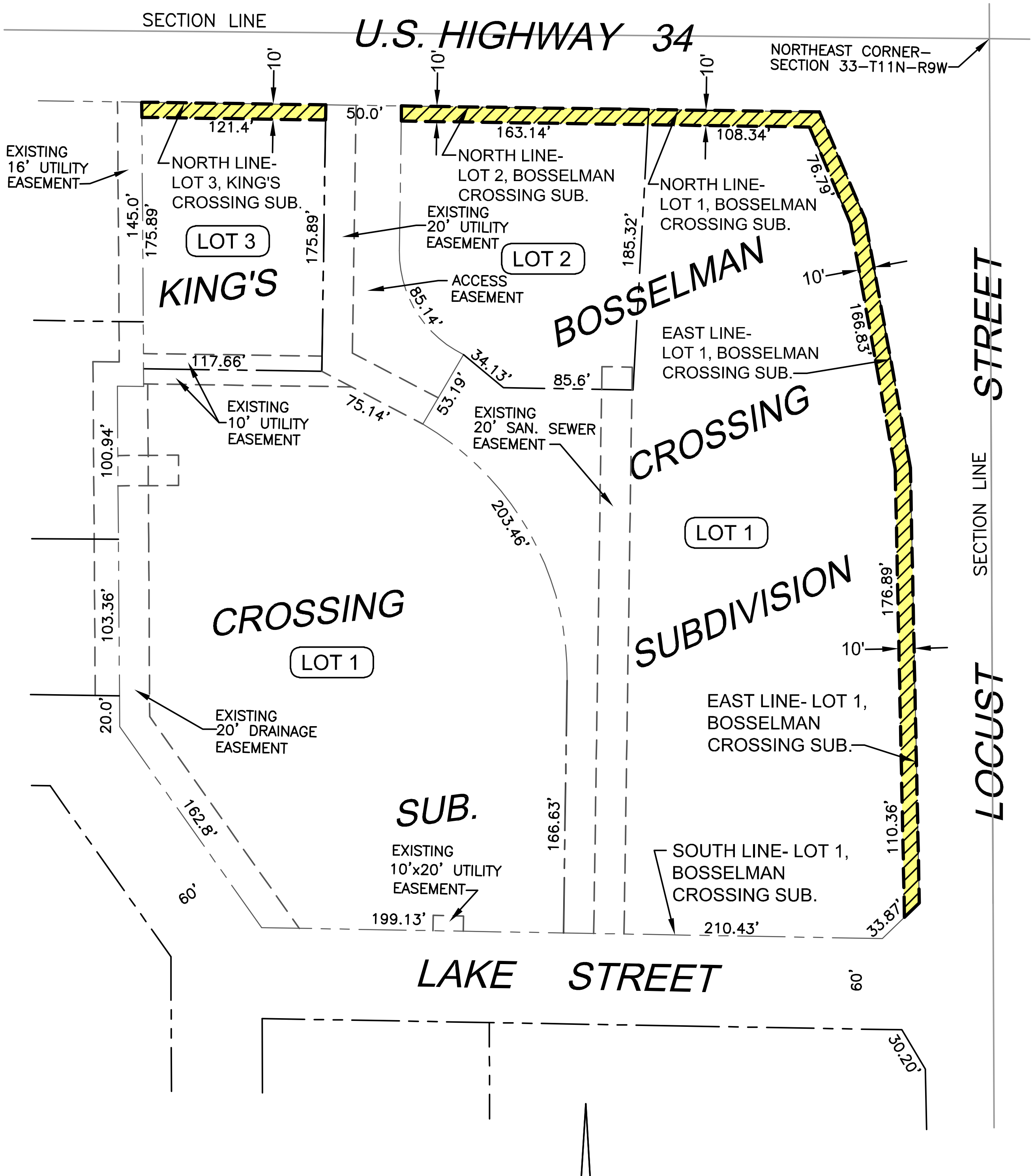
Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney


SECTION LINE
U.S. HIGHWAY 34
NORTHEAST CORNER-
SECTION 33-T11N-R9W
10'
10'
10'
50.0'
121.4'
163.14'
108.34'
EXISTING
16' UTILITY
EASEMENT
NORTH LINE-
LOT 3, KING'S
CROSSING SUB.
NORTH LINE-
LOT 2, BOSSELMAN
CROSSING SUB.
NORTH LINE-
LOT 1, BOSSELMAN
CROSSING SUB.
76.79'
145.0'
175.89'
175.89'
LOT 3
KING'S
EXISTING
20' UTILITY
EASEMENT
LOT 2
185.32'
ACCESS
EASEMENT
85.14'
BOSSELMAN
10'
166.83'
EAST LINE-
LOT 1, BOSSELMAN
CROSSING SUB.
117.66'
34.13'
85.6'
EXISTING
10' UTILITY
EASEMENT
75.14'
53.19'
EXISTING
20' SAN. SEWER
EASEMENT
CROSSING
STREET
100.94'
203.46'
LOT 1
SECTION LINE
CROSSING
SUBDIVISION
176.89'
103.36'
LOT 1
10'
EAST LINE- LOT 1,
BOSSELMAN
CROSSING SUB.
LOCUST
20.0'
EXISTING
20' DRAINAGE
EASEMENT
162.8'
SUB.
166.63'
110.36'
EXISTING
10'x20' UTILITY
EASEMENT
SOUTH LINE- LOT 1,
BOSSELMAN
CROSSING SUB.
60'
199.13'
210.43'
33.87'
LAKE STREET
60'
30.20'

LEGEND

▨ INDICATES 10' WIDE UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DATE: 9/9/2021 | FILE: BOSSELMAN

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-6

#2021-304 - Approving Certificate of Final Completion for Water Main Project 2021-W-2 (Newcastle Road)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From:	Timothy Luchsinger, Utilities Director
Meeting:	November 9, 2021
Subject:	Water Main Project 2021-W-2 – Newcastle Road Certificate of Final Completion
Presenter(s):	Timothy Luchsinger, Utilities Director

Background

Water Main Project 2021-W-2 has been completed by The Diamond Engineering Company of Grand Island, Nebraska. The water main project installed approximately 717 linear feet of 8" diameter ductile iron water main by trenchless construction within Newcastle Road, east of Windsor Road to Coventry Lane. The project replaced the existing 6" water main which was subjected to multiple breaks over its lifetime.

Discussion

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was $150,877.40.

Alternatives

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

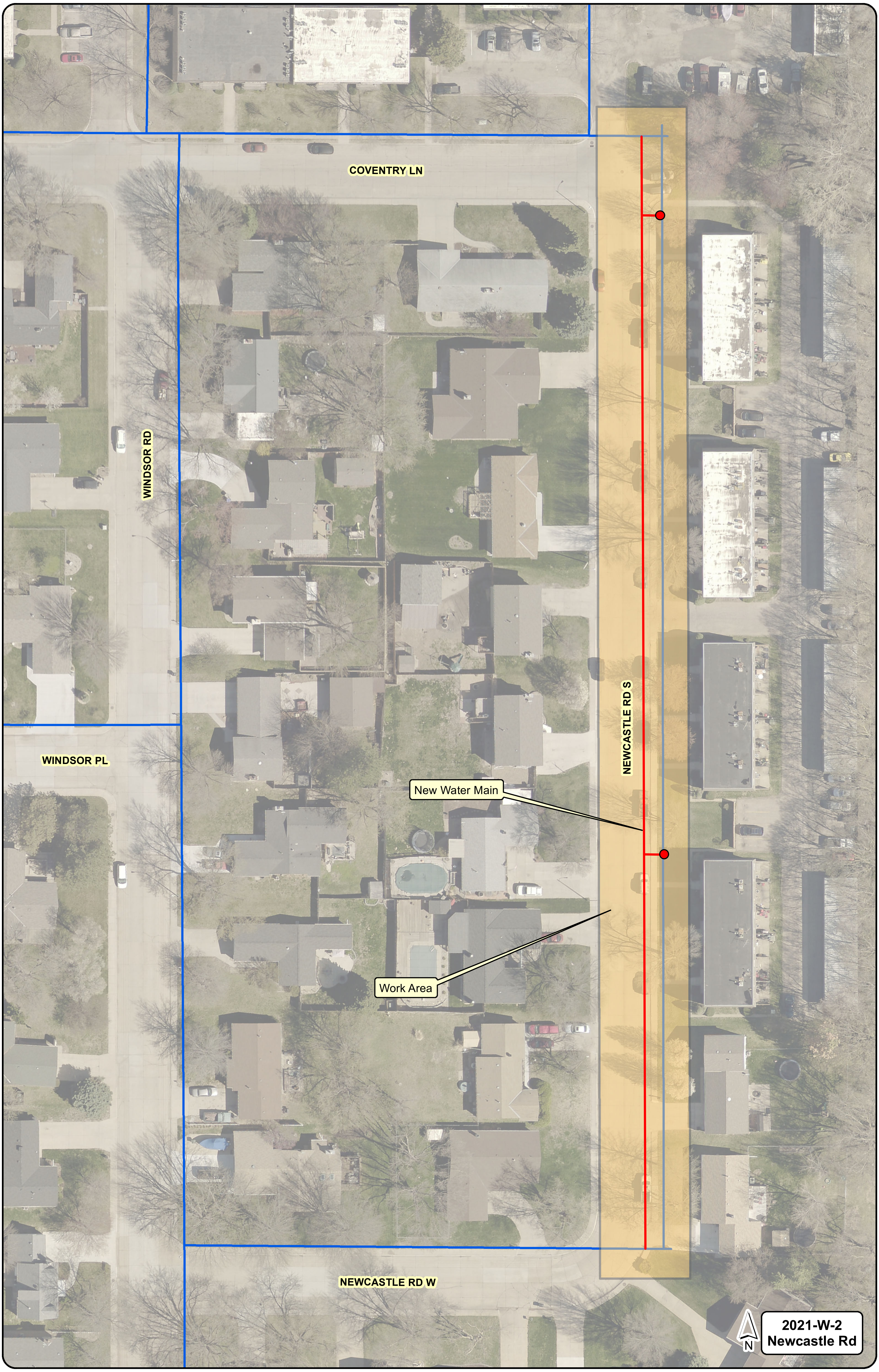
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2021-W-2 on Newcastle Road.

Sample Motion

Move to approve The Certificate of Final Completion for Water Main Project 2021-W-2.


COVENTRY LN
WINDSOR RD
WINDSOR PL
NEWCASTLE RD S
New Water Main
Work Area
NEWCASTLE RD W
N
2021-W-2
Newcastle Rd

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2021-W-2

Water Main Project 2021-W-2 was installed under a contract issued to The Diamond Engineering Company of Grand Island, NE. The project replaced the existing water main within Newcastle Road, east of Windsor Road to Coventry Lane. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

Jamie L. Royer
Jamie L. Royer, P.E. #E-17387

10|29|2021
Date

I hereby authorize Water Main Project 2021-W-2 to be incorporated into the City of Grand Island water system.

Tim Luchsinger, Utilities Director

11-1-21
Date

CERTIFICATE OF FINAL COMPLETION

Water Main Project 2021-W-2

November 9, 2021

Water Main Project 2021-W-2 was awarded to The Diamond Engineering Company of Grand Island, Nebraska.

The work on this project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

Respectfully submitted,

John Collins - Public Works Director

****

WATER MAIN PROJECT 2021-W-2

November 9, 2021

TO THE MEMBERS OF COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2021-W-2 be approved.

Respectfully submitted,

Roger G. Steele, Mayor

R E S O L U T I O N 2021-304

WHEREAS, the Utilities Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2021-W-2 within Newcastle Road in the City of Grand Island, Nebraska, certifying that The Diamond Engineering Company of Grand Island, Nebraska, has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Directors recommends the acceptance of the Engineer's Certificate of Final Completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2021-W-2 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-7

#2021-305 - Approving 2021 Victim of Crime Act (VOCA) Grant Award

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Chief Robert Falldorf, Police Department

Meeting: November 9, 2021

Subject: Approving 2021 Victim of Crime Act (VOCA) Grant Award for Police Department

Presenter(s): Chief Robert Falldorf, Police Department

Background

The Grand Island Police Department has been awarded a 2021 Victim of Crime Act (VOCA) Grant for $128,394.00 from the Nebraska Commission on Law Enforcement and Criminal Justice. Any match for this program year is waived due to Covid. The program period for this grant is from 7-1-21 through 6-30-22.

Discussion

A requirement for acceptance of the grant is that the grant award and special conditions document be signed by the Mayor. The Grand Island Police Department is requesting that the listed grant award be signed for the acceptance of the award.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award and accept the 2021 VOCA grant funding for $128,394.00.

Sample Motion

Move to approve the award and accept the 2021 Victims of Crime Act (VOCA) grant funding for fiscal year 2021-2022.

NEBRASKA Good Life. Great Service. **COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE** Pete Ricketts, Governor	**Federal Grant Number:** 2019-V2-GX-0061 **Federal Grant Period:** 10-01-2018 to 09-30-2022 **Department:** Department of Justice **Federal Program:** **Dept. of Justice, Office for Victims of Crime**	**NE Crime Commission Project Point of Contact:** Eldonna Woltemath, Grant Manager, Federal Grants and Programs Eldonna.Woltemath@nebraska.gov 402-416-4129

SUB-RECIPIENT NAME AND ADDRESS: **City of Grand Island** PO Box 1968 Grand Island, NE 68802-1968	**DATE OF FEDERAL AWARD:** 09-13-2019 **FEDERAL AWARD AMOUNT:** $13,482,116.00 **SUB-GRANTEE IRS/VENDOR NUMBER:** 47-6006205
PROJECT TITLE: **Grand Island/Hall County Victim Assistance Program**	**SUB-GRANTEE DUNS NUMBER:** 040919607 **SUB-GRANT NUMBER:** 104-2022-VA1029 **PROJECT PERIOD:** 07-01-2021 to 06-30-2022

DATE OF SUB-AWARD:	**SUB-AWARD AMOUNT:**	**MATCH AMOUNT:**	**MATCH WAIVER APPLIED:**
03-31-2021	$128,394.00	$0	☒YES or ☐NO

SPECIAL CONDITIONS:

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

STATUTORY AUTHORITY FOR GRANT:

This project is supported under (OVC – VOCA Assistance) 34 U.S.C. § 20103 (a) and (b)

CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number):

16.575 – Crime Victim Assistance

AGENCY APPROVAL		**GRANTEE ACCEPTANCE**	
TYPED NAME AND TITLE OF APPROVING OFFICIAL: **Alexandra Beck, Director Federal Grants & Programs**		**TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL OF SUBGRANT:** **Roger Steele, Mayor**	
SIGNATURE OF APPROVING OFFICIAL: Alexandra Beck	**DATE:** 10/15/2021	**SIGNATURE OF AUTHORIZED OFFICIAL:**	**DATE:**

RESOLUTION 2021-305

WHEREAS, the Police Department of the City of Grand Island received notification that it will receive a 2021 Victims of Crime Act (VOCA) grant for $128,394.00 from the Nebraska Commission on Law Enforcement and Criminal Justice; and

WHEREAS, the amount awarded is to be used by the Grand Island Police Department in accordance with criteria established by the grant program, and

WHEREAS, the Mayor of the City of Grand Island is required to sign the grant in acceptance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the grant funds awarded to the Police Department of the City of Grand Island for $128,394.00 through the Nebraska Commission on Law Enforcement and Criminal Justice is hereby approved.

BE IS FURTHER RESOLVED, that the Mayor is here by authorized and directed to execute such grant on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-8

#2021-306 - Approving Stryker Medical Equipment Maintenance Agreement

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: November 9, 2021

Subject: Stryker Medical Equipment Maintenance Agreement

Presenter(s): Fire Division Chief Russ Blackburn

Background

The Grand Island Fire Department uses seven Stryker LifePak 15 vital sign monitors and three Stryker Lucas Devices on its ambulances and eleven Stryker LifePak 1000 automatic external defibrillators on the engines and staff cars to treat patients with cardiac problems or in cardiac arrest. State regulations of Licensure of Emergency Medical Services, 17 NAC 12 004.04 (C) mandates that equipment be maintained according to manufacturer's recommendations. As the manufacturer, Stryker's recommendation is their yearly inspection and maintenance program. Stryker is the sole provider of their service.

Discussion

The City Council has approved many of these maintenance agreements in the past. This agreement is the first one with all of the 'treatment' equipment in one document. The terms of the agreement are four years of annual inspections and maintenance for the twenty-one pieces of medical equipment for $68,097.60 paid as yearly installments of $17,024.40.

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 four year maintenance agreement with Stryker Corporation for the maintenance of the vital sign monitors, automatic cardiac defibrillators, and Lucas Devices at a total cost of $68,097.60 for four years.

Sample Motion

Move to approve the four year maintenance contract with Stryker Corporation for the maintenance of the vital sign monitors, automatic cardiac defibrillators, and Lucas Devices at a total cost of $68,097.60 for four years.

ProCareServices **stryker**

Sales Rep Name: Scott Pufahl
ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave
Portage, MI 49009

Date: 10/20/2021
ID #: 211020211546

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1071466
Shipping Acct Num: 1238849
Account Name City of Grand Island Fir
Account Address PO Box 1968
City, State Zip Grand Island, NE 68802

Name: Russ Blackburn
Title: Chief
Phone: (308) 385-5444
Email: rblackburn@grand-island.com

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP1000	LifePak 1000	LP1000 PM Only Onsite	11	4		$17,424.00
2	LP15	LifePak 15	LP15 Protect Ship In w Onsite PM	7	4		$37,699.20
3	LUCAS	LUCAS	LUCAS Protect Ship In w Onsite PM	3	4		$12,974.40

PROGRAM INCLUDES:

LP1000 PM Only Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at schedule ed time of service

**(Onsite PM or Depot Depending on Agreement) **

LP15 Protect Ship In w Onsite PM:

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

**(Onsite PM or Depot Depending on Agreement) **

LUCAS Protect Ship In w Onsite PM:

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

**(Onsite PM or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments $17,024.40

See below for complete payment schedule

ProCare Total	$68,097.60
FINAL TOTAL	**$68,097.60**

Start Date: 10/12/2021
End Date: 10/11/2025

Scott Pufahl	10/26/21		
Stryker Signature	Date	Customer Signature	Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
https://techweb.stryker.com
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over $5,000 please send hard copy PO

COMMENTS:
Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com. All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure. **Quote pricing valid for 30 days.

PAYMENT SCHEDULE				
Date	Payment	Int Paid	Prin. Remaining	Balance
Starting Balance				**$ 68,097.60**
10/1/2021	$ 17,024.40	$ -	$ 51,073.20	$ 51,073.20
10/1/2022	$ 17,024.40	$ -	$ 34,048.80	$ 34,048.80
10/1/2023	$ 17,024.40	$ -	$ 17,024.40	$ 17,024.40
10/1/2024	$ 17,024.40	$ -	$ -	$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP1000	41644395	LP1000 PM Only Onsite
2	LP1000	41644396	LP1000 PM Only Onsite
3	LP1000	40696087	LP1000 PM Only Onsite
4	LP1000	40696088	LP1000 PM Only Onsite
5	LP1000	40486841	LP1000 PM Only Onsite
6	LP1000	40486842	LP1000 PM Only Onsite
7	LP1000	40486846	LP1000 PM Only Onsite
8	LP1000	40486847	LP1000 PM Only Onsite
9	LP1000	40486844	LP1000 PM Only Onsite
10	LP1000	40486843	LP1000 PM Only Onsite
11	LP1000	40486845	LP1000 PM Only Onsite
12	LP15	45070470	LP15 Protect Ship In w Onsite PM
13	LP15	45069521	LP15 Protect Ship In w Onsite PM
14	LP15	45069511	LP15 Protect Ship In w Onsite PM
15	LP15	45063700	LP15 Protect Ship In w Onsite PM
16	LP15	45063483	LP15 Protect Ship In w Onsite PM
17	LP15	43537943	LP15 Protect Ship In w Onsite PM
18	LP15	45074243	LP15 Protect Ship In w Onsite PM
19	LUCAS	35172804	LUCAS Protect Ship In w Onsite PM
20	LUCAS	3015D741	LUCAS Protect Ship In w Onsite PM
21	LUCAS	3015D739	LUCAS Protect Ship In w Onsite PM

Purchase Order Form

stryker®

Account Manager ________________

Cell Phone ________________

Purchase Order Date ________________

Expected Delivery Date ________________

Stryker Quote Number 211020211546

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	1071466
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1238849
Company Name	City of Grand Island Fir
Contact or Department	Russ Blackburn
Street Address	PO Box 1968
Addt'l Address Line	
City, ST ZIP	Grand Island, NE 68802
Phone	(308) 385-5444

Authorized Customer Initials ________

Authorized Customer Initials ________

DESCRIPTION		QTY	TOTAL
REFERENCE QUOTE	☐	☐	☐

Accounts Payable Contact Information

Name ________________

Email ________________

Phone ________________

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name ________________

Title ________________

Signature ________________

Date ________________

Attachment **Stryker Quote Number** 211020211546

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
  - If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
  - Stryker will continue to offer contractual service on a yearly basis only
  - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION 2021-306

WHEREAS, the Grand Island Fire Department uses seven vital sign monitors, eleven automatic external defibrillators, and three Lucas Devices to treat patients with cardiac problems or that are in cardiac arrest; and

WHEREAS, state regulations of Emergency Medical Services mandate that equipment on be maintained according to manufacturer's recommendations; and

WHEREAS, Stryker Corporation of Portage, Michigan is the sole recommended maintenance provider, and

WHEREAS, the proposed four year maintenance agreement between Stryker Corporation and the City of Grand Island Fire Department has a total cost of $68,097.60, with annual payments of $17,024.40 per year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the service agreement between the City of Grand Island Fire Department and Stryker Corporation be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-9

#2021-307 - Approving Medical Supply Restocking Agreement

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: November 9, 2021

Subject: Medical Supply Restocking Agreement

Presenter(s): Fire Division Chief Russ Blackburn

Background

The Grand Island Fire Department (GIFD) has had a long-standing agreement with CHI Saint Francis Medical Center (SFMC) to restock common medical supplies used by GIFD personnel during patient care. In exchange for the supplies, SFMC bills the fire department monthly for those supplies. This reduces the amount of supplies GIFD has to stock and store, and allows ambulances to restock at the hospital and be ready to respond to the next call sooner. When Grand Island Regional Medical Center (GIRMC) opened its Emergency Department, fire administration asked for a similar agreement between our two agencies and they have agreed.

Discussion

For Council consideration is an agreement between the City and GIRMC for providing medical supplies and the cost that GIRMC would charge the GIFD. Also covered in the contract is the disposal of biomedical waste generated during EMS operations by GIRMC since they have the facilities in place as a hospital. The medical supplies will be provided at a cost of GIRMC list price plus twenty-five percent. Biomedical waste disposal will be provided at $0.4375 per pound. The fees charged by GIRMC will be reviewed annually and increased as needed with advanced written notice. There is no automatic end date to this agreement, but may be terminated by either party with 30 days advanced written notice. The types of medical supplies provided by GIRMC are listed in Exhibit A of the contract.

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 “Ambulance Supply Restocking and Service Agreement’ between the City of Grand Island and the Grand Island Regional Medical in Grand Island, NE.

Sample Motion

Move to approve the ‘Ambulance Supply Restocking and Service Agreement’ between the City of Grand Island and the Grand Island Regional Medical in Grand Island, NE.

AMBULANCE SUPPLY RESTOCKING AND SERVOCE AGREEMENT

THIS AMBULANCE SUPPLY RESTOCKING AND SERVICE AGREEMENT (the “Agreement”) is entered into by and between **Grand Island Regional Medical Center**, a Nebraska non-profit corporation with its principal location at 3533 Prairieview Street, Grand Island, Nebraska 68803 (“GIRMC”) and ____________________________ (“Ambulance”).

RECITALS

A. **WHEREAS**, GIRMC owns and operates an acute care hospital that has, as a component of its services, an emergency department that receives patients transported by rescue units.

B. **WHEREAS**, GIRMC’s restocking of rescue units contributes to the quality of emergency care in the community by enabling rescue units to proceed immediately to the next call without making additional restocking stops and by ensuring that needed medical supplies are available for the next patient.

C. **WHEREAS,** Ambulance wishes to develop an arrangement whereby GIRMC may restock its ambulances with certain medical supplies, and provide other support services, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable Medicare statutes and regulations.

NOW, THEREFORE, the parties agree as follows:

1. **RESTOCKING OF SUPPLIES**. GIRMC shall restock Ambulance with medical supplies provided to patients who are transported to GIRMC by Ambulance, as requested by Ambulance. A listing of medical supplies that will be available for restocking pursuant to this Agreement is attached as Exhibit A hereto (collectively the “Medical Supplies”). The parties will develop procedures for Ambulance to request that Medical Supplies be restocked by GIRMC. GIRMC’s obligation to restock Ambulance with Medical Supplies shall be subject to GIRMC’s having a sufficient quantity of such supplies on hand and available to provide to Ambulance. GIRMC shall also exchange with Ambulance comparable clean linens for soiled linens. Ambulance agrees to use such restocked supplies and linens only as a part of its emergency medical response at the scene of an emergency or in transport of a patient to a hospital, and will not resell such supplies to any third party or use them for any other purpose. Medications, including drug kits, shall not be restocked under this Agreement.

2. **BIOMEDICAL WASTE DISPOSAL**. In an effort to protect Ambulance staff and recognizing that GIRMC already has biomedical waste handling policies in place, the ability to dispose of biomedical waste shall be extended to Ambulance (“BM Waste Disposal Services”). All medical waste generated will be considered potentially contaminated and safe handling techniques will be used regardless of content. However, due to the small degree of contamination, all waste is not considered regulated medical waste. In disposing of biomedical waste, Ambulance shall ensure that the following is complied with:

2.1. Non-Regulated. All waste not classified as regulated will be disposed of in a plastic bag. It will be closed securely without touching the contents. If the bag is broken, the broken bag shall be placed in another bag. To prevent cross-contamination, soiled linens will be removed from Ambulance with a minimum of agitation and placed in a plastic bag. Linen will be examined for patient equipment, supplies or sharps prior to placing in plastic bag. Waste with small amounts of body fluid will not be classified as regulated medical waste due to the low probability that exposure will cause disease. Heavily soiled linen will be promptly bagged (double bagged if needed) and removed from Ambulance. The plastic bag will be placed in the linen carts located in dirty utility room in GIRMC's Emergency Department. No loose linen will be transported through the Emergency Department or halls of GIRMC.

2.2. Regulated Medical Waste. Regulated medical waste is defined as waste generated in the diagnosis, treatment, immunization, research or production/testing of biologicals pertaining to diseases of human beings or animals as listed below:

2.2.1. Human Blood Waste and Blood Products. This includes infusion bags and tubing used for administration of blood or blood products. This also includes items such as dressings, drapes or other disposable items that are saturated or dripping with blood or were saturated and are now dried.

2.2.2. Body Fluids. The contents of suction liners, vacuum bottles and drainable containers will be carefully poured into toilets or hoppers. Gowns, gloves, masks and goggles are indicated to accomplish this. Containers will not be shaken or agitated to prevent droplet aerosolization. Emptied containers will be disposed of in regulated medical waste receptacles. Body fluid contained in devices not intended to be emptied (e.g., Pleur-evacs, surgical drains) will be discarded into appropriate regulated medical waste receptacles.

Ambulance staff shall bag, seal and label regulated medical waste and place such items in the appropriate GIRMC receptacles, in accordance with GIRMC's standard operating procedures for such waste.

2.3. Sharps. Sharps are defined as all discarded needles, blades, or sharp instruments whether or not contaminated with blood or body fluid, and broken glass which has been in contact with blood or body fluids. All sharps will be placed in Ambulance's puncture-proof containers. Containers will be securely closed immediately when removed. Ambulance staff shall carefully inspect for protruding sharps, and lock the top by pushing the flap all the way to the back of the opening until the flap clicks into place. Ambulance shall ensure its staff shall clean any gross contamination of body fluid from the exterior of containers. Sharps containers will be handled and transported in such a way as to prevent leakage. Sharps containers shall be placed by regulated waste containers in the dirty utility room of GIRMC's Emergency Department. Ambulance shall ensure its staff will not throw sharps or sharps containers into GIRMC's trash receptacles.

2.4. Limitation of Liability/Indemnification. Any and all exposure to contamination by Ambulance staff is and shall remain the sole responsibility of Ambulance. Ambulance expressly acknowledges and agrees that GIRMC shall be indemnified and held harmless from any loss, claim or expense incurred as a result of any claim by Ambulance or its staff as to any contamination or harm due to contact with or exposure to biohazardous material.

3. **PAYMENT FOR SUPPLIES/BIOMEDICAL WASTE DISPOSAL**. Payment for Medical Supplies shall be based on GIRMC's list cost at the end of the month, plus twenty-five percent (25%) to account for administrative costs and handling fees. Biomedical waste disposal shall be charged at the rate of $.35 per pound plus twenty-five percent (25%) to account for GIRMC's cost of providing BM Waste Disposal Services. Within ten (10) days after the end of each month, GIRMC shall invoice Ambulance for all Medical Supplies and BM Waste Disposal Services furnished by GIRMC during the prior month. GIRMC shall prepare and furnish to Ambulance an itemized statement which identifies the Medical Supplies and BM Waste Disposal Services

provided by GIRMC to Ambulance. Ambulance shall pay GIRMC within thirty (30) days of the receipt of such bill. On each twelve (12)-month anniversary date of this Agreement, GIRMC may, upon written notice, increase the fees charged for Medical Supplies and BM Waste Disposal Services to reflect its cost of providing such supplies and services to Ambulance; provided that if Ambulance does not accept such increase, Ambulance may terminate this Agreement in accordance with Section 7.

4. **BILLING**. GIRMC agrees not to bill or collect from any patient or third party payor for any Medical Supplies provided to Ambulance under this Agreement.

5. **DOCUMENTATION REQUIREMENTS**. Records of the Medical Supplies replenished, and BM Waste Disposal Services provided under this Agreement shall be maintained. Such documentation may be maintained in hard copy or electronically. By way of example, documentation may be maintained through a patient care report that Ambulance files with GIRMC after transport of a patient to GIRMC, which records the name of the patient, the date of the transport, and the Medical Supplies used for the patient which were subsequently restocked by GIRMC. Similar records will be kept for BM Waste Disposal Services**.** Records as required under this Section 5 shall be maintained for a period of five (5) years and shall be furnished to the Secretary of the U.S. Department of Health and Human Services upon request.

6. **EMERGENCY SERVICES**. Ambulance represents and warrants that it provides emergency ambulance services on average at least three times per week per calendar year.

7. **TERM AND TERMINATION**. This Agreement shall commence upon execution by both parties, and shall continue indefinitely until terminated by either party upon thirty (30) days' advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of this Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

8. **COMPLIANCE WITH LAWS**. GIRMC and Ambulance shall work cooperatively to assure compliance of this Agreement and the relationship of the parties with applicable laws and regulations, including those applicable to the parties as providers under the Medicare and Medicaid programs. The parties acknowledge that this Agreement is being entered into at a time of significant uncertainty and change in state and federal law regulating health services, and agree, subject to Section 7, to negotiate in good faith to modify this Agreement as necessary to avoid violation of such laws. Specifically, both parties warrant that no employee or authorized agent of either party are excluded from participation in any federal or state healthcare program.

9. **NO REFERRALS**. There is no agreement, express or implied, between GIRMC and Ambulance governing the referral of patients or business by virtue of this Agreement or any other arrangement or understanding between the parties, and nothing herein shall in any way be construed to require or induce either party to admit, refer or transfer patients to the other. The nature of the arrangements created hereunder do not take into account and are not dependent on the volume or value of any referrals between the parties or the volume of patients transported by Ambulance to GIRMC.

10. **INDEPENDENT CONTRACTOR**. Both parties undertake all responsibilities under this Agreement as independent contractors of one another, and not as agents or joint venturers.

11. **NO LIABILITY; INSURANCE**. Neither party shall by virtue of this Agreement be liable for the negligence or intentional acts of the other. Each party agrees to maintain general and professional liability insurance in amounts appropriate to its respective services and furnish proof of same upon request of the other.

12. **MISCELLANEOUS**. The following additional terms apply to this Agreement:

a. Severability. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

b. Assignment. This Agreement is personal to the parties and may not be assigned or transferred without written consent of the other party.

c. Waiver. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

d. Amendment. This Agreement may be amended only by written agreement of the parties.

e. Applicable Law. This Agreement shall be interpreted according to the law of the state of Nebraska without regard to conflict of law rules thereof.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

GRAND ISLAND REGIONAL MEDICAL CENTER ("GIRMC")	______________________________ **("AMBULANCE")**
______________________________ Signature	______________________________ Signature
______________________________ Name (Print)	______________________________ Name (Print)
______________________________ Title	______________________________ Title
______________________________ Date	______________________________ Date

EXHIBIT A

SUPPLIES

Description

Defib pads, Adult & Pediatric
Assorted ET Tubes
Stylets
Nasal airways
Oral airways
EKG electrodes
Box 4x4s
ADB pads
Assorted cling wrap
Assorted Coban
Alcohol pads
Tape
15 drop and 60 drop IV sets
IV occlusive dressings
Assorted needles
Assorted syringes
IV tubing extension
1L Normal Saline IV bag
1L Lactated ringers IV bag
250ml Normal saline IV bag
Nasal cannulas
Non-rebreather masks
Pediatric O2 masks
1L irrigation fluids, water or saline
O2 tubing

RESOLUTION 2021-307

WHEREAS, the Grand Island Fire Department (GIFD) has a long-standing agreement with SFMC to restock medical supplies used by GIFD ambulance crews; and

WHEREAS, the City of Grand Island Fire Department wishes to enter into a similar agreement with Grand Island Regional Medical Center (GIRMC), Grand Island, Nebraska; and

WHEREAS, the GIFD will receive an invoice from GIRMC and pay for supplies used by ambulance crews during patient care, and

WHEREAS, the price billed to GIFD for medical supplies will be GIRMC’s list price plus an additional 25 percent and $0.4375 per pound for biomedical waste disposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island Fire Department and Grand Island Regional Medical Center be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-10

#2021-308 - Approving Change Order No. 1 for Air Handler Replacement of HVAC

Staff Contact: Celine Swan

Council Agenda Memo

From: Celine Swan, Library Director

Meeting: November 9, 2021

Subject: Approving Change Order No. 1 for Air Handler Replacement of HVAC

Presenter(s): Celine Swan, Library Director

Background

Jerry's Sheet Metal Company of Grand Island, Nebraska was awarded the Air Handler Replacement of HVAC contract for the Edith Abbott Memorial Library for $667,200.00 on July 27, 2021 via Resolution No. 2021-172.

Discussion

Change Order No. 1 for the Edith Abbott Memorial Library Air Handler Replacement is to order and install four stands for the VRF (Variant Refrigerant Flow) units. The VRF units are not intended for heating thus they won't drip water during a heating defrost cycle. Heating for the basement air handler is from the existing hot water boilers. The VRF units supply superior control and modulating capability during cooling, which is why they were utilized. The stands allow for greatly improved housekeeping and cleaning around and under the units. The units themselves have a mounting rail, but it's just a few inches high. The higher stands would allow much easier cleaning of the underside of the units. The stands would make it much easier to get snow drifts off the units. We do not want snow drifting, melting, and then refreezing amongst a bunch of debris under the unit, as that could potentially cause damage.

The cost associated with Change Order No. 1 is for four stands $1,540.00 + 10% ($154.00) for installing the stands for a total of $1,694.00, resulting in a revised contract amount of $668,894.00.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 to order four stands for $1,540.00 + 10% ($154.00) for installing the stands for a total of $1,694.00 from Jerry’s Sheet Metal of Grand Island to protect the VRF Units at the Edith Abbott Memorial Library.

Sample Motion

Move to approve the resolution.

CITY OF
GRAND ISLAND

CHANGE ORDER NO. 1

PROJECT: Air Handler Replacement of HVAC at the Edith Abbott Memorial Library, 1124 W. 2nd St, Grand Island, Nebraska. This project was awarded to Jerry's Sheet Metal Company. Resolution No. 2021-172 at City Council on July 27, 2021.

CONTRACTOR: Jerry's Sheet Metal Company

AMOUNT OF CONTRACT: $667,200.00

CONTRACT DATE: July 28, 2021

Change Order No. 1 for the Edith Abbott Memorial Library Air Handler Replacement is to order and install four stands for the VRF (Variant Refrigerant Flow) units. The VRF units are not intended for heating thus they won't drip water during a heating defrost cycle. Heating for the basement air handler is from the existing hot water boilers. The VRF units supply superior control and modulating capability during cooling, which is why they were utilized. The stands allow for greatly improved housekeeping and cleaning around and under the units. The units themselves have a mounting rail, but it's just a few inches high. The higher stands would allow much easier cleaning of the underside of the units. The stands would make it much easier to get snow drifts off the units. We do not want snow drifting, melting, and then refreezing amongst a bunch of debris under the unit, as that could potentially cause damage.

	Description	***Quantity***		***Unit Price***	***Total Price***
General Items					
	Stands for VRF Units	4.00		$385.00	$ 1,540.00
	10% for installation	1.00		$154.00	$154.00
				Change Order No. 1 Total =	***$ 1,694.00***

Contract Price Prior to this Change Order………………………………… $ 667,200.00
Net Increase Resulting from this Change Order…………………………… $ 1,694.00

Revised Contract Price Including this Change Order……………………… $ 668,894.00

The Above Change Order Accepted:

Jerry's Sheet Metal Company

By__________________________________ **Date**______________________

Approval Recommended:

By____ Date________________
Celine D. Swan/Library Director

Approved for the City of Grand Island, Nebraska

By____________________________________ **Date**________________________
Mayor

Attest_________________________________
City Clerk

RESOLUTION 2021-308

WHEREAS, on July 27, 2021, via Resolution No.2021-172, the City of Grand Island awarded Jerry’s Sheet Metal Company of Grand Island, Nebraska the bid in the amount of $667,200.00 for the Air Handler Replacement of HVAC Contract.

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

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the cost associated with such change order is $1,694.00, resulting in a revised contract amount of $668,894.00.

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. 1, at a cost of $1,694.00, between the City of Grand Island and Jerry’s Sheet Metal Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021
Council Session

Item G-11

#2021-309 - Approving Acquisition of Public Easement in Lake Heritage Second Subdivision- 2009 W US Highway 34 (Brian T. & Lori L. Fausch)

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

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

RESOLUTION 2021-309

WHEREAS, relocation of an existing septic utility easement at 2009 W US Highway 34 is required by the City of Grand Island, from Brian T. & Lori L. Fausch in Lake Heritage Second Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A STRIP OF LAND BEING 25 FEET WIDE SEPTIC UTILITY EASEMENT LOCATED IN LOT FOUR (4), LAKE HERITAGE SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" PIPE AT THE NORTHWEST CORNER OF SAID LOT FOUR (4); THENCE S88°08'42"E ON THE NORTH LINE OF SAID LOT FOUR (4), AND ALL BEARINGS CONTAINED HEREIN ARE RELATIVE THERETO, A DISTANCE OF 73.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT FOUR (4); THENCE S55°05'35"E A DISTANCE OF 152.70 FEET TO THE POINT OF BEGINNING; THENCE S55°05'35"E A DISTANCE OF 205.00 FEET TO THE POINT OF TERMINATION. THE ABOVE DESCRIBED EASEMENT CONTAINING A TOTAL OF 0.12 ACRES MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such septic utility easement from the property owner on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

Roger G. Steele, Mayor

Attest:

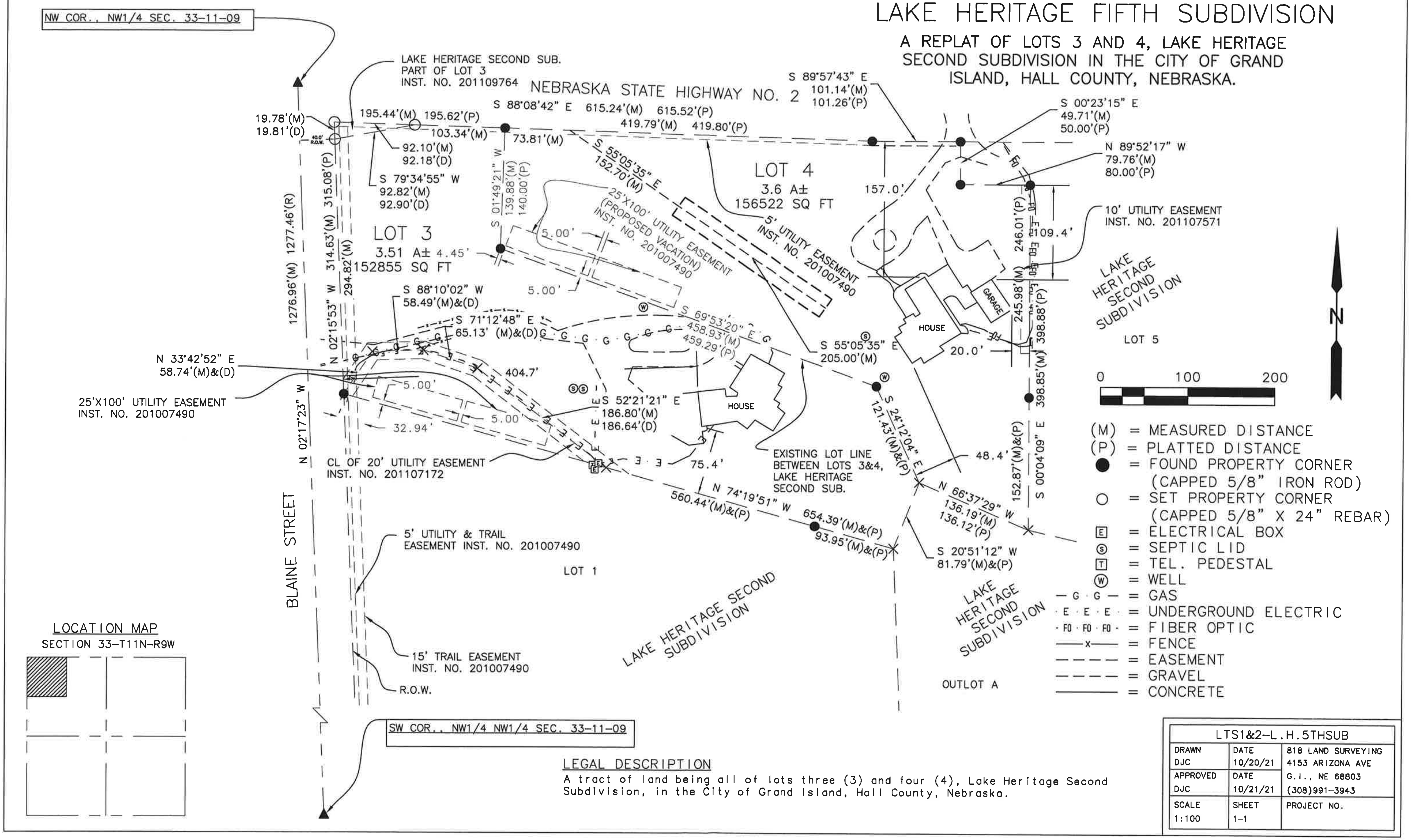
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

"EASEMENT VACATION & RELOCATION EXHIBIT"

LAKE HERITAGE FIFTH SUBDIVISION

A REPLAT OF LOTS 3 AND 4, LAKE HERITAGE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.


NW COR., NW1/4 SEC. 33-11-09
LAKE HERITAGE SECOND SUB. PART OF LOT 3 INST. NO. 201109764
NEBRASKA STATE HIGHWAY NO. 2
S 88°08'42" E 615.24'(M) 615.52'(P)
419.79'(M) 419.80'(P)
S 89°57'43" E 101.14'(M) 101.26'(P)
S 00°23'15" E 49.71'(M) 50.00'(P)
N 89°52'17" W 79.76'(M) 80.00'(P)
19.78'(M) 19.81'(D)
40.0' R.O.W.
195.44'(M) 195.62'(P)
103.34'(M)
73.81'(M)
92.10'(M) 92.18'(D)
S 79°34'55" W 92.82'(M) 92.90'(D)
S 01°49'21" W 139.88'(M) 140.00'(P)
S 55°05'35" E 152.70'(M)
25'X100' UTILITY EASEMENT (PROPOSED VACATION) INST. NO. 201007490
5' UTILITY EASEMENT INST. NO. 201007490
LOT 4
3.6 A±
156522 SQ FT
157.0'
LOT 3
3.51 A±
152855 SQ FT
4.45'
5.00'
5.00'
1277.46'(R)
1276.96'(M)
315.08'(P)
314.63'(M)
294.82'(M)
N 02°15'53" W
S 88°10'02" W 58.49'(M)&(D)
S 71°12'48" E 65.13' (M)&(D)
S 69°53'20" E 458.93'(M) 459.29'(P)
S 55°05'35" E 205.00'(M)
N 33°42'52" E 58.74'(M)&(D)
25'X100' UTILITY EASEMENT INST. NO. 201007490
404.7'
5.00'
5.00'
32.94'
S 52°21'21" E 186.80'(M) 186.64'(D)
HOUSE
HOUSE
GARAGE
20.0'
246.01'(P)
245.98'(M)
109.4'
398.88'(P)
398.85'(M)
10' UTILITY EASEMENT INST. NO. 201107571
LAKE HERITAGE SECOND SUBDIVISION
LOT 5
S 24°12'04" E 121.43'(M)&(P)
48.4'
152.87'(M)&(P)
S 00°04'09" E
N 66°37'29" W 136.19'(M) 136.12'(P)
S 20°51'12" W 81.79'(M)&(P)
N 02°17'23" W
CL OF 20' UTILITY EASEMENT INST. NO. 201107172
75.4'
EXISTING LOT LINE BETWEEN LOTS 3&4, LAKE HERITAGE SECOND SUB.
N 74°19'51" W 560.44'(M)&(P)
654.39'(M)&(P)
93.95'(M)&(P)
BLAINE STREET
5' UTILITY & TRAIL EASEMENT INST. NO. 201007490
LOT 1
LAKE HERITAGE SECOND SUBDIVISION
LAKE HERITAGE SECOND SUBDIVISION
15' TRAIL EASEMENT INST. NO. 201007490
R.O.W.
OUTLOT A
SW COR., NW1/4 NW1/4 SEC. 33-11-09
0
100
200
N
LOCATION MAP
SECTION 33-T11N-R9W

(M) = MEASURED DISTANCE
(P) = PLATTED DISTANCE
● = FOUND PROPERTY CORNER (CAPPED 5/8" IRON ROD)
○ = SET PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
E = ELECTRICAL BOX
S = SEPTIC LID
T = TEL. PEDESTAL
W = WELL
— G · G — = GAS
· E · E · E · = UNDERGROUND ELECTRIC
· FO · FO · FO · = FIBER OPTIC
——x—— = FENCE
– – – – = EASEMENT
– – – – = GRAVEL
——— = CONCRETE

LEGAL DESCRIPTION

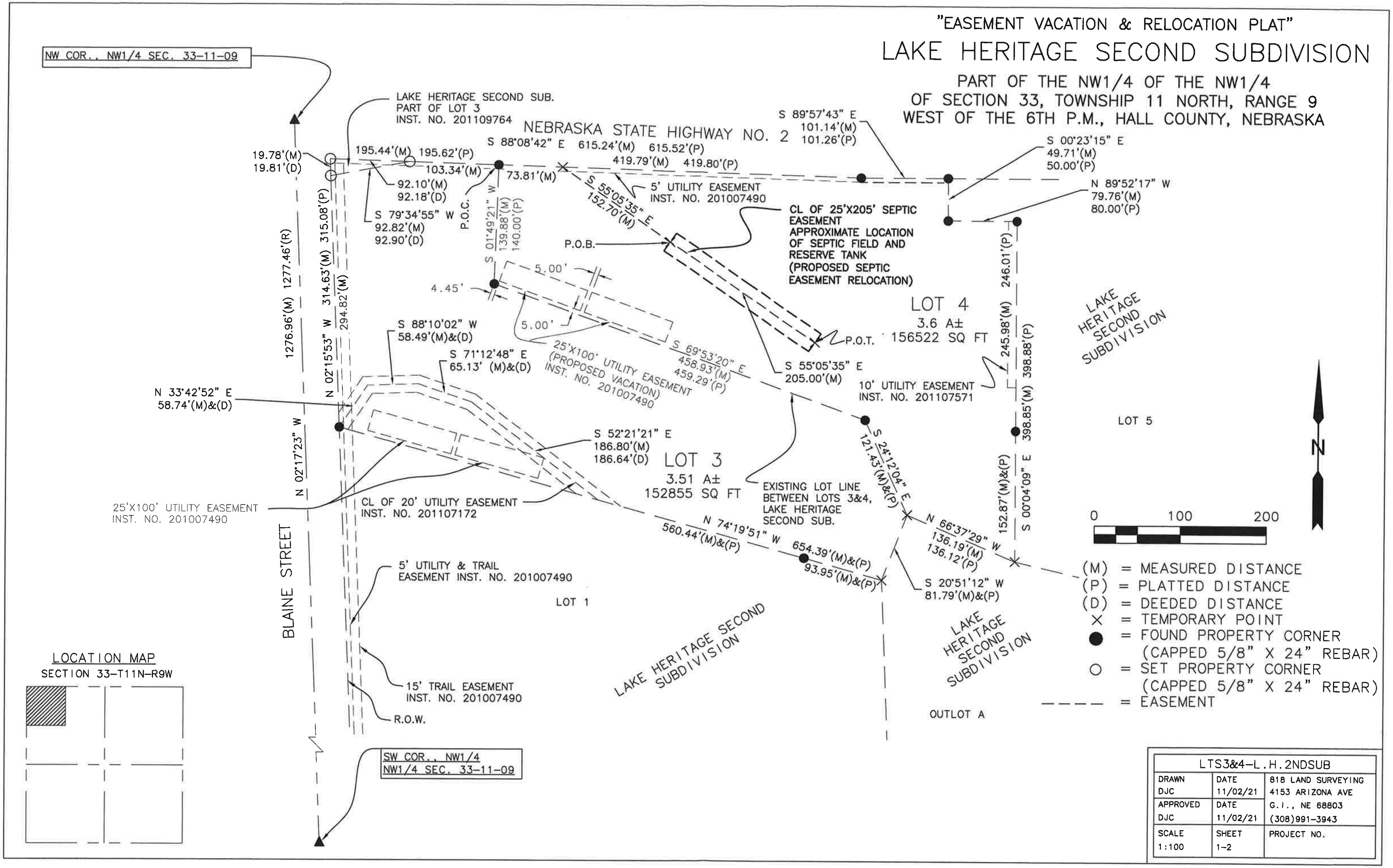
A tract of land being all of lots three (3) and four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

LTS1&2-L.H.5THSUB		
DRAWN DJC	DATE 10/20/21	818 LAND SURVEYING 4153 ARIZONA AVE G.I., NE 68803 (308)991-3943
APPROVED DJC	DATE 10/21/21	
SCALE 1:100	SHEET 1-1	PROJECT NO.

"EASEMENT VACATION & RELOCATION PLAT"

LAKE HERITAGE SECOND SUBDIVISION

PART OF THE NW1/4 OF THE NW1/4
OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 9
WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA


NW COR., NW1/4 SEC. 33-11-09
LAKE HERITAGE SECOND SUB. PART OF LOT 3 INST. NO. 201109764
NEBRASKA STATE HIGHWAY NO. 2
S 89°57'43" E 101.14'(M) 101.26'(P)
S 00°23'15" E 49.71'(M) 50.00'(P)
N 89°52'17" W 79.76'(M) 80.00'(P)
19.78'(M) 19.81'(D)
195.44'(M) 195.62'(P)
S 88°08'42" E 615.24'(M) 615.52'(P)
419.79'(M) 419.80'(P)
103.34'(M)
73.81'(M)
92.10'(M) 92.18'(D)
S 79°34'55" W 92.82'(M) 92.90'(D)
5' UTILITY EASEMENT INST. NO. 201007490
S 55°05'35" E 152.70'(M)
P.O.C.
S 01°49'21" W 139.88'(M) 140.00'(P)
P.O.B.
CL OF 25'X205' SEPTIC EASEMENT APPROXIMATE LOCATION OF SEPTIC FIELD AND RESERVE TANK (PROPOSED SEPTIC EASEMENT RELOCATION)
5.00'
4.45'
5.00'
P.O.T.
LOT 4
3.6 A± 156522 SQ FT
246.01'(P)
245.98'(M)
398.88'(P)
398.85'(M)
LAKE HERITAGE SECOND SUBDIVISION
1276.96'(M) 1277.46'(R)
N 02°15'53" W 314.63'(M) 315.08'(P)
294.82'(M)
S 88°10'02" W 58.49'(M)&(D)
S 71°12'48" E 65.13' (M)&(D)
25'X100' UTILITY EASEMENT (PROPOSED VACATION) INST. NO. 201007490
S 69°53'20" E 458.93'(M) 459.29'(P)
S 55°05'35" E 205.00'(M)
10' UTILITY EASEMENT INST. NO. 201107571
N 33°42'52" E 58.74'(M)&(D)
N 02°17'23" W
LOT 5
S 52°21'21" E 186.80'(M) 186.64'(D)
LOT 3
3.51 A± 152855 SQ FT
S 24°12'04" E 121.43'(M)&(P)
152.87'(M)&(P)
S 00°04'09" E
EXISTING LOT LINE BETWEEN LOTS 3&4, LAKE HERITAGE SECOND SUB.
25'X100' UTILITY EASEMENT INST. NO. 201007490
CL OF 20' UTILITY EASEMENT INST. NO. 201107172
N 74°19'51" W 560.44'(M)&(P)
654.39'(M)&(P)
93.95'(M)&(P)
N 66°37'29" W 136.19'(M) 136.12'(P)
S 20°51'12" W 81.79'(M)&(P)
BLAINE STREET
5' UTILITY & TRAIL EASEMENT INST. NO. 201007490
LOT 1
LAKE HERITAGE SECOND SUBDIVISION
LAKE HERITAGE SECOND SUBDIVISION
15' TRAIL EASEMENT INST. NO. 201007490
R.O.W.
OUTLOT A
SW COR., NW1/4 NW1/4 SEC. 33-11-09
LOCATION MAP
SECTION 33-T11N-R9W
N
0
100
200

(M) = MEASURED DISTANCE
(P) = PLATTED DISTANCE
(D) = DEEDED DISTANCE
✕ = TEMPORARY POINT
● = FOUND PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
○ = SET PROPERTY CORNER (CAPPED 5/8" X 24" REBAR)
– – – – = EASEMENT

LTS3&4-L.H.2NDSUB

DRAWN DJC	DATE 11/02/21	818 LAND SURVEYING 4153 ARIZONA AVE G.I., NE 68803 (308)991-3943
APPROVED DJC	DATE 11/02/21	
SCALE 1:100	SHEET 1-2	PROJECT NO.

"EASEMENT VACATION & RELOCATION LEGAL DESCRIPTIONS"

LAKE HERITAGE SECOND SUBDIVISION

PART OF THE NW1/4 OF THE NW1/4
OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 9
WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA

LEGAL DESCRIPTION (25' X 100' UTILITY EASEMENT VACATION)

Two (2) tracts of land being 25 feet wide by 100 feet in length located in Lot four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, as show on a plat filed in the office of the Hall County Register of Deeds, Instrument Number 0201007490, the two (2) 25 feet by 100 feet strips of land, lying 5.00 feet northerly of the following described sideline: COMMENCING at a 1/2" pipe at the Northwest corner of said Lot four (4); thence S 01°49'21" W on the West line of said Lot four (4), and all bearings contained herein are relative thereto, a distance of 139.88 feet to a 1/2" pipe; thence S 69°53'20" E, a distance of 4.45 feet to the POINT OF BEGINNING of said sideline for tract (1); thence S 69°53'20" E a distance of 100.00 feet to the end of the first tract of land; thence S 69°53'20" E, a distance of 5.00 feet to the POINT OF BEGINNING of said sideline for tract two (2); thence S 69°53'20" E, a distance of 100.00 feet to the end of tract two (2).
The above described tracts of land being using for a Utility Easement containing a total of 0.11 Acres more of less.

LEGAL DESCRIPTION (SEPTIC UTILITY EASEMENT)

A strip of land being 25 feet wide septic utility easement located in Lot four (4), Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, the center line of which is more particularly described as follows: COMMENCING at a 1/2" pipe at the Northwest corner of said Lot four (4); thence S 88°08'42" E on the North line of said Lot four (4), and all bearings contained herein are relative thereto, a distance of 73.81 feet to a point on the North line of said Lot four (4); thence S 55°05'35" E a distance of 152.70 feet to the POINT OF BEGINNING; thence S 55°05'35" E a distance of 205.00 feet to the POINT OF TERMINATION.
The above described easement containing a total of 0.12 Acres more of less.

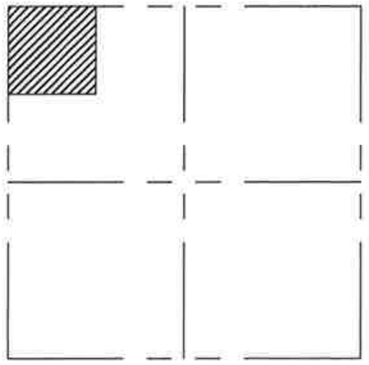
SURVEYOR'S CERTIFICATE

I, Dylan Campbell, Nebraska Registered Land Surveyor No. 818, do hereby certify that on September 22, 2021, I surveyed the above platted and described tract of land using known and record monuments. All information shown hereon is true and correct to the best of my knowledge and belief.

Dylan Campbell
Nebraska R.L.S. No. 818

11/02/21
LS-818
DYLAN J. CAMPBELL

LOCATION MAP
SECTION 33-T11N-R9W



LTS3&4-L.H.2NDSUB		
DRAWN DJC	DATE 11/02/21	818 LAND SURVEYING 4153 ARIZONA AVE
APPROVED DJC	DATE 11/02/21	G.I., NE 68803 (308)991-3943
SCALE 1:100	SHEET 2-2	PROJECT NO.

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-12

#2021-310 - Approving State Bid Award for One (1) 2022 Ford Explorer 4WD for the Engineering Division of the Public Works Department

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Approving State Bid Award for One (1) 2022 Ford Explorer 4WD for the Engineering Division of the Public Works Department

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

Background

The Engineering Division of the Public Works Department budgeted for an Engineering Technician vehicle to be used in the field daily for such activities as surveying, project management, public right-of-way inspections, and code violations. The approved FY 2021/2022 budget includes $30,000.00 for the purchase.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #15394 OC meet all of the requirements for the Engineering Division vehicle. Anderson Auto Group of Lincoln, Nebraska submitted a bid with no exceptions in the amount of $28,335.00. There are sufficient funds for this purchase in Account No. 41055001-85625.

This vehicle will replace a 2001 Dodge Ram 1500 2WD (pictured below), which has 83,000 miles and is not 4WD which makes it difficult to travel in certain areas of a project to avoid getting stuck. Frequent repairs have been required over the last few years and the vehicle is not considered reliable. The 2001 Dodge Ram 1500 2WD will be sold at the Police Auction.

GRAND ISLAND
PUBLIC WORKS
RAM 1500 V8

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

Public Works Administration recommends that the Council approve the State Bid Award to Anderson Auto Group of Lincoln, Nebraska in the amount of $28,335.00 for one (1) 2022 Ford Explorer 4WD for the Engineering Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2021-310

WHEREAS, the Engineering Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2021/2022 fiscal year; and

WHEREAS, said vehicle, a 2022 Ford Explorer 4WD, can be obtained from the State Contract holder, Anderson Auto Group via State of Nebraska Contract No. 15394 OC; and

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

WHEREAS, the funding for such vehicle is provided in the 2021/2022 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2022 Ford Explorer 4WD in the amount of $28,335.00 from the State Contract holder, Anderson Auto Group of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form	¤ ___________
November 6, 2021	¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-13

#2021-311 - Approving Acquisition of Public Drainage Easement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 (The Leiser Trust- North of Faidley Avenue; East of North Road)

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

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

RESOLUTION 2021-311

WHEREAS, a public drainage easement is required by the City of Grand Island, from an affected property owner in North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 project area:

The Leiser Trust– $3,450.00

AN EASEMENT IN THE WEST ½ NORTHWEST ¼ OF SECTION 13, TOWNSHIP 11 NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST ½ NORTHWEST ¼, THENCE N89°14’43”W, A DISTANCE OF THIRTY THREE (33) FEET TO THE ACTUAL POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE WEST ½ NORTHWEST ¼ ON A BEARING OF N89°14’43”E, A DISTANCE OF ONE HUNDRED THIRTY THREE (133) FEET; THENCE N01°24’14”W, A DISTANCE OF THIRTY (30) FEET; THENCE S89°14’43”, A DISTANCE OF ONE HUNDRED THIRTY THREE (133) FEET; THENCE S01°24’14”E, A DISTANCE OF THIRTY (30) FEET TO THE POINT OF BEGINNING, CONTAINING 3990.00 SQUARE FEET MORE OR LESS.

WHEREAS, an Agreement for the public drainage 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 enter into the Agreement for the public drainage easement on the above described tract of land.

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

- - -

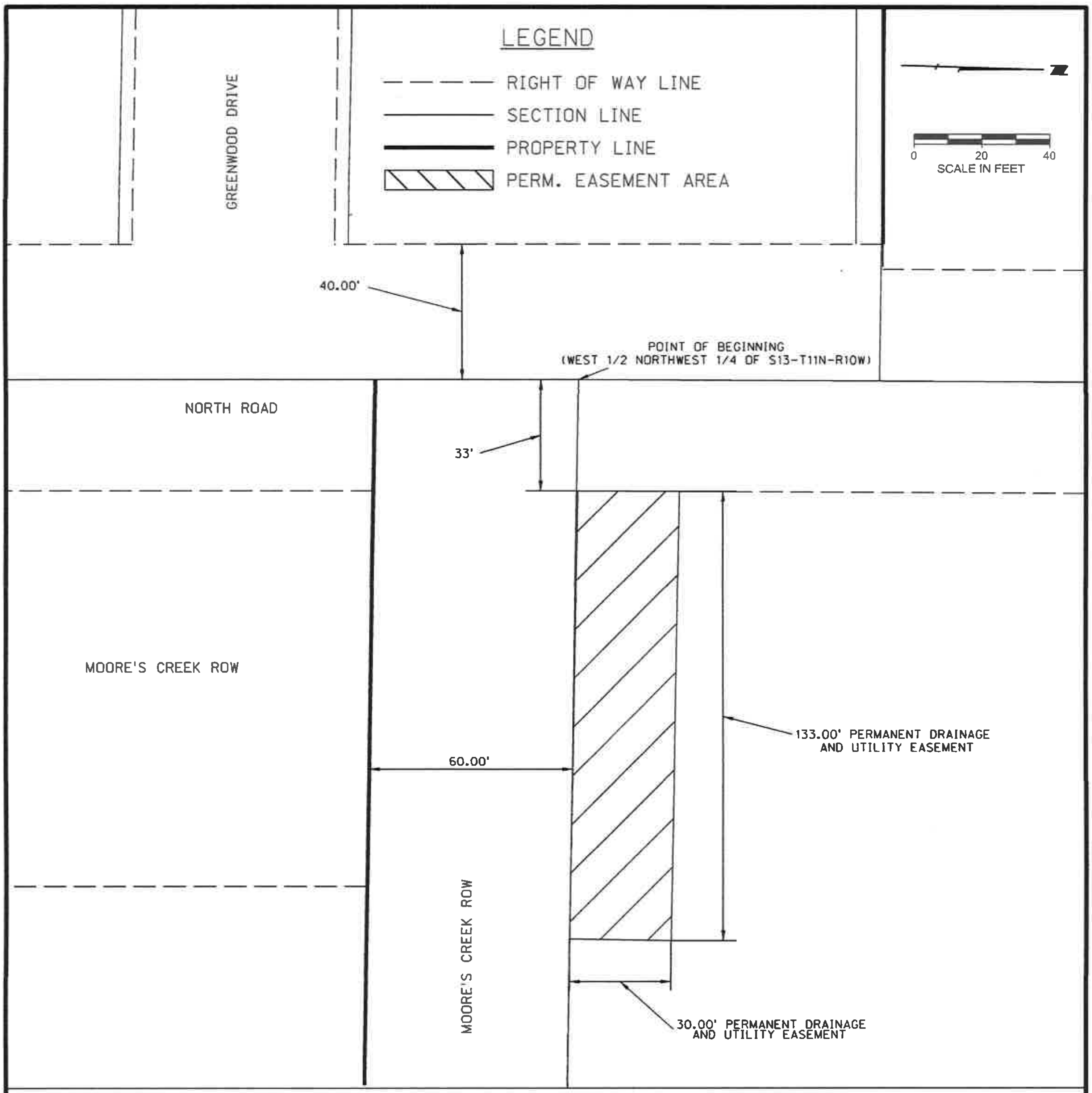
Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney


LEGEND
RIGHT OF WAY LINE
SECTION LINE
PROPERTY LINE
PERM. EASEMENT AREA
0
20
40
SCALE IN FEET
GREENWOOD DRIVE
40.00'
POINT OF BEGINNING
(WEST 1/2 NORTHWEST 1/4 OF S13-T11N-R10W)
NORTH ROAD
33'
MOORE'S CREEK ROW
133.00' PERMANENT DRAINAGE
AND UTILITY EASEMENT
60.00'
MOORE'S CREEK ROW
30.00' PERMANENT DRAINAGE
AND UTILITY EASEMENT

PERMANENT DRAINAGE AND UTILITY EASEMENT DESCRIPTION

AN EASEMENT IN THE WEST 1/2 NORTHWEST 1/4 OF SECTION 13 TOWNSHIP 11 NORTH RANGE 10 WEST OF THE 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST 1/2 NORTHWEST 1/4, THENCE N 89°14'43" W, A DISTANCE OF THIRTY THREE (33.00') FEET TO THE ACTUAL POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE WEST 1/2 NORTHWEST 1/4 ON A BEARING OF N 89°14'43" E, A DISTANCE OF ONE HUNDRED THIRTY THREE(133.00') FEET; THENCE N 01°24'14" W, A DISTANCE OF THIRTY (30.00') FEET; THENCE S 89°14'43", A DISTANCE OF ONE HUNDRED THIRTY THREE (133.00') FEET; THENCE S 01°24'14" E, A DISTANCE OF THIRTY (30.00') FEET TO THE POINT OF BEGINNING, CONTAINING 3990.000 SQUARE FEET MORE OR LESS

EXHIBIT
PROJECT NO: 111894.01
DATE: JAN. 2021

NORTH ROAD ROADWAY IMPROVEMENT NO. 2019-P-6

CITY OF GRAND ISLAND

engineers · scientists · planners

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-14

#2021-312 - Approving Acquisition of 3051 South Locust Street for Lift Station No. 17 (Delvin Wayne Vanosdall)

This item relates to the aforementioned Public Hearing item E-7.

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

RESOLUTION 2021-312

WHEREAS, land is needed by the City of Grand Island, Nebraska for location of Lift Station No. 17; and

WHEREAS, Delvin Wayne Vansodall approached the City about acquiring 3051 South Locust Street, which is a suitable location for Lift Station No. 17; and

WHEREAS, a public hearing was held on November 9, 2021 for the purpose of discussing the proposed acquisition of 3051 South Locust Street (Lot 2, Vanosdall Subdivision), City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, be and hereby is, authorized to acquire 3051 South Locust Street from Delvin Wayne Vansodall, on the above described tract of land.

- - -

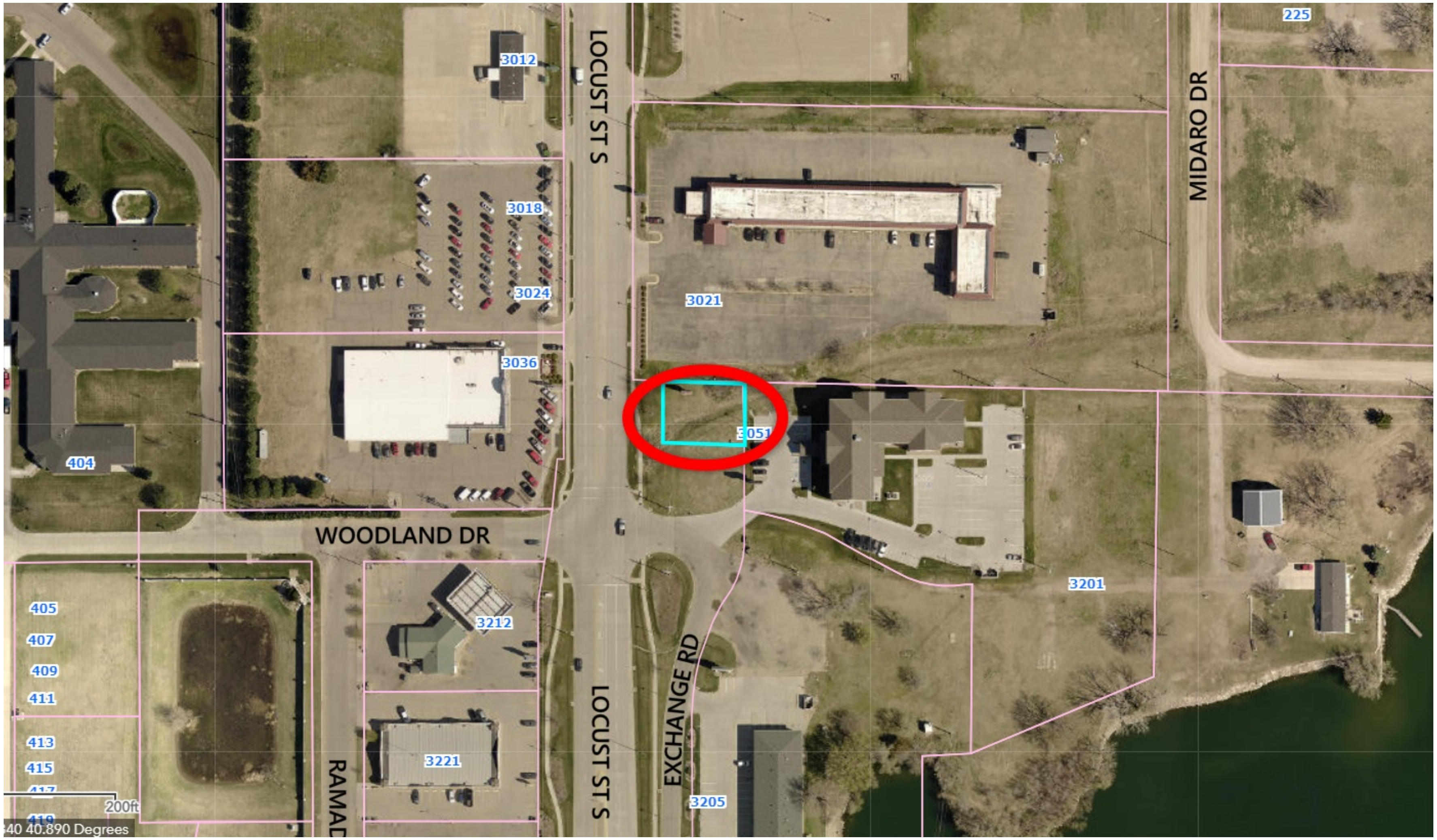
Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney


225
3012
LOCUST ST S
MIDARO DR
3018
3024
3021
3036
3051
404
WOODLAND DR
3201
405
407
409
411
3212
EXCHANGE RD
413
415
3221
RAMAD
LOCUST ST S
3205
200ft
40 40.890 Degrees

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-15

#2021-313 - Approving Proposal to Furnish and Install Indoor Playground at the Community Fieldhouse

Staff Contact: Todd McCoy

Council Agenda Memo

From:	Todd McCoy, Parks and Recreation Director
Meeting:	November 9, 2021
Subject:	Approve RFP for a New Indoor Playground at the Community Fieldhouse
Presenter:	Todd McCoy, Parks and Recreation Director

Background

The Community Fieldhouse is a 70,000 square foot indoor recreational facility which features indoor turf, three batting cages, four volleyball courts, two basketball courts, meeting rooms, and an indoor portable playground. Activities include volleyball, soccer, flag football, basketball, baseball, softball, leagues, tournaments, and rentals for birthday parties, and much more. During the Nebraska State Fair the building is used for 4-H displays and other fair exhibits. The Parks and Recreation Department received permission from the Nebraska State Fair to install a new permanent indoor playground.

Discussion

The City of Grand Island advertised for proposals to furnish and install a new indoor playground at the Community Fieldhouse on September 4, 2021. Two proposals were received.

The Parks and Recreation Department recommends accepting the proposal from Crouch Recreation of Omaha, Nebraska to install the new indoor playground. Crouch Recreation proposes to install a new Soft Play playground that features rubber tile safety surfacing with three enclosed levels that includes slides, climbers, handicap ramps, and a number of interactive play features. The proposal project cost is $211,504.00. The project will be funded through the Food and Beverage Tax proceeds.

The new permanent structure will dramatically improve the playground experience for users and save staff time of disassembling and reassembling the portable playground each year. State Fair patrons will also have the advantage of utilizing the new playground.

Alternatives

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 proposal from Crouch Recreation of Omaha, Nebraska in the amount of $211,504.00 to build a new indoor playground at the Community Fieldhouse.

Sample Motion

Move to approve the proposal from Crouch Recreation to construct a new indoor playground at the Community Fieldhouse.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a
Better Tomorrow, Today

REQUEST FOR PROPOSAL
FOR
COMMUNITY FIELDHOUSE INDOOR PLAYGROUND

RFP DUE DATE:	**October 5, 2021 at 4:00 p.m.**
DEPARTMENT:	**Parks and Recreation**
PUBLICATION DATE:	**September 4, 2021**
NO. POTENTIAL BIDDERS:	**12**

PROPOSALS RECEIVED

Crouch Recreation
Omaha, NE

Creative Sites, LLC
Omaha, NE

cc:
Todd McCoy, Parks & Recreation Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director
Jeremy Bachmann, Recreation Supt.

P2312

DESIGN FOR FUN,
JUST FOR YOU

CITY OF GRAND ISLAND FIELDHOUSE

.

525 E. FONNER PARK RD.
GRAND ISLAND NE 68801

PRPSL6903
OCTOBER 01, 2021

PLAY EXPERIENCE

CONCEPT DEVELOPMENT

KIDS

Discovery & Surprise
Challenge & Adventure
Fun & Active Play

PLAYGROUND OWNER

Worryfree & Low Maintenance
Compliance with Local Regulations
Family Magnet

PARENTS/CAREGIVERS

Openness & Visibility
Cleanliness & Safety
Active Entertainment

CONFIDENTIAL. SOFT PLAY, LLC. NOT FOR DISTRIBUTION.

This Soft Play® design creates a memorable experience and endless play opportunities to make your destination an attraction families will come back to time and time again.

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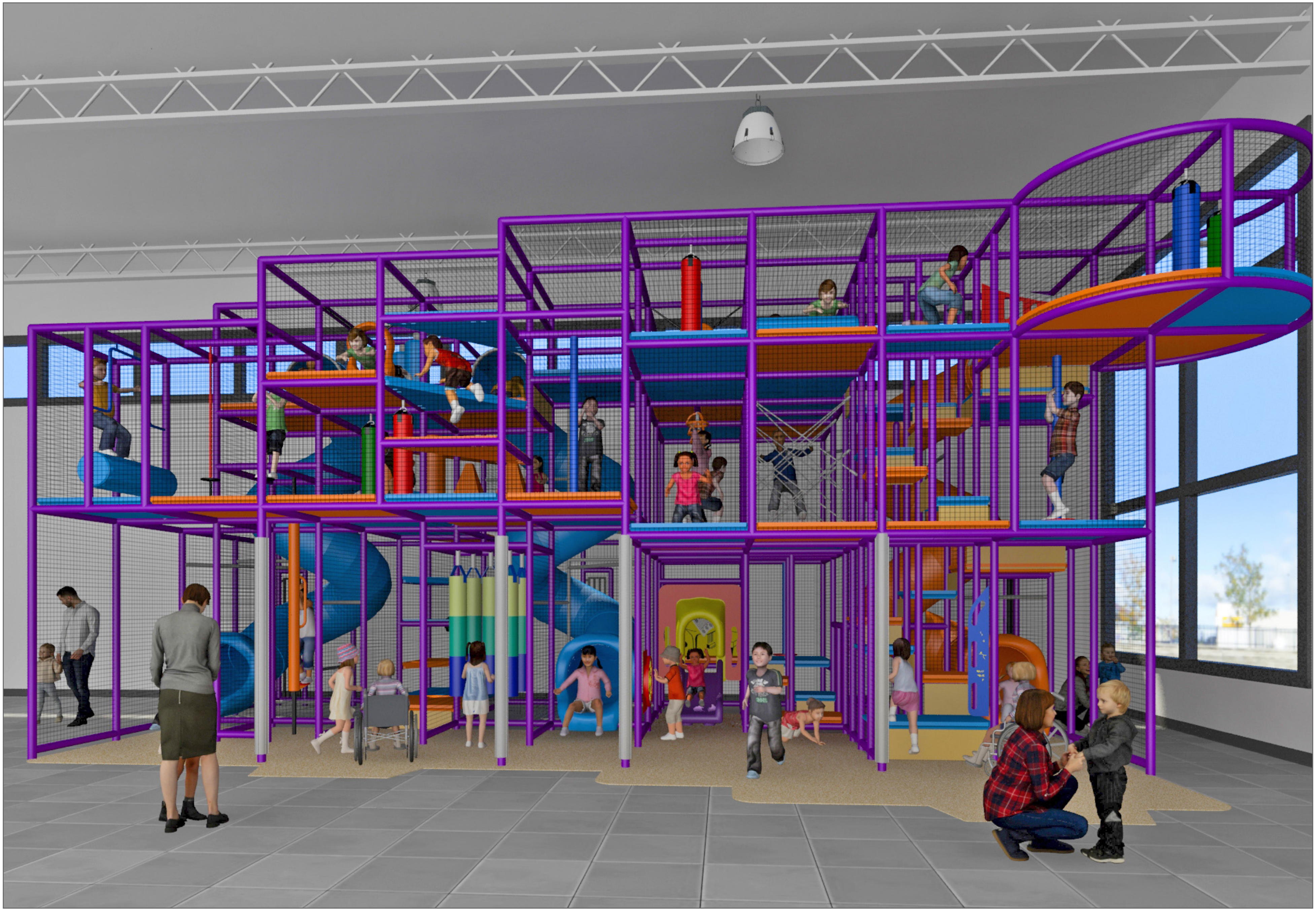
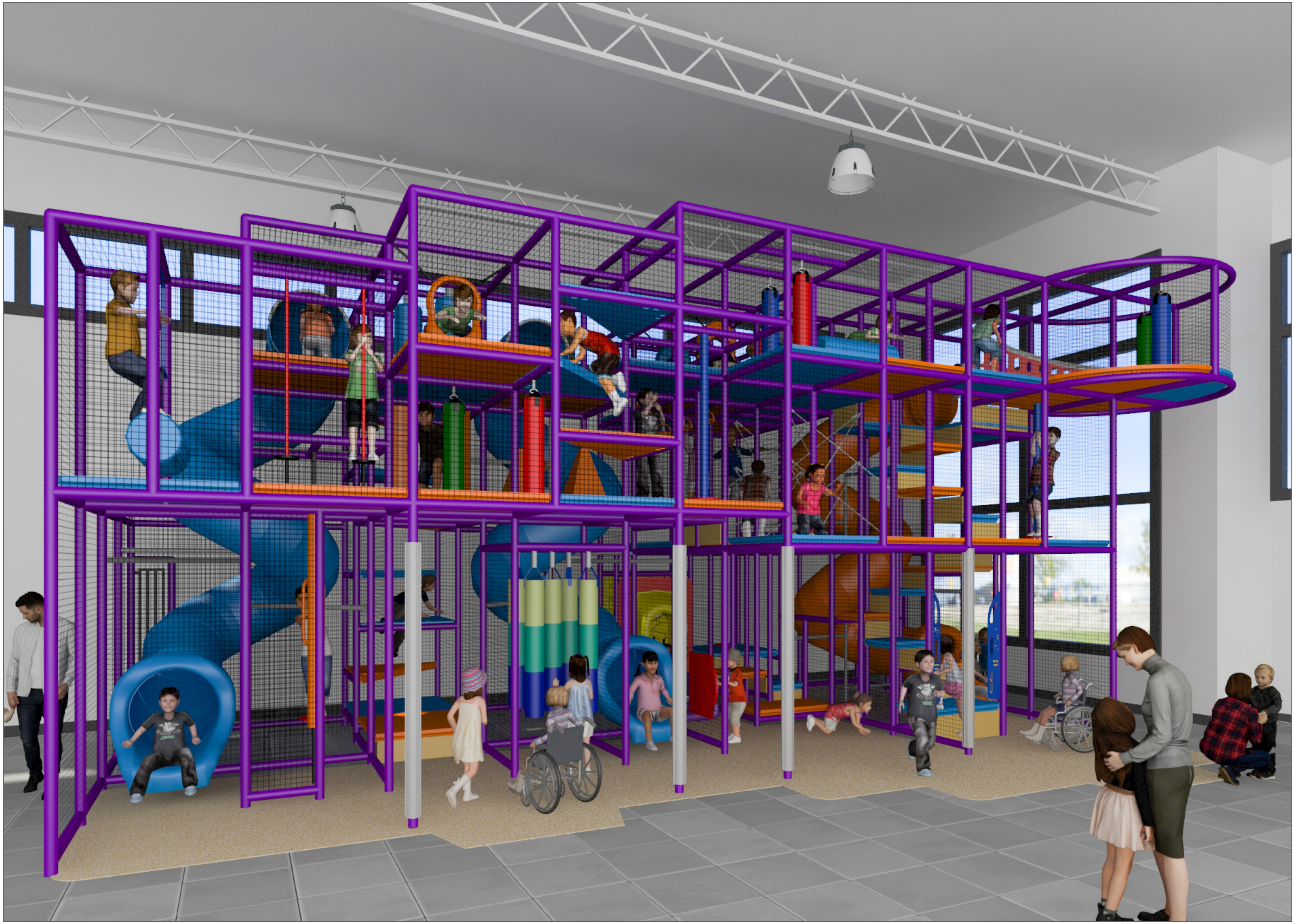
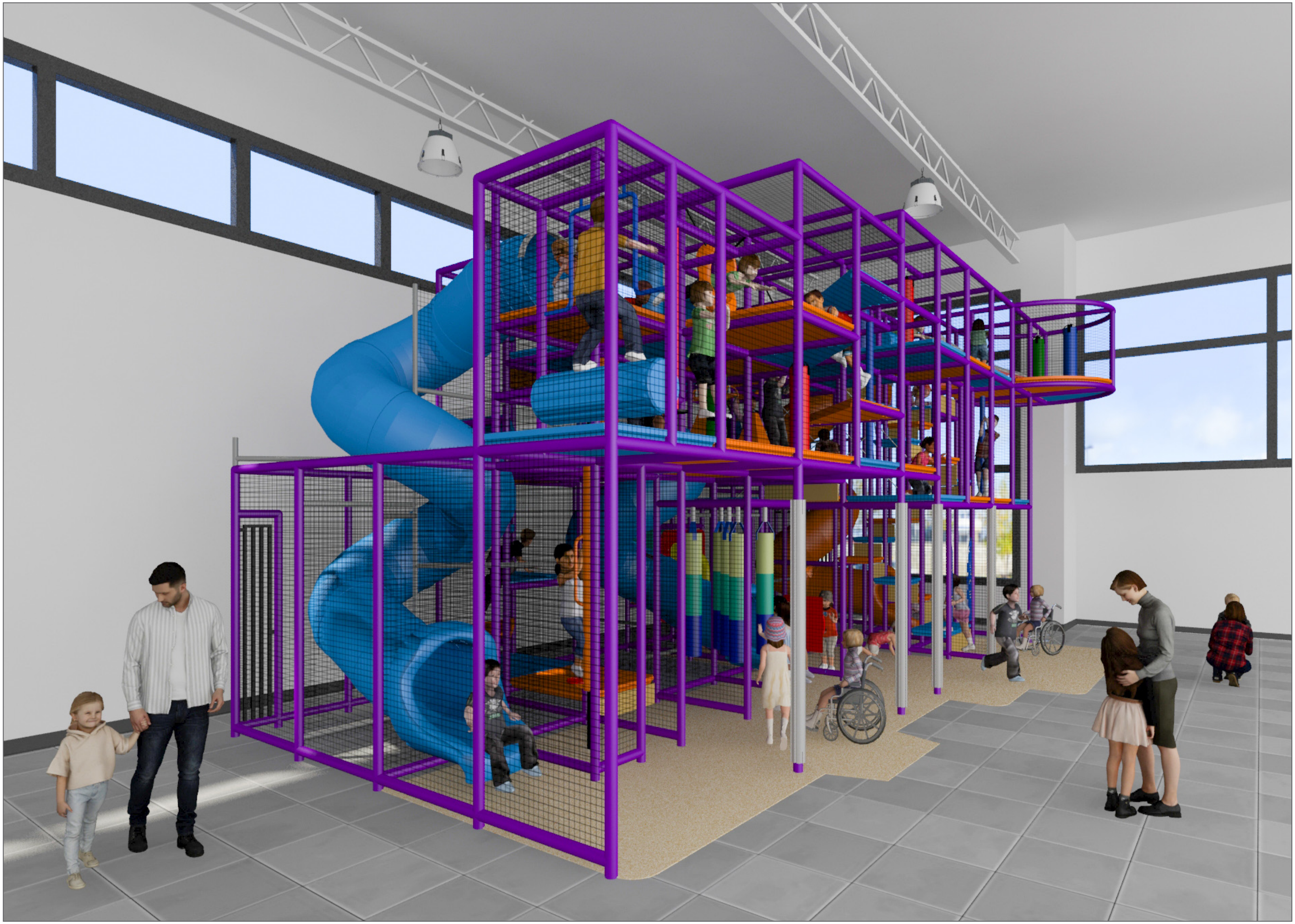


CONFIDENTIAL. SOFT PLAY, LLC. NOT FOR DISTRIBUTION.



CONFIDENTIAL. SOFT PLAY, LLC. NOT FOR DISTRIBUTION.



CONFIDENTIAL. SOFT PLAY, LLC. NOT FOR DISTRIBUTION.

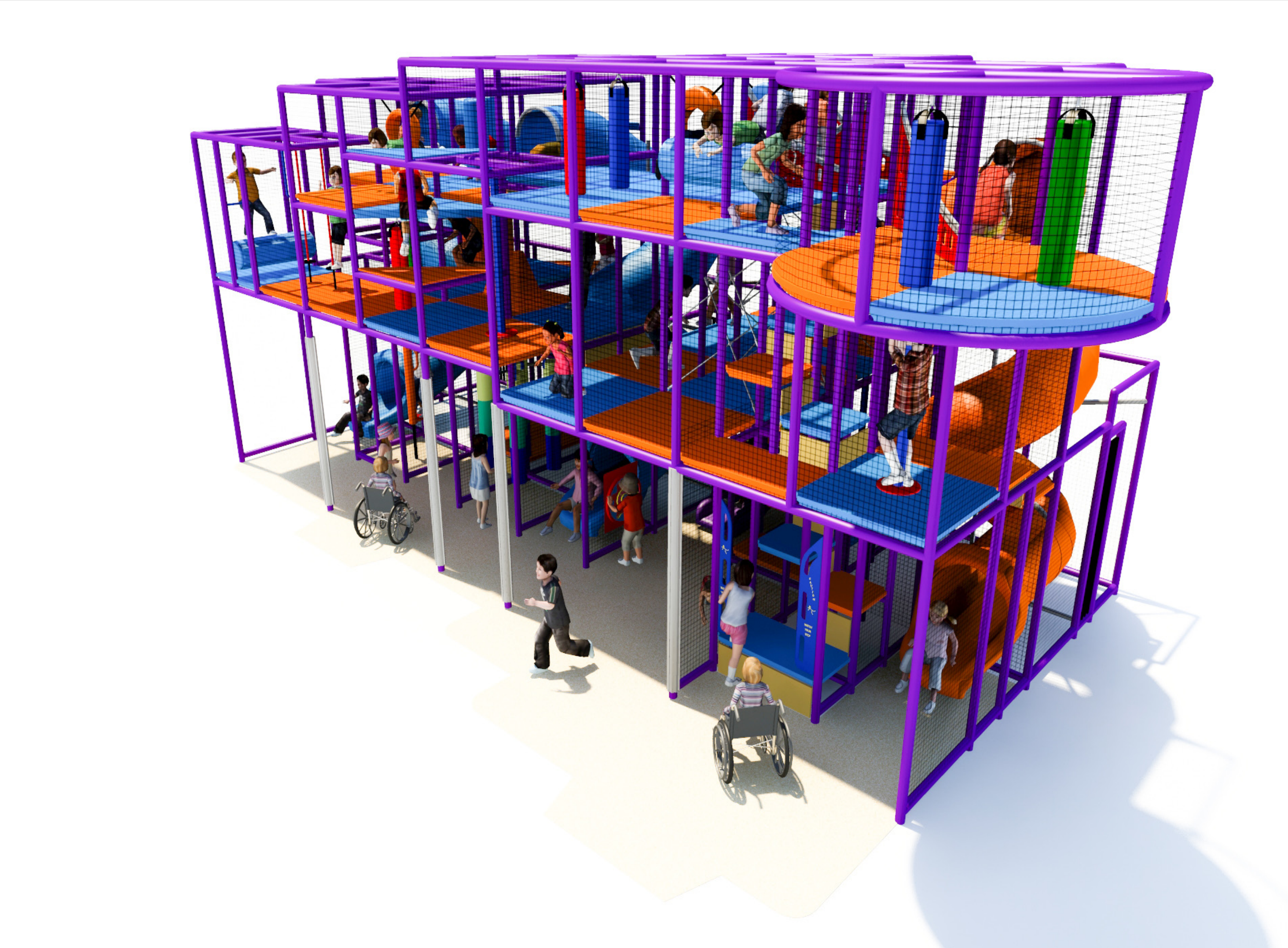
PLAY DETAILS

Play Capacity
140 children

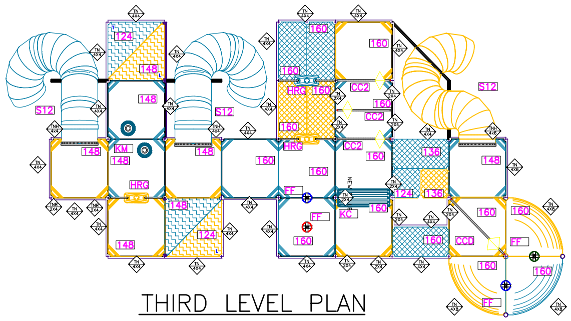
Playground Footprint
36’-0” (10.97m)
22’-3” (6.09m)

Play Equipment Height
17’ 3 1/2” (5.27m)

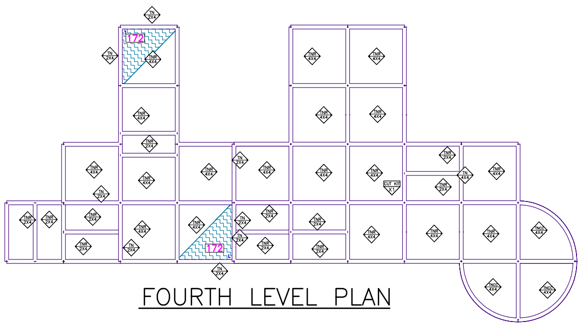
Recommended Surfacing
386 SQ FT.
36 SQ M.



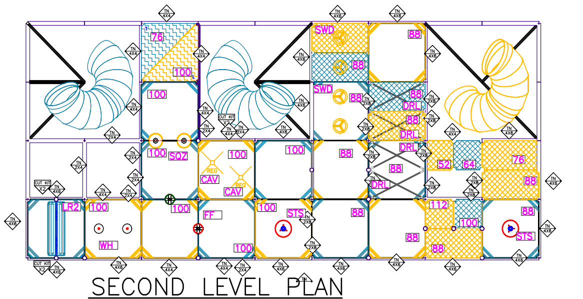
CONFIDENTIAL. SOFT PLAY, LLC. NOT FOR DISTRIBUTION.



THIRD LEVEL PLAN



FOURTH LEVEL PLAN



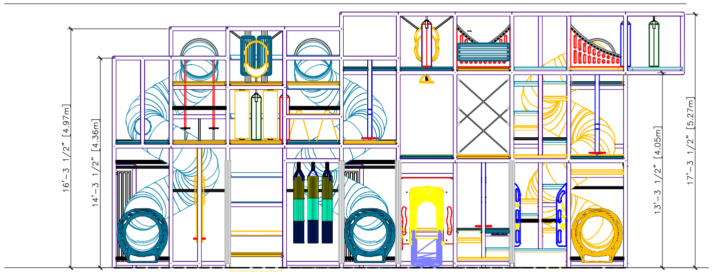
SECOND LEVEL PLAN

FEATURE COMPONENTS

CAV	CAVE CRAWL
CC2	CRISS CROSS 2
CCD	DIAGONAL CRISS CROSS
DRL	DRAGON LAIR
FF	FUN FOREST
G8	GATE
HDL	ADA HANDLE
HRG	HOVER RING
KC	KID CONVEYOR
KM	KLEEN MACHINE
LR2	LOG ROLL
MBP	MATH BEAD PANEL
PNL	PIANO MUSIC PANEL
S12	SLIDE, 12 FEET
SIS	SIT-N-SPIN
STS	STAND-N-SPIN
SQZ	THE SQUEEZE
TDC	TODDLER CLIMBER
SWD	SKY-WHEEL DOUBLE
WH	WOBBLE HOPPER

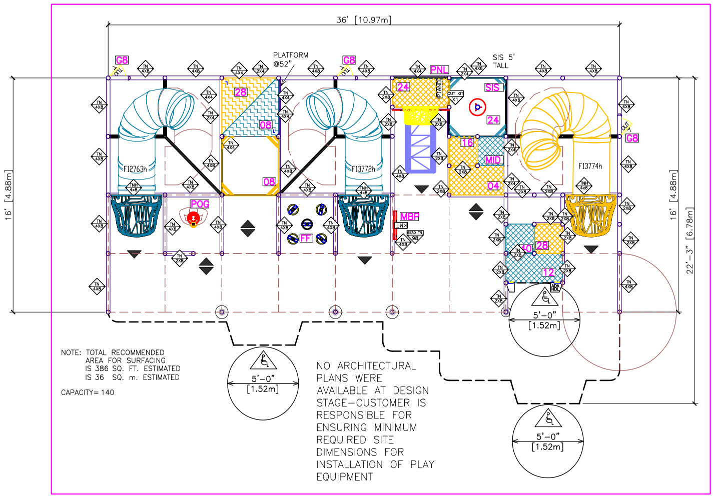
VERIFY SPRINKLER & OR HVAC DUCT WORK
IN UNIT AREA BEFORE INSTALLATION.

MINIMUM CEILING HEIGHT NEEDED IS 18'-0" [5.49m]



FRONT ELEVATION

NOTE: FIELD VERIFY ALL SITE DIMENSIONS

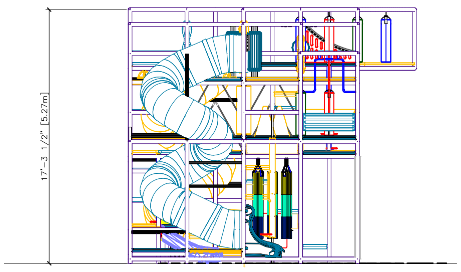


NOTE: TOTAL RECOMMENDED
AREA FOR SURFACING
IS 386 SQ. FT. ESTIMATED
IS 36 SQ. m. ESTIMATED

CAPACITY= 140

NO ARCHITECTURAL PLANS WERE AVAILABLE AT DESIGN STAGE-CUSTOMER IS RESPONSIBLE FOR ENSURING MINIMUM REQUIRED SITE DIMENSIONS FOR INSTALLATION OF PLAY EQUIPMENT

FIRST LEVEL PLAN



SIDE ELEVATION

SOFT PLAY
SIGNAGE STD. ENGLISH

PLAYGROUND RULES	RULES
! WARNING	NO CLIMBING
! WARNING	ACCESS GATE

NOT FOR CONSTRUCTION

PRELIMINARY DESIGN

DRAWING FOR APPROVAL OF LAYOUT ONLY. DESIGN IS SUBJECT TO CHANGE BASED ON ENGINEERING AND ACTUAL SITE CONDITIONS.

OWNER TO VERIFY ALL EXISTING AND PROPOSED SITE CONDITIONS BEFORE INSTALLATION OF ANY SOFT PLAY, LLC. PLAY EQUIPMENT CAN BEGIN.

4 0 4 8

PANEL DESIGNATIONS

GENERAL + TUFF NET
VANDAL RESISTANT
MATERIAL
SIZE
MXB
4X4
DESCRIPTION
SIZE
COLOR
COLOR (if variable)

ABBREVIATIONS

LC	CLEAR LEXAN
M	MESH
MB	MOLDED BARRIER PANEL (4X8)
MR	MIRROR
X72K	PLATFORM STEP FILLER, KICKPL.
X70	PLATFORM STEP FILLER, NET
8	KICK PLATE 8"x20"
12	KICK PLATE 12"x20"
12+	KICK PLATE 12"x44"
TN	TuffNet™
TNR	TuffNet™ ROOF PANEL
TNH	TuffNet™ with HOLE
TNC	TuffNet above rounded decks
TN64.5	TuffNet™ DIAGONAL
XL	TuffNet™ EDGE ATTACHMENT
X68	TuffNet™ PLATFORM ATT. w/Edge
X634	TuffNet™ PLATFORM ATT. w/out
TSB	TRIPLE SLIDE TuffNet™ PANEL
XX77	EXTRUDED PAD ASSEMBLY 360°
X00	EXTRUDED PAD ASSEMBLY 180°
X1	CUT KIT 1x1
X2	CUT KIT 2x1

LEGEND

REQUIRED MINIMUM use zone for approved impact attenuating surfacing includes area from perimeter of SOFT PLAY unit to dashed line. — — —

Sneaker Keeper. Final location as indicated by design.

Locked cleaning entry with zipper (size).

Entry/Exit Point. ◀▶

ADA Wheelchair turning area. Domestic.

5'-0" OR

Wheelchair parking area. U.S.A.

Indicates existing component to be reused in Replay units.

Interior netting barriers ▬

SOFT PLAY CONSTRUCTION

- Intent of drawings is to show location of equipment to be provided by SOFT PLAY, LLC. All site dimensions and minimum safety clearances pertaining to the SOFT PLAY equipment MUST BE VERIFIED before installation
- Concrete Slab to be a minimum of 4" thick. Tree Supported systems or other that may require greater depth will be noted on the site plan.
- Unit to be anchored per Soft Play engineering standard #0143 unless otherwise noted by engineer on record.
- Slope of concrete slab supporting unit shall not exceed 1/4" per foot.
- Verify size, location and clearances of all equipment other than that provided by SOFT PLAY, LLC.

INDOOR INSTALLATIONS

- Indoor sites must have a minimum opening of **48" x 72".**
- Units with a TALL ROCKET CONE must have a minimum opening of **79" x 79".**

Units with a PLAYBAY must have a minimum opening of **90" x 90".**

DISCLAIMER OF LIABILITY

SOFT PLAY, L.L.C. CONFIRMS THAT THE PLACEMENT AND CONFIGURATION OF SOFT PLAY EQUIPMENT ONLY, AS DEPICTED ON THIS DRAWING, COMPLIES WITH THE USE ZONE REQUIREMENTS OF ASTM F 1918 AND OTHER APPLICABLE GUIDELINES. SOFT PLAY IS UNABLE TO VERIFY THE COMPLIANCE OF ANY ON-SITE CONFIGURATION AND/OR PLACEMENT OF NON-SOFT PLAY PRODUCTS, AND THEREFORE, SPECIFICALLY DISCLAIMS, REJECTS, AND DENIES RESPONSIBILITY AND/OR LIABILITY FOR ANY SUCH ON-SITE PLACEMENT OR CONFIGURATION OF NON-SOFT PLAY PRODUCTS. IT SHALL BE THE RESPONSIBILITY OF THE NON-SOFT PLAY PRODUCT VENDOR AND/OR THE OWNER/OPERATOR TO ENSURE COMPLIANCE WITH THE USE ZONE REQUIREMENTS OF ASTM F 1918 AND OTHER GUIDELINES AS TO ALL NON-SOFT PLAY PRODUCTS

SITE VERIFICATION

UNIT TYPE: CUSTOM

PLEASE SIGN, COPY AND FAX THIS PORTION TO INDICATE THAT ALL MEASUREMENTS, DISTANCES AND CLEARANCES ARE CORRECT AS SHOWN ON THIS DRAWING. ANY OBSTRUCTIONS NOT SHOWN MUST BE IDENTIFIED FROM ACTUAL SITE. CORRECTIONS MUST BE MADE ON THIS COPY AND RETURNED TO THE OFFICE OF SOFTPLAY L.L.C. FOR APPROVAL PRIOR TO MANUFACTURING OF THE UNIT.

REGION MANAGER: ______________
DATE:________
OWNER/OPERATER: ______________
DATE:________

SOFT PLAY, LLC
11515 VANSTORY DRIVE.
----SUITE 100----
HUNTERSVILLE, NC 28078
704-875-6550
FAX 875-6561
CA-LIC#793099

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF SOFT PLAY L. L. C. AND WERE CREATED,EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGN ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF SOFT PLAY INCORPORATED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWING BEFORE A PROPOSAL CAN BECOME A JOB.

REVISIONS

LETTER	DATE	NAME

PROJECT: CITY OF GRAND ISLAND FIELDHOUSE
CLIENT:
ADDRESS: 525 E. FONNER PARK RD.
CITY, STATE: GRAND ISLAND NE 68801

DATE 09/30/2021
SCALE NTS
DRAWN BE
CHECKED
UNIT TYPE CUSTOM
PROPOSAL PRPSL6903
JOB
SHEET 1 OF 2 SHEETS

CONFIDENTIAL. SOFT PLAY, LLC. NOT FOR DISTRIBUTION.

FEATURED PLAY

Soft Play systems are designed to promote active, inclusive, age-appropriate play that challenges physical, social, cognitive and decision-making skills in children of all ages and abilities.

Look for these symbols to see how each of our play experiences helps move bodies, minds and imaginations:

IMAGINATION	**ACTIVE**	**EXCLUSIVE**	**SENSORY**	**SOCIAL**	**INCLUSIVE**
stimulates creativity to keep the mind as active as the body	gets arms, legs, hearts and lungs working	play events that are exclusive to Soft Play	involves sights, sounds and touch as you play	encourages kids to play cooperatively	enables kids of all abilities to play

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2X2 PLATFORM CLIMB

These 2′ x 2′ platforms make it easy for kids to take the fun all the way to the top.

♥

DRAGON LAIR

Kids will have a blast running this gauntlet of crisscrossing ropes again and again.

♥

HOVER RING

This uniquely shaped, suspended ring is fun for kids to crawl through and hang out.

👁 ♥ ★ 👥

SPIRAL SLIDE

Kids will love spiraling out of control on these smooth, fast and fun slides.

👁

SKYWHEEL

Kids will love taking a spin on this challenging hand-over-hand course with a twist.

♥

KID CONVEYOR

Fun is on a roll as kids use hand strength to pull themselves over rolling logs.

👁 ♥

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WOBBLE HOPPER

Kids will love shaking their way to better core balance and hand-eye-foot coordination.

♥ 💬

THE SQUEEZE

Kids can squeeze through these foam and vinyl rollers anywhere on the playground.

👁 ♥

STAND-N-SPIN

This grown-up version of the classic toy lets kids spin like a champion ice skater.

♥

LOG ROLL

Kids can work out like a lumberjack while also learning core-body balance awareness.

♥

FUN FOREST

Kids will love finding their way through this maze's forest of hanging, foam-filled bags.

♥ 💡 💬

CAVE CRAWL

Soft foam and vinyl stalagmites and stalactites make this cave adventure safe and fun.

♥ 💡 💬

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CRISS-CROSS

This high-step staggered obstacle is a hurdle kids will love getting over.

♥

TODDLER SLIDE

Toddlers will be thrilled by this safe, age-appropriate slide made just for them.

👁

MATH BEADS PANEL

This panel helps kids locate several items to reinforce counting and sequencing skills.

👁 👥

POGO POWER

Kids can bounce up and down, high and fast as they like, on this stationary pogo.

♥ ★

ELECTRONIC PIANO PLAY PANEL

Kids can play highly realistic music featuring 8 piano notes and 8 percussion tones.

👁 💡 💬 👥

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WHY
SOFT PLAY?

MANUFACTURING FACILITY

IN MONETT, MISSOURI

33+ years of service

25,000+ INSTALLS

Soft Play is a proven global leader in the contained play industry. We bring more than 30 years of experience and industry knowledge that is unmatched. Through unique play designs, a passion for quality and safety, and the uncompromising commitment to our clients' success, we build play spaces that attract and engage families day after day.

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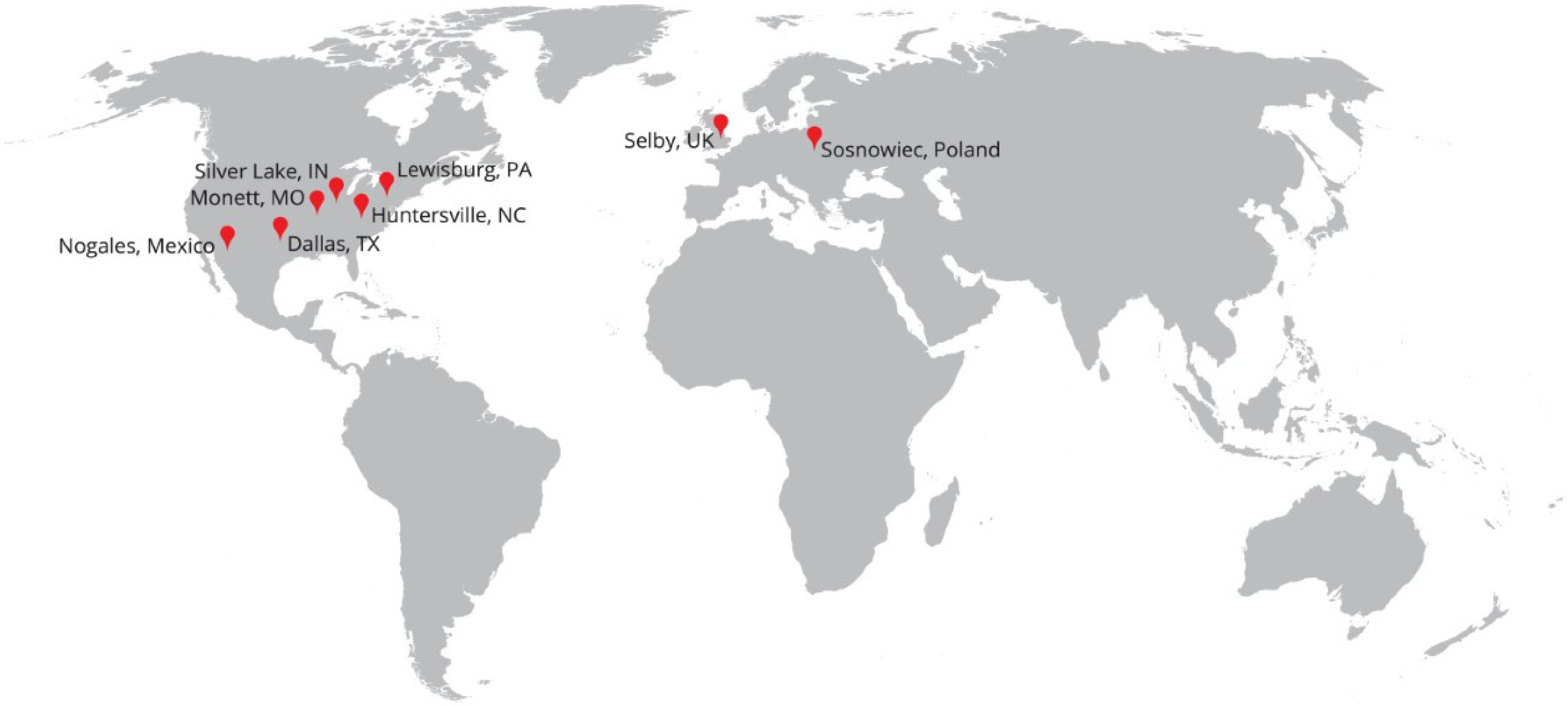
OUR GLOBAL
MANUFACTURING FOOTPRINT

Soft Play is a division of PlayPower, Inc., one of the largest playground and recreation companies in the world. The PlayPower family of brands has hundreds of years of combined experience bringing play and recreation to life.


Selby, UK
Sosnowiec, Poland
Silver Lake, IN
Lewisburg, PA
Monett, MO
Huntersville, NC
Nogales, Mexico
Dallas, TX

EZ Dock · HAGS · Little Tikes Commercial Play Structures · PLAYWORLD · Miracle · soft play · USA SHADE & Fabric Structures · WABASH VALLEY

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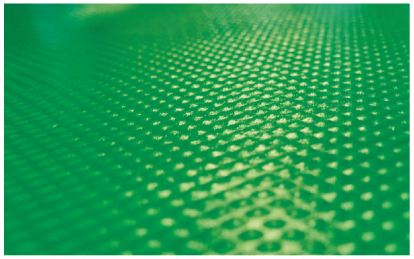
OUR DIFFERENCE IS YOUR ADVANTAGE

As a global leader in the play industry for more than 33 years, Soft Play combines innovation with performance, delivers superior quality and safety, represents a lasting value and has little impact on the environment. Our products are made to meet or exceed industry quality, safety and environmental standards, including::

- ISO 9001-2000
- ISO 14001
- OHSAS 18001
- ASTM 1918
- Consumer Product Safety Improvement Act

HIGH QUALITY MATERIALS

Designed for durability, cleanability and visibility

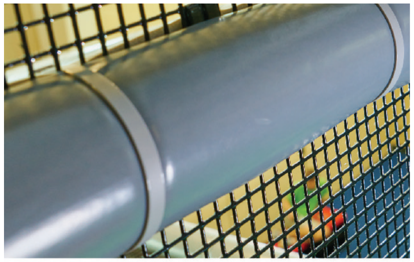


Rotational Molded Deck Systems

Provide greater durability and longer life

Modernize the structure's appearance

Add the sensory benefit of textured surfaces



TuffSkin Post Pad

Durable, lightweight, affordable polyethylene padding

Increases resistance to the elements

Provides safer play for kids

TuffNet™

Improves visibility and the structure's appearance

Durable and maintenance free

Resistant to vandalism and tearing

Talk to a Soft Play sales representative for more detailed information about our materials.

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THANK YOU!

softplay.com

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RESOLUTION 2021-313

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a New Indoor Playground at the Community Fieldhouse; and

WHEREAS, two (2) request for proposals were received; and

WHEREAS, Crouch Recreation from Omaha, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of $211,504.00 has been negotiated; and

WHEREAS, such project will be funded through the Food and Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Crouch Recreation from Omaha, Nebraska for a New Indoor Playground at the Community Fieldhouse is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-16

#2021-314 - Approving State Bid Award for One (1) 2022 Ford F250 2WD and One (1) 2022 Ford F250 4WD Pickups for the Parks Division of the Parks & Recreation Department

Staff Contact: **Todd McCoy, Parks & Recreation Director**

Council Agenda Memo

From:	Todd McCoy, Parks and Recreation Director
Meeting:	November 9, 2021
Subject:	Purchase of Two (2) Parks Division Pickups
Presenter(s):	Todd McCoy, Parks and Recreation Director

Background

The Parks Division budgeted this year to replace a 2003 and 2006 ½ ton pickups with two (2) new ¾ ton trucks. The replacement pickups are necessary as the current units are becoming less dependable. The new pickups will provide additional years of service to the Parks Division operation and provide additional hauling capacity.

Discussion

The specifications for pickups under State of Nebraska contract meet the requirements for the Parks Division. Anderson Ford of Grand Island, Nebraska submitted a bid with no exceptions in the amount of $80,095.00 for one (1) new 2022 Ford F250 2 WD Regular Cab and one (1) new 2022 Ford F250 4WD Crew Cab pickups. The purchase will be funded from capital account 41044401-85625.

State of NE Contract No. 15520:	
2022 Ford F250 2WD, Reg Cab, Dakota Service Body	$35,962.67
State of NE Contract No. 15524:	
2022 Ford F250 4WD, Crew Cab, Belser Tool Boxes	$44,132.33

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of one (1) new 2022 Ford F250 2 WD Regular Cab and one (1) new 2022 Ford F250 4WD Crew Cab pickups from Anderson Ford of Grand Island, Nebraska. The total purchase price is $80,095.00.

Sample Motion

Move to approve the purchase of two (2) new 2022 Ford F250 Pickups for the Parks Division in the amount of $80,095.00.

RESOLUTION 2021-314

WHEREAS, the Parks Division of the Parks & Recreation Department for the City of Grand Island, budgeted for two (2) new Pickup Trucks in the 2021/2022 fiscal year; and

WHEREAS, said Pickup Trucks, one (1) new 2022 Ford F250 2WD Regular Cab and one (1) new 2022 Ford F250 4WD Crew Cab pickups can be obtained through the State of Nebraska Contract holder Anderson Ford of Grand Island, Nebraska; and

WHEREAS, purchasing the pickup trucks through the State of Nebraska Contract No. 15520 and Contract No. 15524 meets all statutory bidding requirements; and

WHEREAS, the funding for such pickup trucks is provided in the 2021-2022 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new 2022 Ford F250 2WD Regular Cab and one (1) new 2022 Ford F250 4WD Crew Cab pickups in the total amount of $80,095.00 through the State of Nebraska Contract holder Anderson Ford of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-17

#2021-315 - Approving Amendment to 2019 CDBG-6-CV Subrecipient Agreement with Heartland United Way

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 9, 2021

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

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

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

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

Discussion

The Community Development Division recommends a six month extension to Heartland United Way's Protect GI program which received funding from the CDBG-CV allocation. Heartland United way was awarded $44,459 to aid in providing, local non-profits, schools churches and other organizations with sanitizing supplies, personal Protective equipment and other items such as aid in purchasing station hand sanitizers etc. this program also use funding to provide COVID-19 safety information in several different languages. At this time the Heartland United Way has approximately $27,000 left from the CDBG CV sub-recipient award and is willing to continue providing necessary aid to other organizations. This extension would allow the agency to continue using funds until May 10, 2022.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-6-CV with Heartland United Way and authorizes Mayor to sign all related documents.

Sample Motion

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

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

SECTION I.

RECITALS
THIS AGREEMENT, made and entered into this 10th day of November, 2020 by and between the City of Grand Island ("City/Grantee,") and The Heartland United Way ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

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

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

a. create Protect G.I. program
b. Provide services to households, school or non-profits within Grand Island who are in need of personal protective equipment and sanitation supplies.
c. Purchase any materials needed to implement the Protect G. I. program.

C. National Objective Compliance

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

Meet and Urgent Need

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

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

a. The Sub-recipient's goal is to create the Protect G. I. program that will continue for a minimum of 1 year. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
    a. Number of persons served
    b. A summary of project progress

Units of Service include:
The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 2,000 people.

E. Project Description

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

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between November 10, 2020 and November 10, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG-CV funds or other CDBG or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use Forty Four Thousand, Four hundred and Fifty Nine Dollars and 00/100 ($44,459.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with the Protect G.I. Program.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Forty Four Thousand, Four hundred and Fifty Nine Dollars and 00/100 ($44,459.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

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

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

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

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

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

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

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

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

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

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

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

SECTION IX.

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

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

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

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date December 8, 2020 By Roger G. Steele
Roger G. Steele,
Mayor, City of Grand Island

Attest:
RaNae 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 11/10/2020 By Karen Rathke
Karen Rathke, President and CPO

Date 11/10/2020 By
Board President

RESOLUTION 2020-286

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

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

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

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

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

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

- - -

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

Roger G. Steele

Roger G. Steele, Mayor

Attest:

RaNae Edwards

RaNae Edwards, City Clerk

Approved as to Form ¤ SRN
November 9, 2020 ¤ City Attorney

CITY OF GRAND ISLAND

Amendment #1

PROJECT: CDBG-CV Funding 2019-6-CV Protect GI

CONTRACTOR: Heartland United Way

AMOUNT OF ORIGINAL CONTRACT: $44,459

CONTRACT START DATE: November 10, 2020

Revision #1 – Contract Extension date

Original Completion Date ---	November 10, 2021
Revised Completion Date ---	May 10, 2022

Contractor Heartland United Way

By______________________________________ **Date**________________________

Title: Karen Rathke, President and CPO

CITY OF GRAND ISLAND, NEBRASKA

By____**Date**_________________________
Mayor

Attest___________________________________
City Clerk

R E S O L U T I O N 2021-315

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, which requires an amendment to those agreements in order to continue using the allocated CDBG-CV funds.

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 sub-recipient agreement between the City of Grand Island and Heartland United Way to continue implementing the Protect GI program with the use of CDBG-CV funds; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-18

#2021-316 - Approving Amendment to 2019 CDBG-5-CV Subrecipient Agreement with YWCA

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 9, 2021

Subject: Approving amendment to CDBG #2019-5-CV with Young Women's Christian Association of Grand Island

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

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

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

Discussion

The Community Development Division recommends a 3 month extension to the YWCA of Grand Island sub-recipient agreement for the Women's Empowerment Center program which received funding from the CDBG-CV allocation. The YWCA was awarded $30,000 to aid Women in finding employment and social services through the pandemic. YWCA used funds to staff the women's empowerment center, staff members worked as coaches and teachers to aid in budgeting skills, interview skills, resume writing and teaching digital skill classes for adults, while providing a space for zoom interviews if needed. At this time the YWCA has served has 68 persons and has approximately $10,000 left from the CDBG CV the original sub-recipient award and is willing to continue providing necessary aid to job seekers in our community This extension would allow the agency to continue using funds until January 27, 2022.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-5-CV with The Young Women's Christian Association and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2019-5-CV with the Young Women's Christian Association of Grand Island.

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

SECTION I.

RECITALS
THIS AGREEMENT, made and entered into this 27th day of October, 2020 by and between the City of Grand Island ("City/Grantee,") and The YWCA. ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

The YWCA shall use Thirty thousand dollars and 00/100($30,000.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for cost associated with implementing a the new program known as Women's EmpoWerment Center as submitted in the application for Community Development Block Grant Coronavirus (CDBG) funds dated (October 27, 2020) toward the goal of benefiting Low to moderate income persons within Grand Island. The Sub-recipient's program will provide services to a minimum of 100 persons. Fifty-one percent (51%) of these services will be provided to persons of low income (below 80% of average medium income). The Women's Empowerment Center will provide women an opportunity to learn necessary skills to promote self- sufficiently through employment, educational attainment, and financial literacy.

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

a. create Women's EmpoWerment Center program

b. Provide programming to women who have lost employment and job opportunities due to the Cornonavirus pandemic, services will be provided to low to moderate income persons within the City of Grand Island.

c. Puchase any materials needed to implement the Women's EmpoWerment Center.

d. Complete an income survey for all persons who receive services.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

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

Units of Service include:
The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 100 persons. 51 persons served must be low to moderate income (80 % AMI) and 49 persons may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2019-5-CV

Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $30,000.00

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipeint shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between October 27, 2020 and October 27, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG-CV funds or other CDBG or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use Thirty Thousand dollars &00/100 ($30,000.00) of Community Development Block Grant funds provided for the materials and space needed to complete a Women's EmpoWerment Center.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Thirty Thousand 00/100 Dollars ($30,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

City/Grantee		Sub-recipient:	
City of Grand Island		The YWCA	
ATTN: Community Development Division		Amy Bennett	
100 East First Street		211 E Fonner	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	(308)384-9922
Fax:	(308) 385-5488	Fax:	308-675-1237

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

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

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

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

The use of program income by the Sub recipient must be approved by the City/Grantee prior to such use and must comply with the requirements set forth at 24 CFR 570.504. The Sub recipient may retain and use program income funds only for the activity (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 November 23, 2020 By Roger G. Steele
Roger G. Steele,
Mayor, City of Grand Island

Attest:
RaNae Edwards
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R Nonhof
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: The YWCA

Date 10-26-20 By Amy C Bennett
Amy Bennett, Executive Director

Date 10-26-20 By
Board President

CITY OF GRAND ISLAND

Amendment #1

PROJECT: CDBG-CV Funding 2019-5-CV Women's Empowerment Center

CONTRACTOR: Young Women's Christian Association of Grand Island

AMOUNT OF ORIGINAL CONTRACT: $30,000

CONTRACT START DATE: October 27, 2020

Revision #1 – Contract Extension date

Original Completion Date --- October 27, 2021

Revised Completion Date --- January 27, 2022

Contractor Young Women's Christian Association of Grand Island

By_____________________________________ **Date**________________________

Title: Amy Bennett, Executive Director

CITY OF GRAND ISLAND, NEBRASKA

By____**Date**_________________________
Mayor

Attest__________________________________
City Clerk

RESOLUTION 2021-316

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, which requires an amendment to those agreements in order to continue using the allocated CDBG-CV funds.

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 sub-recipient agreement between the City of Grand Island and Young Women's Christian Association of Grand Island to continue implementing the Women's Empowerment Center program with the use of CDBG-CV funds; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-19

#2021-317 - Approving CDBG 2020-3 Subrecipient Agreement with Railside Downtown Business Improvement District- Sidewalk Repair Program

Staff Contact: **Amber Alvidrez**

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 9, 2021

Subject: Approving CDBG Contract #2020-2 with the Downtown Business Improvement District

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In May of 2021, the City of Grand Island was awarded an annual allocation of $427,392 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In March of 2021, City Council approved the 2020-2021 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

The Downtown Business Improvement District was included in the 2020-2021 Annual Action Plan to use $100,000 of Community Development Block Grant funds for sidewalk improvements to address sidewalk issues that have been caused by tree roots in the downtown area. The primary goals of the project will be repairing broken sidewalks and other barriers caused by tree roots in the public right away in the LMI census tract 10 and block group 1 & 2. These repairs will aid in creating an enticing walking environment for individuals with mobility disabilities by making the sidewalks comply with the American's with Disabilities Act (ADA).

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 #2020-3 with the Downtown Business Improvement District and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2020-3 with The Downtown Business Improvement District.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 9th day of November, 2021 by and between the City of Grand Island ("City/Grantee,") and Railside Downtown Business Improvement District ("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 CDBG Fiscal Year 2020 Entitlement Community Development Block Grant program funds in a manner satisfactory to the City/Grantee and consistent with any standards required by the United States Department of Housing and Urban Development, 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

Sub recipient shall use One Hundred thousand dollars and 00/100($100,000.00) of Community Development Block Grant funds to Repair and make necessary improvements to the Sub recipient’s parking lot and sidewalk located at 221 E. South Front Street, Grand Island Nebraska, as submitted in the application for Community Development Block Grant (CDBG) funds dated (March 30, 2021) toward the goal of benefiting Low to moderate income person within Grand Island.

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

1) a. Repairing broken sidewalks and other barriers caused by tree roots in the public right of way in the LMI census tract 10 Block Group 1 and 2.

b. Replace and/or designated areas in sidewalks to comply with American's with Disabilities Act (ADA) in the LMI Census Tract 10 Block group 1 and 2.
c. Sub recipient shall follow the City of Grand Island's procurement regulations for any work necessary in order to complete program.
d. Sub-recipient is to ensure that all hired contractors meet the requirements set forth by the Davis Bacon, and registered on SAM.gov.

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:

Low to Moderate Income Area Benefit

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

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

a. Sub recipient shall complete repairs to broken sidewalks and other barriers caused by tree roots.
b. The Sub recipient and sub-contractors are to follow all Davis Bacon requirements while completing project.
c. Sub recipient is to provide weekly reports on Project progress to include
    a. A Summary of Project progress
    b. Weekly Davis Bacon Requirements

Units of Service include:
The Sub-recipient's progress will be monitored by the completion of the sidewalk improvements

E. Project Description

Type of Project: benefit low to moderate income area
Project Location: City of Grand Island
Service Area: Census Tract 10 Block 1 and 2.
Project: 2020-2
Basic Eligibility Citation: 24 CFR 570.208(b)(1)
Amount Funded: $100,000

F. Performance Monitoring

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

G. Time of Performance

Sub Recipient shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between November 9, 2021 and November 9, 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 funds or other CDBG assets, including program income.

H. Budget

Sub recipient shall use One Hundred Thousand Dollars &00/100 ($100,000.00) of Community Development Block Grant funds provided for Parking lot and sidewalk improvements.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00). 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, and Drawdown Reimbursement Request will only be processed once a month.

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient committing or expending any Community Development Block Grant funds. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

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. Sub recipient shall follow the City of Grand Island's Procurement processes to ensure compliance with 2 CFR 200.

K. 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)

L. Implementation Schedule

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

L. Sources and Uses of Funds (if applicable)

not applicable

M. Other Special Conditions

Sub- recipient shall be in active registration on the System for Award Management (SAM.gov) as well as all sub-contractors for the duration of the agreement. Sub recipient and sub recipient's sub-contractor will follow all Davis-Bacon Regulations. Sub recipient shall meet all requirements set forth by Section 3.

N. 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		Downtown Business Improvement District	
ATTN: Community Development Division		Sherry Swinski	
100 East First Street		211 E. South Front Street	
Grand Island NE, 68801-1968		Grand Island Nebraska, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-395-9622
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

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

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

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

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

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement (“Indenture”) with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

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

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:
A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and

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

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. “Section 3” Clause

a. Compliance

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

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

Date _________________________ By_______________________________

Sherry Swinski, Executive Director

RESOLUTION 2021-317

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 City of Grand Island completed a 2019-2023 Consolidated Plan and 2020 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 2021 Annual Action Plan; and

WHEREAS, Downtown Business Improvement District was allocated $100,000 of CDBG funds from 2021 Annual Action Plan to complete sidewalk repairs within Census tract 10 Block groups 1&2.

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 sub-recipient agreement 2020 CDBG-3 between the City of Grand Island and Downtown Business Improvement District; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021
Council Session

Item G-20

#2021-318 - Approving Amendment to 2020 CDBG-4 Subrecipient Agreement with Railside Downtown Business Improvement District

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 9, 2021

Subject: Approving amendment to CDBG Contract #2020-4 with Downtown Business Improvement District.

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In May of 2021, the City of Grand Island was awarded an annual allocation of $404,226 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August of 2021, City Council approved the 2020-2021 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas or prevent slum and blight. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

Railside was previously awarded $35,000 of CDBG funds from the City's 2020 allocation to implement a Small Business Rental Assistance Program. The rental assistance Program will be made available to qualifying businesses in Blight and Substandard Area #1, which includes the Downtown Business Improvement District, along with other adjacent business areas.

The Downtown BID has developed a set of policies and procedures, an application, review/approve applicants, and disperse funds, all under the monitoring requirements of the Community Development Division.

The Downtown BID was originally allotted twelve months to disperse the CDBG funds of thirty-five thousand dollars ($35,000.) Additional funding will be allocated from the 2021 Annual Award has been allocated in the amount of $100,000 giving the program a total amount of funding of $135,000. The proposed Amendment adds the 2021 funds and extends the program by 24 months to allow a three year program period.

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 to CDBG Contract #2020-4 with the Downtown Business Improvement District and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve amendment to CDBG Contract #2020-4 with The Downtown Business Improvement District.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 13th day of July, 2021 by and between the City of Grand Island ("City/Grantee,") and Downtown Business Improvement District ("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 CDBG Fiscal Year 2020 Entitlement Community Development Block Grant program funds in a manner satisfactory to the City/Grantee and consistent with any standards required by the United States Department of Housing and Urban Development, 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

Downtown Business Improvement District shall use Thirty-Five thousand dollars and 00/100($35,000.00) of Community Development Block Grant funds to foster growth in downtown Grand Island by implementing a Small Business Rental Assistance Program that will recruit and support new and expanded businesses to the blight and substandard area #1 within Grand Island as submitted in the application for Community Development Block Grant (CDBG) funds dated (March 30, 2021) toward the goal of eliminating slum and blight areas within Grand Island.

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

a. financial aid in the form of rental assistance to new or expanded businesses in the Slum and Blight area #1 of Grand Island.

b. utilizing CDBG funds allocated to filling downtown properties that are currently vacant or underutilized by recruiting new businesses.

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:

Eliminating Slum and Blight

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. Downtown Business Improvement District's goal is to implement a Small Business Rental Assistance program. The Downtown Business Improvement District is responsible to perform all administrative services necessary to administer the above mentioned program.
b. The Downtown Business Improvement District is to provide quarterly reports on achievements and program impact to include
    a. Number of households 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 units served, each unit being one business that receives rental assistance services. The Sub-recipient will benefit a minimum of 2 units located in the Slum and Blighted area #1 within the City of Grand Island.

E. Project Description

Type of Project: Eliminating Slum and Blight
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2020-4
Basic Eligibility Citation: 24 CFR 570.208(b)(1)
Amount Funded: $35,000

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

Downtown Business Improvement District shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between July 13, 2021 and July 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 funds or other CDBG assets, including program income.

H. Budget

Downtown Business Improvement District shall use Thirty Five Thousand Dollars &00/100 ($35,000.00) of Community Development Block Grant funds provided for the Rental assistance as part of the Small Business Rental 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 Thirty Five Thousand Dollars and Zero Cents ($35,000.00). 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, and will only be processed once a month.

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient committing or expending any Community Development Block Grant funds. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

Housing projects will require environmental reviews to be conducted on each property as it is identified. 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.

K. 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)

L. Implementation Schedule

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

L. Sources and Uses of Funds (if applicable)

not applicable

M. Other Special Conditions

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

N. 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		Downtown Business Improvement District	
ATTN: Community Development Division		Shelly Siwinski	
100 East First Street		201 W. Third Street	
Grand Island NE, 68801-1968		Grand Island Nebraska, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-398-7022
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

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

g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and

h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

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

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

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

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

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

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

SECTION IX.

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

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

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

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

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. “Section 3” Clause

a. Compliance

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date August 4 2021 By Roger G. Steele
Roger G. Steele,
Mayor, City of Grand Island

Attest:
RaNae Edwards
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Stacy R Nonhof
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Downtown Business Improvement District

Date 7/27/21 By Sherry Siwinski
Sherry Siwinski, Executive Director

Date 7/27/21 By
Board President

RESOLUTION 2021-166

WHEREAS, the City of Grand Island, Nebraska was awarded a $427,392 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2020-2021 Annual Action Plan which identified The Downtown Business Improvement District as an approved program to utilize CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization identified in the 2020-2021 Annual Action Plan; and

WHEREAS, the Downtown Business Improvement District was awarded $35,000 to implement the Small Business Rental Assistance Program to aid businesses in the Slum and Blight Area #1 of Grand Island.

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

- - -

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

Roger G. Steele
Roger G. Steele, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk

Approved as to Form ¤
July 12, 2021 ¤ City Attorney

CITY OF
GRAND ISLAND

Amendment #1

PROJECT: CDBG 2020-4 Small Business Rental Assistance

CONTRACTOR: Railside Downtown Business Improvement District

AMOUNT OF ORIGINAL CONTRACT: $35,000

CONTRACT START DATE: July 13, 2021

Revision #1 – Contract Extension date

Original Completion Date -- July 13, 2022

Revised Completion Date -- July 13, 2024

Revision #2- Awarded Amount

CDBG 2020 Allocation Award Amount --- $35,000

CBDG 2021 Allocation Award Amount -- $100,000.00

Revised Total CDBG-CV funding Amount ----------------------------------- $135,000.00

Contractor Railside Downtown Business Improvement District

By_______________________________________ **Date**________________________

Title: Sherry Swiniski, Executive Director

CITY OF GRAND ISLAND, NEBRASKA

By____**Date**_________________________
Mayor

Attest__________________________________
City Clerk

RESOLUTION 2021-318

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 City of Grand Island completed a 2019-2023 Consolidated Plan and 2020 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 2021 Annual Action Plan; and

WHEREAS, Downtown Business Improvement District was allocated funds from multiple Annual Action Plans which requires an amendment to those agreements in order to continue using the allocated CDBG funds.

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 sub-recipient agreement 2020 CDBG-4 between the City of Grand Island and Downtown Business Improvement District to continue implementing the Small Business Rental Assistance program with the use of CDBG funds; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021
Council Session

Item G-21

#2021-319 - Approving Amendment to 2019 CDBG-8-CV with Central Nebraska Community Action Partnership

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 9, 2021

Subject: Approving Amendment to CDBG #2019-8-CV with Central Nebraska Community Action Partnership

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

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

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

Discussion

The Community Development Division recommends a 3 month extension to the CNCAP sub-recipient agreement for the GI CARES program which received funding from the CDBG-CV allocation. CNCAP was awarded $90,000 to aid in emergency subsistence payments related to housing. CNCAP was able to help residents of Grand Island avoid homelessness and stay in safe housing situations by providing aid for utilities, rent and mortgage. At this time CNCAP has served has 38 households and has approximately $45,000 left from the CDBG CV sub-recipient award and is willing to continue providing necessary aid to those households in need within our community This extension would allow the agency to continue using funds until February 10, 2022.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-8-CV with Central Nebraska Community Action Partnership and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract Amendment to #2019-8-CV sub recipient agreement with Central Nebraska Community Action Partnership.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10th day of November, 2020 by and between the City of Grand Island ("City/Grantee,") and The Central Nebraska Community Action Partnership ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

Central Nebraska Community Action Partnership shall use Ninety Thousand Dollars and 00/100 ($90,000.00) of Community Development Block Grant Coronavirus response (CBDG-CV) funds for cost associated with implementing an emergency housing and utility payment program as submitted in the application for Community Development Block Grant Coronavirus (CDBG) funds dated (November 10, 2020) toward the goal of benefiting Low to moderate income persons within Grand Island. The Sub-recipient's program will provide services to a minimum of 30 households. Fifty-one percent (51%) of these services will be provided to persons of low income (below 80% of average medium income). This program will provide aid to persons who are in need of rental, mortgage or utility payment assistance to avoid eviction, foreclosure or shut off of necessary utilities.

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

a. create Emergency Rent/mortgage and utility Assistance program

b. Provide services to households who have lost employment, job opportunities or income due to the Coronavirus pandemic, services will be provided to low to moderate income persons within the City of Grand Island.

c. Purchase any materials needed to implement the Emergency Rent/Mortgage and Utility Payment program.

d. Complete an income survey for all persons who receive services.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

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

Units of Service include:
The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 30 households. 16 households served must be low to moderate income (80 % AMI) and 14 households may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2019-7-CV

Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $90,000.00

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between November 10, 2020 and November 10, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG-CV funds or other CDBG or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use Ninety Thousand dollars &00/100 ($90,000.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with the Emergency Rent/Mortgage and Utility Payment Assistance Program.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Ninety Thousand 00/100 Dollars ($90,000.00). Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

City/Grantee		Sub-recipient:	
City of Grand Island		Central Nebraska Community Action Partnership	
ATTN: Community Development Division		Keli Forney	
100 East First Street		2525 W. Old Lincoln Hwy	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-5500
Fax:	(308) 385-5488	Fax:	308-385-5504

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by the Sub recipient to the City/Grantee reports that are incorrect or incomplete in any material respect; or
5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

a) Record(s) providing a full description of each activity undertaken;
b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Record(s) required to determine the eligibility of activities;
d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

The Sub recipient understands that client information collected under this

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

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

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

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive

Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

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

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:

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

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

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

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the

Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date November 23 2020 By Roger G. Steele
Roger G. Steele,
Mayor, City of Grand Island

Attest:
RaNae Edwards
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Stacy R Nonhof
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Central Nebraska Community Action Partnership

Date 11/10/20 By Cheryl Holcomb
Executive Director

CITY OF GRAND ISLAND

Amendment #1

PROJECT: CDBG-CV Funding 2019-8-CV GI CARES emergency Payment program

CONTRACTOR: Central Nebraska Community Action Partnership

AMOUNT OF ORIGINAL CONTRACT: $90,000

CONTRACT START DATE: November 10, 2020

Revision #1 – Contract Extension date

Original Completion Date -- November 10, 2021

Revised Completion Date -- February 10, 2022

Contractor Central Nebraska Community Action Partnership

By______________________________________ **Date**________________________

Title: Cheryl Holcomb, Executive Director

CITY OF GRAND ISLAND, NEBRASKA

By____**Date**_________________________
Mayor

Attest___________________________________
City Clerk

RESOLUTION 2021-319

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, which requires an amendment to those agreements in order to continue using the allocated CDBG-CV funds.

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 sub-recipient agreement between the City of Grand Island and Central Nebraska Community Action Partnership to continue implementing the GI CARES program with the use of CDBG-CV funds; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-22

#2021-320 - Approving Amendment to CDBG 2019-4-CV with YMCA

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: November 9, 2021

Subject: Approving Amendment to CDBG #2019-4-CV with The Young Men's Christian Association of Grand Island

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

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

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

Discussion

The Community Development Division recommends a 3 month extension to the Young Men's Christian Association (YMCA) sub-recipient agreement for the Coronavirus Response program which received funding from the CDBG-CV allocation funds will be expended to keep a healthy and safe facility that is used by many vulnerable populations throughout the day. The YMCA will provide personal protective equipment, supplies, and other materials necessary to continue their work with vulnerable populations the Facilities. The materials will be given to staff and members who do not have the ability to supply their own PPE when in the facility, staff members continue to diligently clean and sanitize the building and facilities multiple times a day. YMCA was awarded $12,000 and has approximately $ 8,000 left from the CDBG CV sub-recipient award and is willing to continue providing necessary PPE To staff and community members who use the facilities. This extension would allow the agency to continue using funds until February 10, 2022.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2019-4-CV with The Young Men's Christian Association and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract amendment to #2019-5-CV sub recipient agreement with the Young Men's Christian Association.

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 10th day of November, 2020 by and between the City of Grand Island ("City/Grantee,") and The YMCA ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

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

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

a. Provide a safe and sanitary space for Childcare other vulnerable populations such as elderly and disabled.
b. Provide personal protective equipment and sanitation supplies to clients and groups that use the YMCA facility.
c. Purchase any materials needed to implement the YMCA Coronavirus Response program.

C. National Objective Compliance

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

Meet and Urgent Need

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

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

a. The Sub-recipient's goal is to create the YMCA Coronavirus Response program that will continue for a minimum of 1 year. The Sub-recipient is responsible to perform all administrative services necessary to administer the above mentioned program.
b. The Sub-Recipient is to provide quarterly reports on achievements and program impact to include
    a. Number of persons served
    b. A summary of project progress

Units of Service include:
The Sub-recipient's progress will be monitored by the amount of persons served. The Sub-recipient will benefit a minimum of 1,000 people.

E. Project Description

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

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above, and shall expend the Community Development Block Grant Coronavirus Response funding provided for above between November 10, 2020 and November 10, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG-CV funds or other CDBG or CDBG-CV assets, including program income.

H. Budget

The Sub-recipient shall use Twelve Thousand Dollars 00/100 ($12,000.00) of Community Development Block Grant Coronavirus Response funds to provide services associated with the Protect G.I. Program.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to Pay the Sub recipient an amount not to Twelve Thousand Dollars 00/100 ($12,000.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

a. Draw-down requests may be submitted to the Community Development

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

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

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

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

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

L. Fair Housing

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

M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

City/Grantee		Sub-recipient:	
City of Grand Island		YMCA	
ATTN: Community Development Division		Cara Lemburg	
100 East First Street		221 E. Front Street	
Grand Island NE, 68801-1968		Grand Island NE, 68801	
Telephone:	(308)385-5444 ext. 212	Telephone:	308-385-9622
Fax:	(308) 385-5488	Fax:	

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

SECTION IV.

LIABILITY

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

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

A. Suspension for Cause

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

B. Termination for Cause

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

SECTION VI.

TERMINATION FOR CONVENIENCE

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

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

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

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

2. Retention

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

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

3. Client Data-if applicable

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

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

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

4. Disclosure

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

5. Close-outs

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

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

C. Reporting and Payment Procedures

1. Program Income

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

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

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

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

2. Payment Procedures

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

D. Procurement

1. Compliance

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

a. OMB Standards

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

b. Travel expenses

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

E. Use & Reversion of Assets

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

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

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

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

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

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

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

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

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

SECTION IX.

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

The Sub recipient agrees to comply with:
A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and

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

SECTION X.

ASSURANCES

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

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

3. "Section 3" Clause

a. Compliance

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

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

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

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

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

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

6. Copyright

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

7. Religious Activities

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

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

SECTION XII.

SEVERABILITY

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

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

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

SECTION XV.

WAIVER

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

SECTION XVI.

ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date November 23 2020 By Roger G. Steele
Roger G. Steele,
Mayor, City of Grand Island

Attest:
RaNae Edwards
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Stacy R Nonhof
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: YMCA

Date 11.11.2020 By Cara Lemburg
Cara Lemburg, Executive Director

Date 11.11.2020 By
Board President

CITY OF
GRAND ISLAND

Amendment #1

PROJECT: CDBG-CV Funding 2019-4-CV Coronavirus Response program

CONTRACTOR: Young Men's Christian Association

AMOUNT OF ORIGINAL CONTRACT: $12,000

CONTRACT START DATE: November 10, 2020

Revision #1 – Contract Extension date

Original Completion Date --- November 10, 2021

Revised Completion Date --- February 10, 2022

Contractor Young Men's Christian Association

By_______________________________________ **Date**_________________________

Title: Cara Lemburg, Executive Director

CITY OF GRAND ISLAND, NEBRASKA

By____**Date**__________________________
Mayor

Attest____________________________________
City Clerk

RESOLUTION 2021-320

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, which requires an amendment to those agreements in order to continue using the allocated CDBG-CV funds.

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 sub-recipient agreement 2019 CDBG-4-CV between the City of Grand Island and The Young Men's Christian Association to continue implementing the COVID Response program with the use of CDBG-CV funds; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____

Roger G. Steele, Mayor

Attest:

____

RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-23

#2021-321 - Approving Bid Award for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 9, 2021

Subject: Approving Bid Award for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

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

Background

The Central Nebraska Regional Airport (CNRA) Collection System originated with the Army Air Corp Base built during World War II. It consists of approximately 24,900 linear feet of sanitary sewer. Many areas of the private gravity infrastructure have been slip lined, most of which is defective. The majority of this infrastructure is estimated to be between 50 and 75 years old.

On August 24, 2021, via Resolution No. 2021-211 City Council approved entering into an Interlocal Agreement with Hall County and the Hall County Airport Authority. Such agreement states the involved entities will share the cost of rehabilitating the CNRA sewer system through installation of new sewer mains, lift stations, and related facilities all as more specifically set forth in the agreement. The City and County will share equally in the cost of the sanitary sewer rehabilitation, after the Hall County Airport Authority's contribution of $500,000.00.

On September 4, 2021 the Engineering Division of the Public Works Department advertised for bids for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4.

Discussion

Four (4) bids were received and opened on November 2, 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.

BID SECTION	*Exceptions*	*BASE BID*
S.J. Louis Construction, Inc. of Rockville, MN	None	$ 6,130,000.00
Van Kirk Bros. Contracting of Sutton, NE	Noted	$ 6,247,170.00
Myers Construction, Inc. of Broken Bow, NE	None	$ 9,975,264.56
Wagner Construction, Inc. of International Falls, MN	None	$10,226,495.00

On October 20, 2021, via Resolution No. 21-56 the Hall County Airport Authority concurred and consented to an award of the project bid to that bidder whose proposal is deemed by the City to be the most advantageous to the parties to the Agreement, taking into consideration price and the evaluation factors, provided, however, that such bid award shall not exceed Ten Million Dollars ($10,000,000.00).

On November 9, 2021 the bid award recommendation will be presented to the Hall County Board of Commissioners for their concurrence of such.

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, S.J. Louis Construction, Inc. of Rockville, Minnesota in the amount of $6,130,000.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**November 2, 2021 at 2:00**
FOR:	**Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$9,142,000.00**
FUND/ACCOUNT:	**530**
PUBLICATION DATE:	**September 4, 2021**
NO. POTENTIAL BIDDERS:	**22**

SUMMARY

Bidder:	**Van Kirk Bros. Contracting** **Sutton, NE**	**Myers Construction, Inc.** **Broken Bow, NE**
Bid Security:	**Universal Surety Company**	**United Fire & Casualty Co.**
Exceptions:	**Noted**	**None**
Bid Price:	**$6,247,170.00**	**$9,975,264.56**
Bidder:	**Wagner Construction** **International Falls, MN**	**S.J. Louis Construction, Inc.** **Rockville, MN**
Bid Security:	**Travelers Casualty & Surety**	**Liberty Mutual Ins. Co.**
Exceptions:	**None**	**None**
Bid Price:	**$10,226,495.00**	**$6,130,000.00**

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

P2311

RESOLUTION 2021-321

WHEREAS, the City of Grand Island invited sealed bids for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on November 2, 2021 bids were received, opened, and reviewed; and

WHEREAS, S.J. Louis Construction, Inc. Rockville, Minnesota 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 $6,130,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of S.J. Louis Construction, Inc. of Rockville, Minnesota in the amount of $6,130,000.00 for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item G-24

#2021-322 - Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: November 9, 2021

Subject: Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve

Presenter(s): Patrick Brown, Finance Director

Background

EMC requires security or collateral to be provided for large deductible Worker's Compensation policies in order to cover long term worker's compensation payments. The City provides that security via the purchase of a letter of credit. In 2016 EMC required a security of $800,000. Previously the letter of credit was with Cornerstone Bank for $800,000 at a cost of $4,000 annually.

Discussion

EMC is now requiring a security/collateral of $1,400,000 and typically the cost of getting a letter of credit is 1% of the security. In this case it would cost the City $14,000. In discussion with EMC and the City's main bank, Five Points, the Finance Director proposes to back the letter of credit with a $1,400,000 certificate of deposit and Five Points has agreed to waive any and all fees associated with this transaction.

Alternatives

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

1. Approve the commitment for letter of credit with Five Points Bank
2. Disapprove or deny agreement
3. Refer to a committee

Recommendation

City Administration recommends that the Council approve the letter of credit with Five Points Bank to cover the security requirement for EMC.

Sample Motion

Move to approve the letter of credit with Five Points Bank.

RESOLUTION 2021-322

WHEREAS, Employer's Mutual Casualty Company (EMC), is an insurance company that provides Worker's Compensation Insurance to the City of Grand Island; and

WHEREAS, EMC requires security or collateral in the amount of $1,400,000 for long term payments; and

WHEREAS, a Letter of Credit naming EMC as the beneficiary would be an acceptable form of security or collateral; and

WHEREAS, Five Points Bank can provide the necessary Letter of Credit to the City of Grand Island; and

WHEREAS, the Letter of Credit from Five Points Bank will be issued for one year with no fees.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Letter of Credit between the City of Grand Island and Five Points Bank naming Employer's Mutual Casualty Insurance as the beneficiary at no cost.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item H-1

Consideration of Referring Blighted and Substandard Study for Area #35 to the Regional Planning Commission (Grand Island Public Schools)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Director Grand Island CRA

Meeting: November 9, 2021

Subject: Proposed Blighted and Substandard Area #35

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Grand Island Public Schools by Marvin Planning Consultants. This study is approximately 3.4 acres of property west of Engleman Road and north of Capital Avenue (old Engleman School site). The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

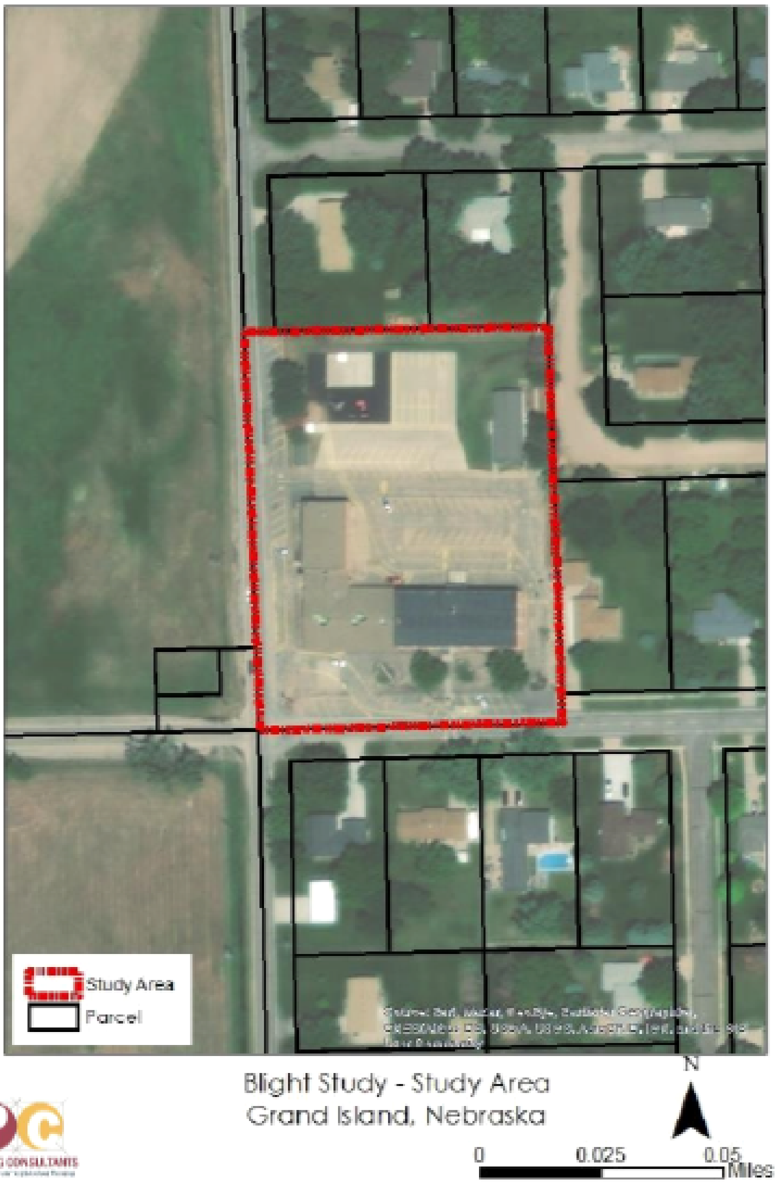
Grand Island Public Schools has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission. If the study is approved it is anticipated that an application for Tax Increment Financing would follow.

The question before Council will be whether to send the study to the Planning Commission for its review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area blighted and substandard. Planning Commission will meet December 1, and would have a recommendation ready following that meeting.

Once an area has been declared blighted and substandard, the CRA can accept redevelopment proposals for the area. It is the intent of the applicants to develop their property for residential purposes for sale.

Discussion

The action item tonight relates to the study for proposed CRA Area No. 35 in northwest Grand Island as shown below. The study was prepared for 3.4 acres, all of which is in the Grand Island City Limits.



Blight Study - Study Area
Grand Island, Nebraska

While practicing as Grand Island City Attorney, Jerry Janulewicz reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.

- The city council submits the question of whether an area is substandard and blighted to the planning commission for its review and recommendation prior to making its declaration that an area is substandard and blighted.
- The planning commission must hold a public hearing and submit its written recommendations within 30 days holding a public hearing on the request.
- Upon receipt of the recommendations from the planning commission the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.
- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

> A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be “a substandard or blighted area in need of redevelopment.” § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas ... and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan.§ 18–2107(4). The CRA may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18–2124.

"Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment." Fitzke, *id*, citing Monarch Chemical Works, Inc. v. City of Omaha, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. Fitzke, *id*.

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for its recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must hold a public hearing and have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for hearing, review and recommendation.

Blighted Area of the Community

The City of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of November 2, 2021, 24.48% of the City has been declared blighted and substandard. Area 34 would add 3.4 acres to the total of blighted and substandard property and would, if approved, add 0.02% to the total area declared blighted and substandard bringing the total to 24.50%. Area 36 is also subject to approval in the near future and is 55.3 acres and would add 0.28% to the total. If both area 35 and 36 are approved the total percentage of Grand Island declared blighted and substandard will be 24.78%.

It does not appear that the declaration of Area 35 would significantly impact the City's ability to declare other areas blighted and substandard.

Alternatives

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

1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

Recommendation

City Administration recommends that the Council move to forward the study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to forward the Study to the Planning Commission for their review and recommendation.

PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within Study Area 35 of the City of Grand Island. This study has been commissioned by Grand Island Public Schools to analyze the possibility of declaring the area as blighted and substandard within this specific study area.

The Hall County Regional Planning Commission and Grand Island City Council, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

> *"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program; disaster assistance; effect. The statute reads:

> *"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*
>
> *"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."*

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

> "***Blighted area*** *means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements,*

> *diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section* 18-2123.01 *shall not count towards the percentage limitations contained in this subdivision;"*
>
> ***"Extremely blighted area*** *means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"*
>
> *"**Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"*
>
> ***"Workforce housing*** *means:*
> *(a) Housing that meets the needs of today's working families;*
> *(b) Housing that is attractive to new residents considering relocation to a rural community;*
> *(c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;*
> *(d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and*
> *(e) Upper-story housing."*

This Blight and Substandard Study is only for a portion of the corporate limits of the city which has not previously been so designated. The Study is intended to give the Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the city's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities, and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and;
- A list of the conditions present, which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

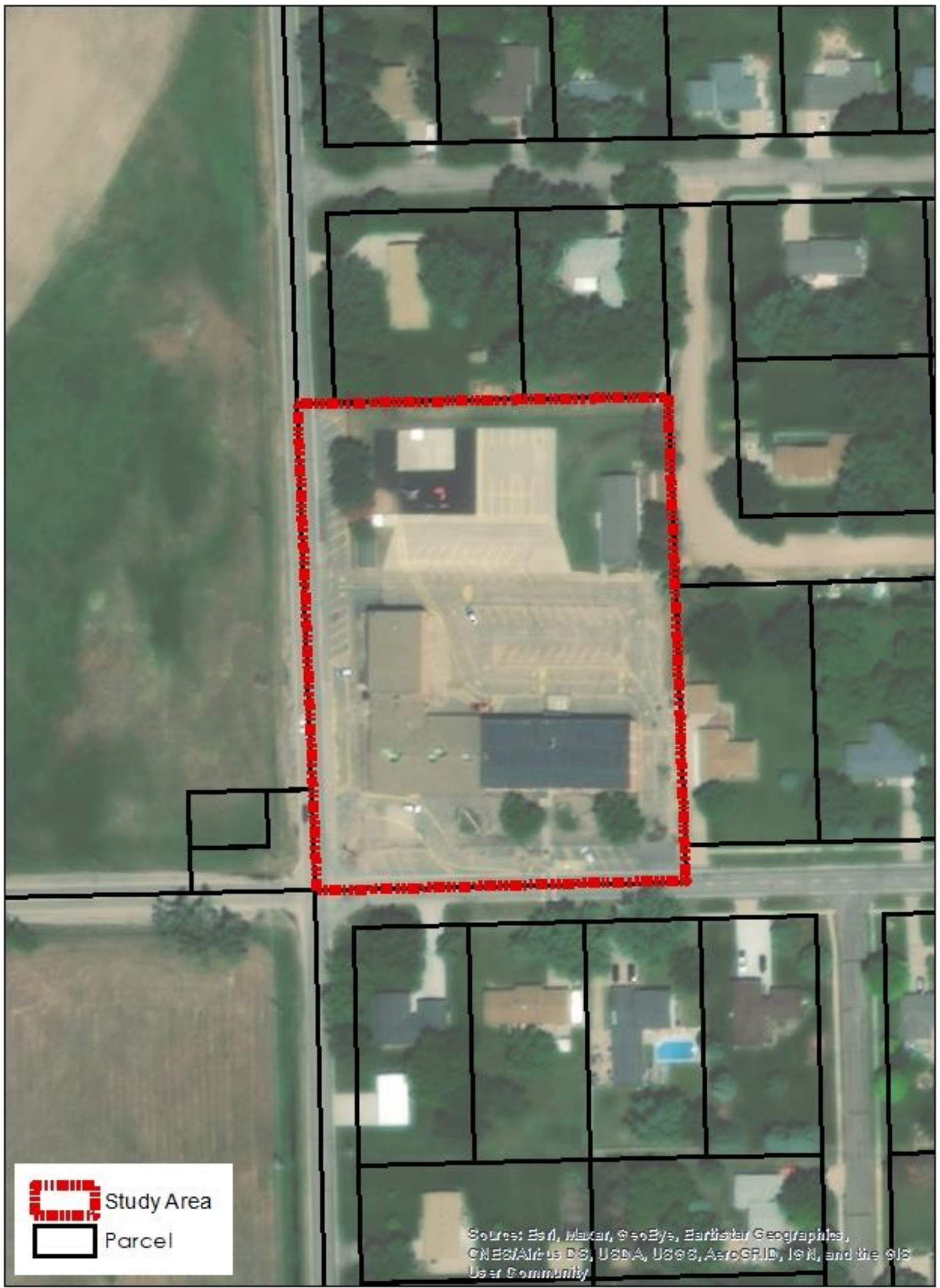
The study area is indicated in Figure 1 of this report. The existing use is Public.

Through the redevelopment process, the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City is intended to redevelop and improve areas of the community. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within the City of Grand Island.

Point of beginning (POB) is the intersection of the centerlines of Engelman Rd N and Capital Ave W going northerly along the centerline of Engelman Rd N to the extended north property line of a tract referred to as Miscellaneous Tracts 2-11-10 to City of Grand Island Pt W ½ SW ¼ 2 AC; thence easterly along the northern property line of said lot continuing to the northeast corner of said lot; thence southerly along the eastern property line of said lot continuing to the centerline of Capital Ave W; thence westerly along the centerline of Capital Ave W continuing to the POB, +/- 3.4 acres.

Figure 1
Study Area Map


Study Area
Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
N
0
0.025
0.05
Miles

Blight Study - Study Area
Grand Island, Nebraska

MARVIN PLANNING CONSULTANTS
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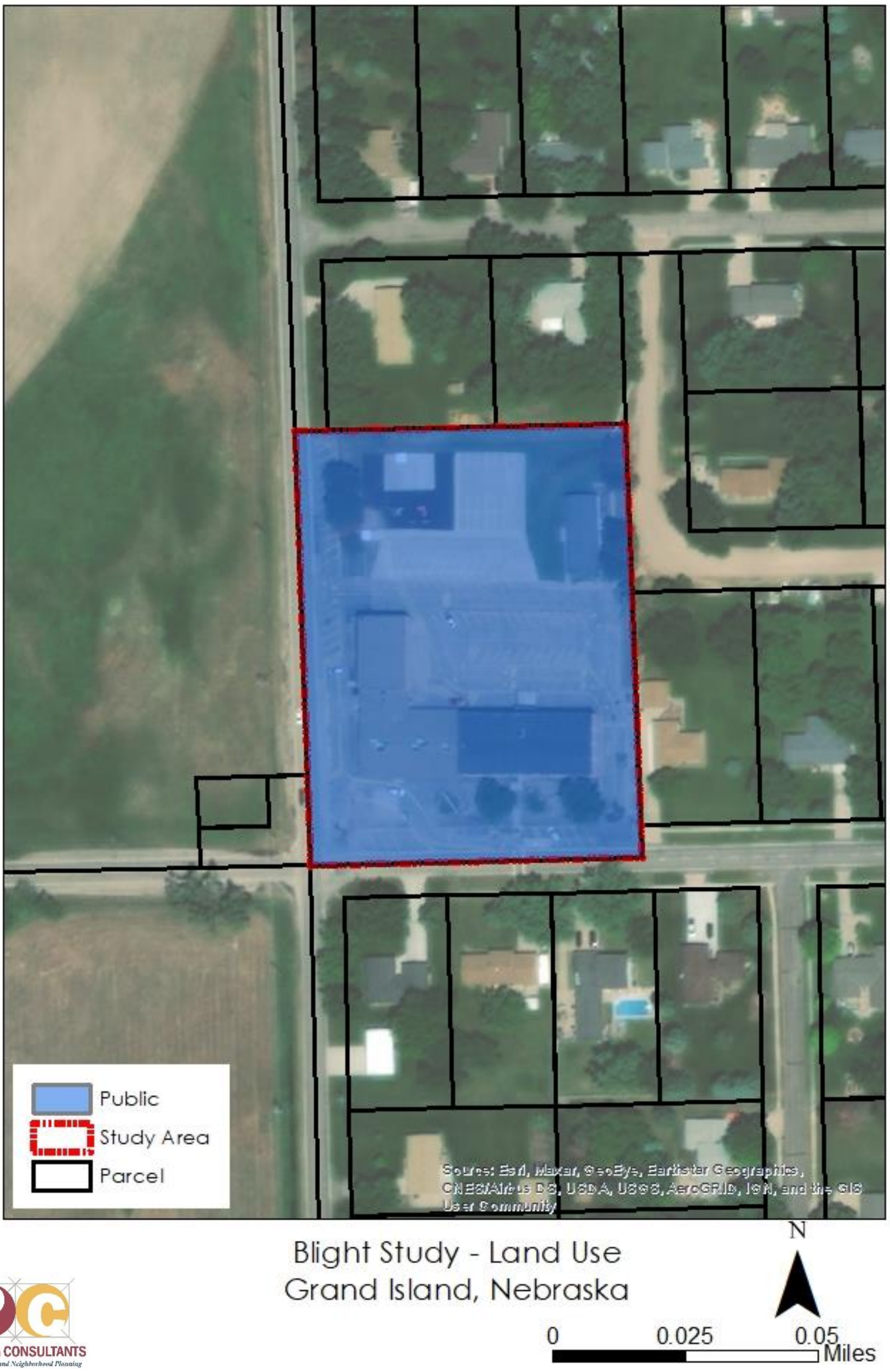
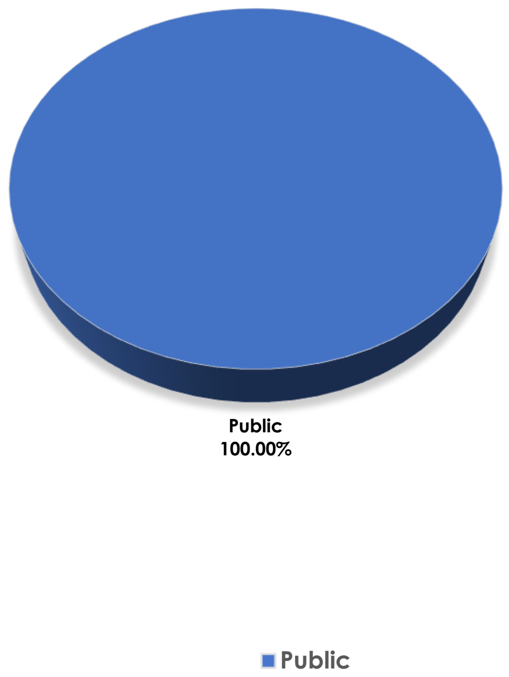
Figure 2
Existing Land Use Map


Public
Study Area
Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Blight Study - Land Use
Grand Island, Nebraska
N
0
0.025
0.05
Miles

EXISTING LAND USE

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

FIGURE 3: EXISTING LAND USE, Study Area 35 – 2021



Source: Marvin Planning Consultants 2021

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of the tract in the study area. These data from the survey are analyzed in the following paragraphs. Figure 3 shows the only use present in the study area is Public.

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

Contributing Factors

There were a number of conditions examined and evaluated in the field and online. These conditions will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

Structural Conditions

Structural conditions were evaluated, structures were either rated as: Excellent, Very Good, Above Normal, Normal, Below Normal, Poor, or Very Poor. The data and rating system come from the Hall

County Assessor's database and is the same database used to value properties in the area. According to the data there are three different structures making up the facility.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- **0 (0.00%) structure rated as Excellent**
- **0 (0.00%) structure rated as Very Good**
- **0 (0.00 %) structures rated as Above Normal**
- **0 (0.00%) structures rated Normal**
- **3 (100.00%) structures rated Below Normal**
- **0 (0.00%) structure rated Poor**
- **0 (0.00%) structure rated as Very Poor**

Based upon these data, an assumption has been made that normal condition and less would constitute the possibility of some or considerable deterioration. It is common for older structures to need more maintenance and upkeep to maintain a good or higher condition. Even a structure rated as normal will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are considered as Below Normal.

Due to the stated conditions found in the field analysis, the condition of the structures is a contributing factor. See photos 1 – 13 below.

Photo 1

Photo 2

Photo 5

Photo 4

Photo 3

Photo 11

Photo 10

Photo 8

Photo 9

Photo 7

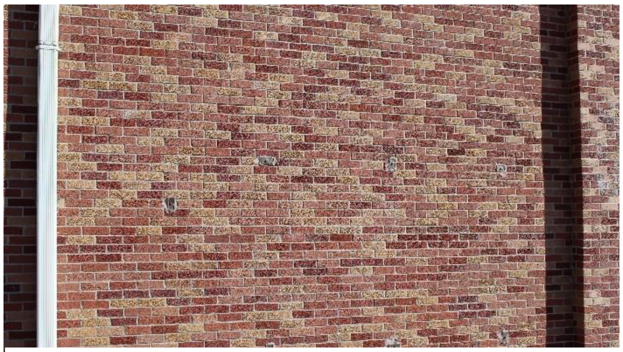


Photo 6

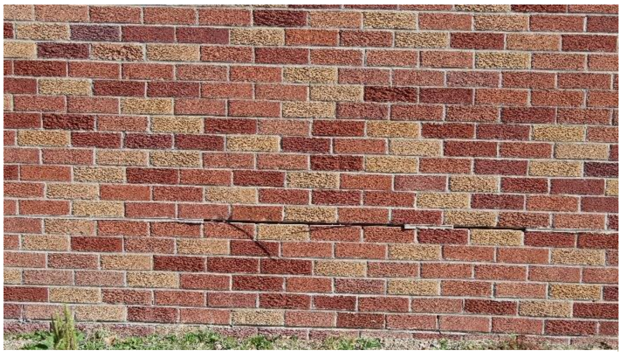


Photo 12

Photo 13

Deterioration of Site or Other Improvements

Sidewalk Conditions

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off heavily traveled streets.

The sidewalk conditions analyzed in the Study Area were rated on five categories: Excellent, Good, Average, Fair, and Poor or Missing.

Within the study area there is approximately 710 lineal feet or 0.13 miles of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

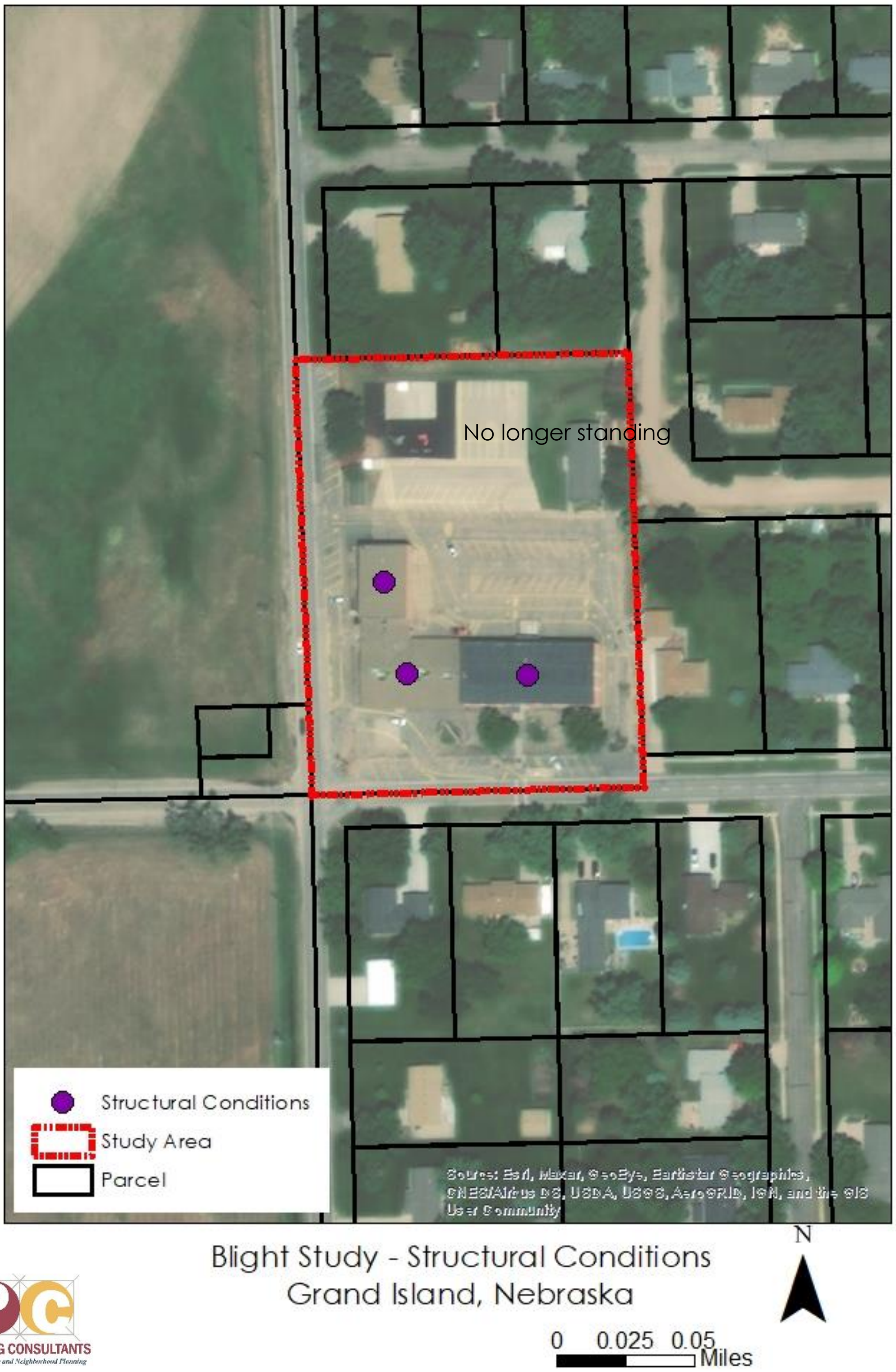
- **0 (0.00%) lineal feet of Excellent sidewalk**
- **0 (0.00%) lineal feet of Good sidewalk**
- **0 (0.00%) lineal feet of Average sidewalk**
- **0 (0.00%) lineal feet of Fair sidewalk**
- **721 (100.0%) lineal feet of Poor or Missing sidewalk**

There is no sidewalk present in the study area. Sidewalk is critical to the overall pedestrian movement of an area long-term. Even sidewalk constructed, which at present there is none, will eventually connect to several portions of the community. Because 100.0% of the area is missing sidewalk, sidewalks are considered a direct contributing factor. See photo 14 and 15 below for areas where sidewalk could be located but is not.

Photo 14

Photo 15

Figure 4
Structural Conditions


No longer standing
● Structural Conditions
Study Area
Parcel
N
0
0.025
0.05
Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Blight Study - Structural Conditions
Grand Island, Nebraska

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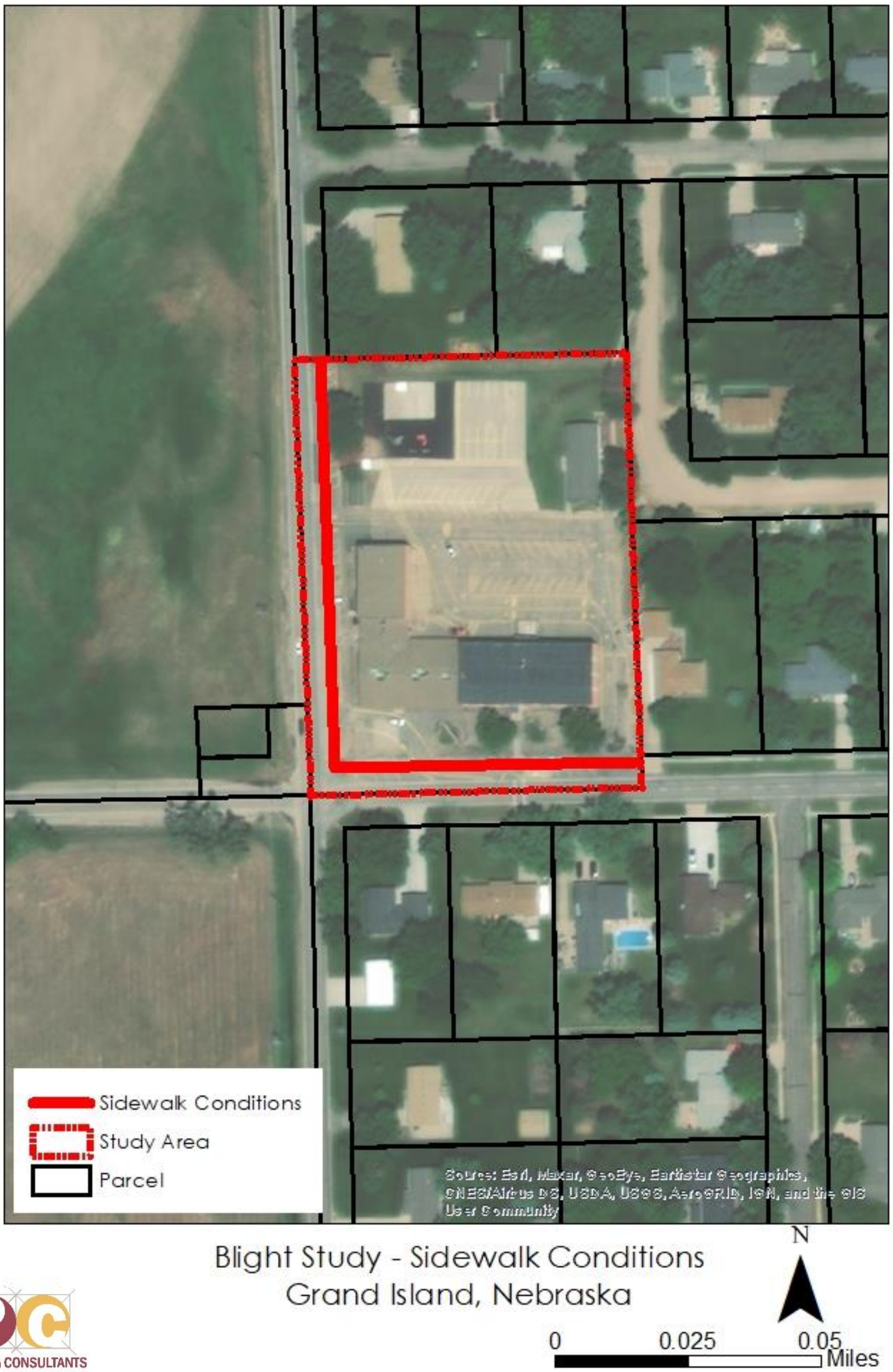
Figure 5
Sidewalk Conditions


Sidewalk Conditions
Study Area
Parcel
N
0
0.025
0.05
Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Blight Study - Sidewalk Conditions
Grand Island, Nebraska

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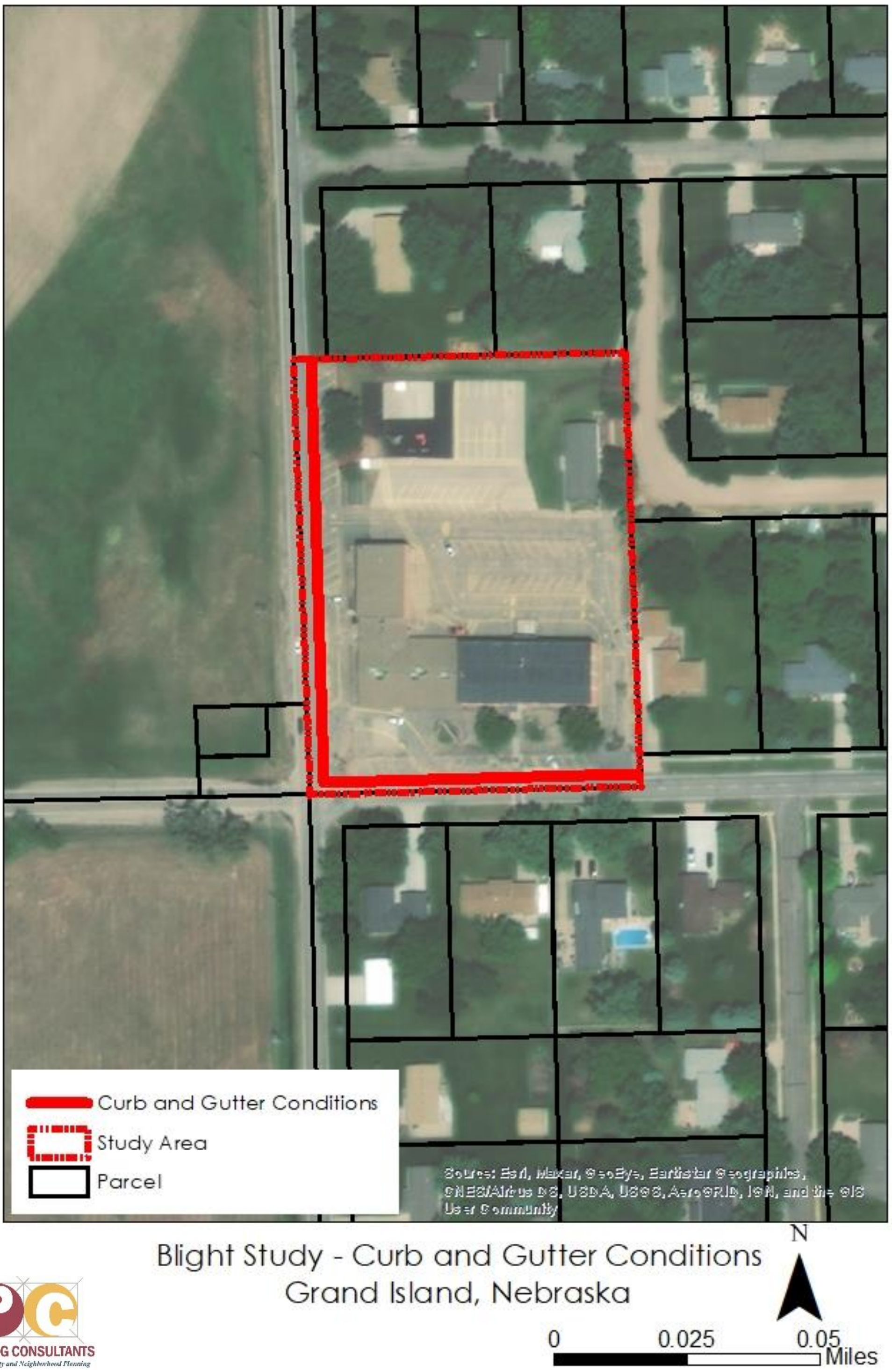
Figure 6
Curb and Gutter Conditions


🟥 Curb and Gutter Conditions
▭ Study Area
▭ Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
N
0
0.025
0.05
Miles

Blight Study - Curb and Gutter Conditions
Grand Island, Nebraska

MPC
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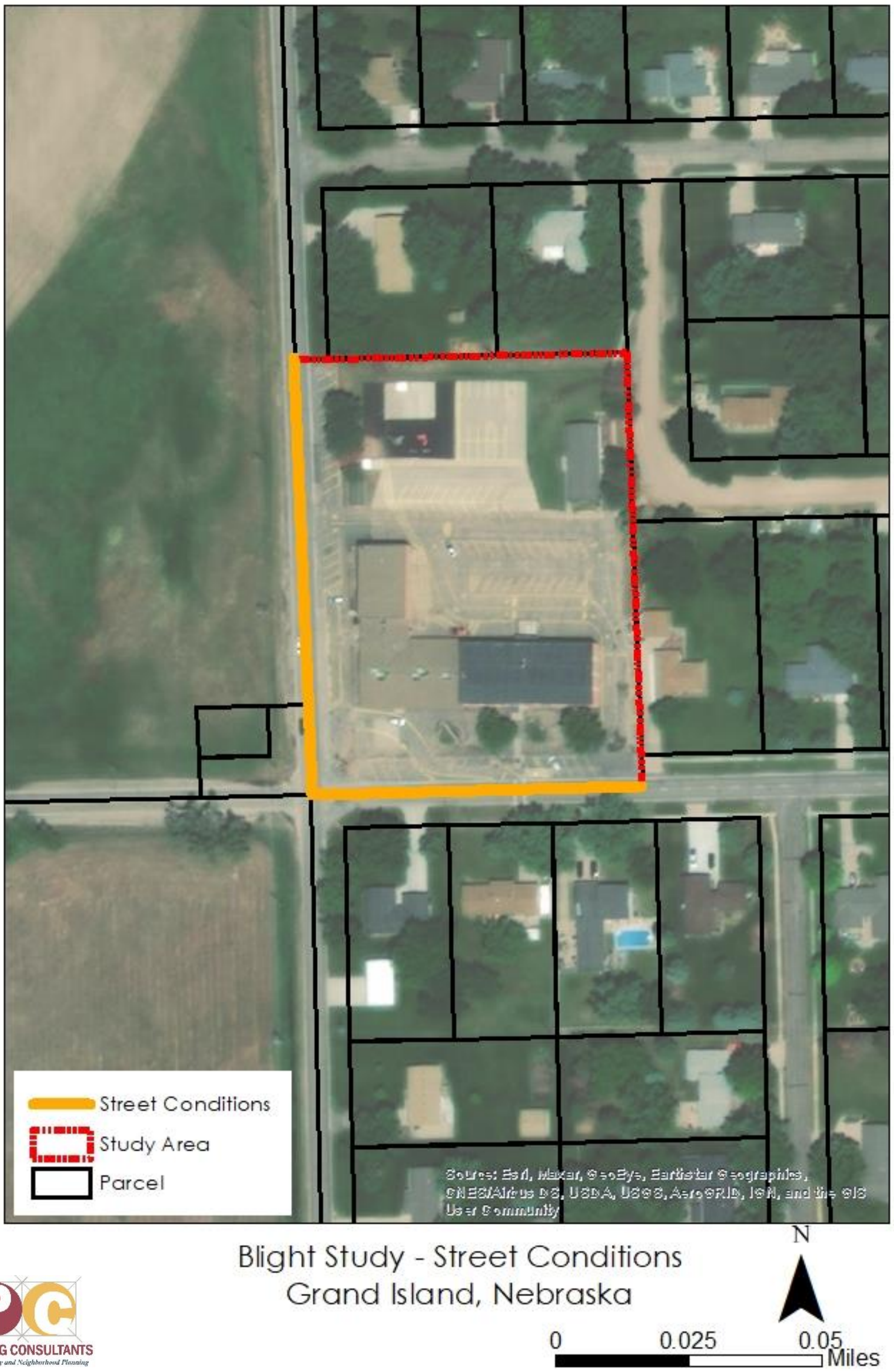
Figure 7
Street Conditions


Street Conditions
Study Area
Parcel
Blight Study - Street Conditions
Grand Island, Nebraska
N
0
0.025
0.05
Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

MARVIN PLANNING CONSULTANTS
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Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in communities. Their primary function is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either Excellent, Good, Average, Fair, and Poor or Missing.

Within the study area there is approximately 735 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions break down within the corporate limits:

- **0 (0.0%) lineal feet of Excellent curb and gutter**
- **0 (0.00%) lineal feet of Good curb and gutter**
- **0 (0.00%) lineal feet of Average curb and gutter**
- **0 (0.00%) lineal feet of Fair curb and gutter**
- **735 (100.0%) lineal feet of Poor or Missing curb and gutter**
-

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.

Streets

Streets within a community are essential to moving people and vehicles from place to place. Their condition and construction have an impact on the appearance of a community, which leads directly to how a community is perceived by the outside world.

Within the study area there is approximately 760 lineal feet or 0.14 miles of street possible. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- **0 (0.0%) lineal feet of Excellent street**
- **0 (0.0%) lineal feet of Good street**
- **760 (100.0%) lineal feet of Average street**
- **0 (0.00%) lineal feet of Fair street**
- **0 (0.00%) lineal feet of Poor street**

Within the study area Engelman Rd N and Capital Ave are both paved. The streets in the study area appear to have been paved in some sort of asphaltic material or armor coated. The streets in the study area are both average. See photos 16 and 17 below to see street conditions.

Photo 16

Photo 17

Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from data provided by the Director of Buildings and Grounds for Grand Island Public Schools.

TABLE 1: AVERAGE STRUCTURAL AGE, BY METHOD – 2021

Number	Year	Age	Cumulative
1	1960	61	65
1	1962	59	120
1	1967	54	174
3			**359**
			58.0

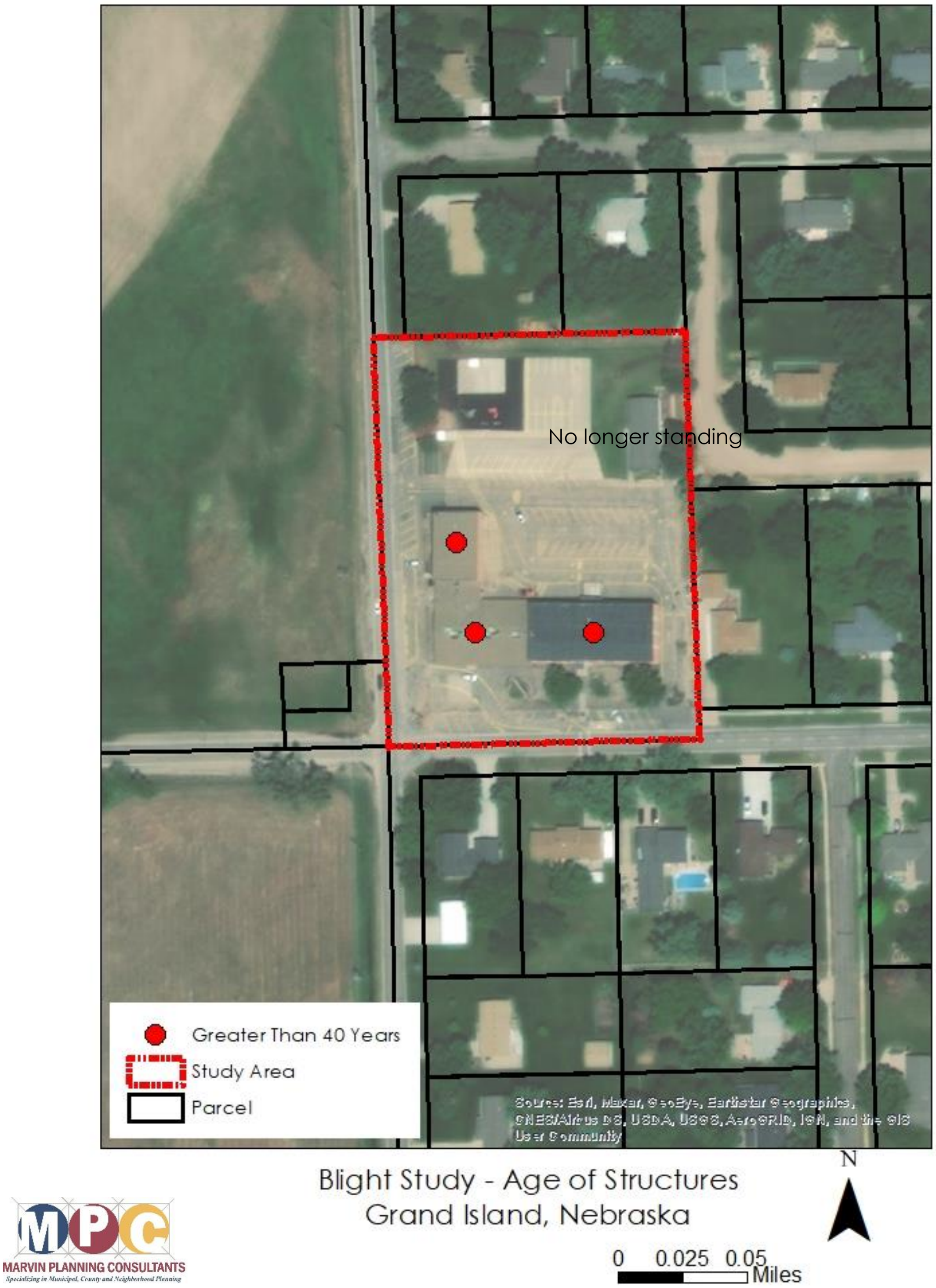
Source: Hall County Assessor's and Marvin Planning Consultants 2021

Age of Structure

Within the study area there are three primary structures. After researching the structural age with the Grand Island Public Schools Building and Grounds Department, 3 (100.0%) units were determined to be 40 years of age or older.

However, when examining the age based upon a cumulative approach, as seen in Table 1, the average age of the primary structures is equal to 58.0 years; thus, meeting the requirements of the statutes. The age of the structures would be a direct contributing factor.

Figure 8
Age of Structures


No longer standing
● Greater Than 40 Years
Study Area
Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
N
0 0.025 0.05 Miles
MARVIN PLANNING CONSULTANTS

Blight Study - Age of Structures
Grand Island, Nebraska

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- **Substantial number of deteriorating structures**
  - Within the study area 100.0% of the primary structures were deemed to be in an average condition or worse.
- **Deterioration of site or other improvements**
  - Curb and gutter are missing throughout 100% of the study area.
  - Sidewalks are missing within 100.0% of the entire study area.
  - Streets through the study area were of an average or poorer condition.
- **Insanitary and Unsafe Conditions**
  - Broken glass outside of windows on the structures.
  - Lack of ADA ramp access to the structures.
  - Potholes on walking surface around the structures.
  - Asphalt surface around structures slopes into the structures, leading to potentially poor drainage and or water ponding. Water ponding can be a breeding ground for communicable diseases.

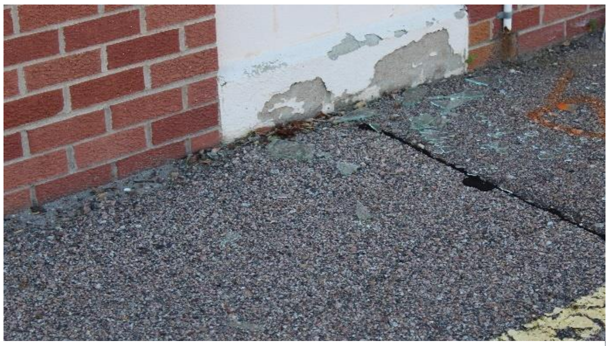


Photo 18

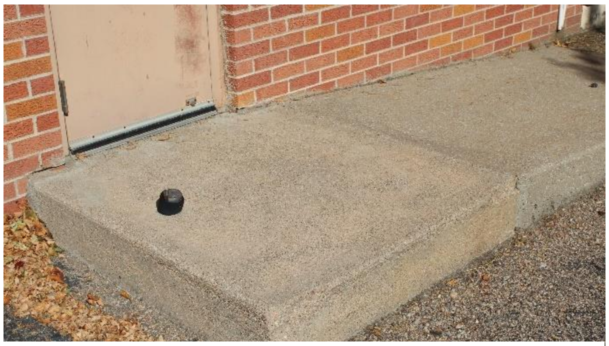


Photo 19

Photo 20

Photo 21

Photo 22

Photo 23

Photo 20

Criteria under Part B of the Blight Definition

The average age of the residential or commercial units in the area is at least forty years.

- 3 (100.0%) buildings or improvements were determined to be 40 years of age or older.
- The average age based upon a cumulative age calculation is 58.0 years.

These other criteria for Blight were not present in the area, these included:

- Factors Which Are Impairing And/or Arresting Sound Growth
    - Diversity of Ownership
    - Dangerous conditions to life or property due to fire or other causes.
    - Faulty lot layout.
    - Improper subdivision or obsolete platting.
    - Stable or decreasing population based on the last two decennial censuses.
    - Tax or special assessment delinquency exceeding fair value of the land.
    - Defective or unusual condition of title.
    - Unemployment in the designated area is at least 120% of the state or national average.
    - One-half of unimproved property is over 40 years old.
    - The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Average age of the residential units in the area is at least 40 years.

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area.

TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD – 2021

Number	Year	Age	Cumulative
1	1960	61	65
1	1962	59	120
1	1967	54	174
3			**359**
			58.0

Source: Hall County Assessor's and Marvin Planning Consultants 2021

Age of Structure

Within the study area there are three primary structures. After researching the structural age with the Grand Island Public Schools Building and Grounds Department, 3 (100.0%) units were determined to be 40 years of age or older.

However, when examining the age based upon a cumulative approach, as seen in Table 1, the average age of the primary structures is equal to 58.0 years; thus, meeting the requirements of the statutes. The age of the structures would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that "…*an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;*"

Study Area #35 meets the defintion of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #35

Blight Study Area #35 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorated or deteriorating structures.
- Deterioration of site or other improvements.
- Average age of the residential or commercial units in the area is at least 40 years.
- Insanitary and Unsafe Conditions.

Substandard Conditions

- Average age of the structures in the area is at least forty years.

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item H-2

Consideration of Referring Blighted and Substandard Study for Area #36 to the Regional Planning Commission (Empire Development)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Director Grand Island CRA

Meeting: November 9, 2021

Subject: Proposed Blighted and Substandard Area #36

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Empire Development by Marvin Planning Consultants. This study is approximately 55.3 acres of property on either side of Independence Avenue south of Nebraska Highway 2 The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

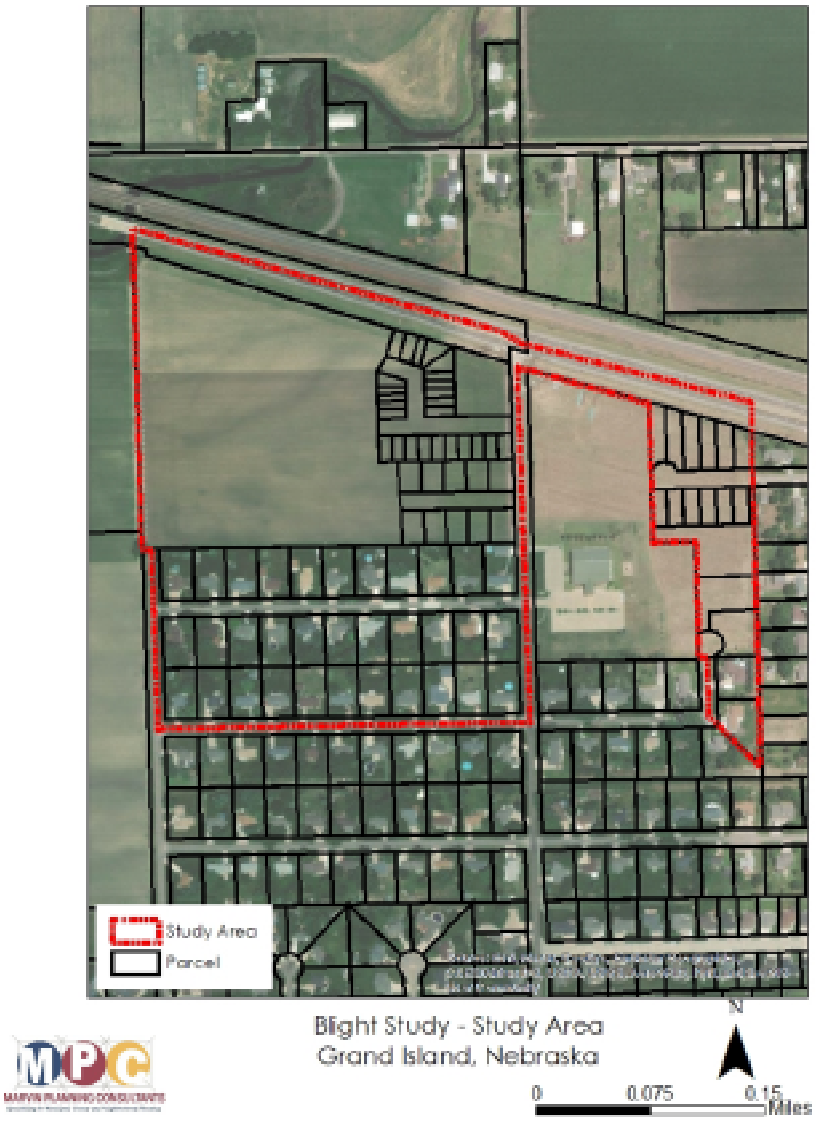
Empire Development has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission. If the study is approved it is anticipated that an application for Tax Increment Financing would follow.

The question before Council will be whether to send the study to the Planning Commission for its review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area blighted and substandard. Planning Commission will meet December 1, and would have a recommendation ready following that meeting.

Once an area has been declared blighted and substandard, the CRA can accept redevelopment proposals for the area. It is the intent of the applicants to develop their property for residential purposes with some commercial at the southwest corner of Independence and Nebraska Highway 2.

Discussion

The action item tonight relates to the study for proposed CRA Area No. 36 in northwest Grand Island as shown below. The study was prepared for 55.3 acres, all of which is in the Grand Island City Limits.


Study Area
Parcel
Blight Study - Study Area
Grand Island, Nebraska
MPC
MARVIN PLANNING CONSULTANTS
N
0
0.075
0.15
Miles

While practicing as Grand Island City Attorney, Jerry Janulewicz reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.
- The city council submits the question of whether an area is substandard and blighted to the planning commission for its review and recommendation prior to making its declaration that an area is substandard and blighted.

- The planning commission must hold a public hearing and submit its written recommendations within 30 days holding a public hearing on the request.
- Upon receipt of the recommendations from the planning commission the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.
- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

> A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be "a substandard or blighted area in need of redevelopment." § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan.§ 18–2107(4). The CRA may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18–2124.

"Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. "Fitzke, *id*, citing Monarch Chemical Works, Inc. v. City of Omaha, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. Fitzke, *id*.

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for its recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must hold a public hearing and have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for hearing, review and recommendation.

Blighted Area of the Community

The City of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of November 2, 2021, 24.48% of the City has been declared blighted and substandard. Area 36 would add 55.3 acres to the total of blighted and substandard property and would, if approved, add 0.28% to the total area declared blighted and substandard bringing the total to 24.76%. Area 35 is also subject to approval in the near future and is 3.4 acres and would add 0.02% to the total. If both area 35 and 36 are approved the total percentage of Grand Island declared blighted and substandard will be 24.78%.

It does not appear that the declaration of Area 36 would significantly impact the City's ability to declare other areas blighted and substandard.

Alternatives

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

1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

Recommendation

City Administration recommends that the Council move to forward the study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to forward the Study to the Planning Commission for their review and recommendation.

PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within Study Area 36 of the City of Grand Island. This study has been commissioned by the FAmos Construction and O'Neill Wood Resources to analyze the possibility of declaring the area as blighted and substandard within this specific study area.

The Hall County Regional Planning Commission and Grand Island City Council, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

> *"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program; disaster assistance; effect. The statute reads:

> *"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*
>
> *"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."*

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

> "***Blighted area*** *means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements,*

diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 *shall not count towards the percentage limitations contained in this subdivision;"*

"Extremely blighted area *means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"*

*"**Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"*

"Workforce housing *means:*

(a) Housing that meets the needs of today's working families;
(b) Housing that is attractive to new residents considering relocation to a rural community;
(c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
(d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
(e) Upper-story housing."

This Blight and Substandard Study is only for a portion of the corporate limits of the city which has not previously been so designated. The Study is intended to give the Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the city's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities, and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and;
- A list of the conditions present, which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets the entire corporate limits of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses are vacant, residential, and public.

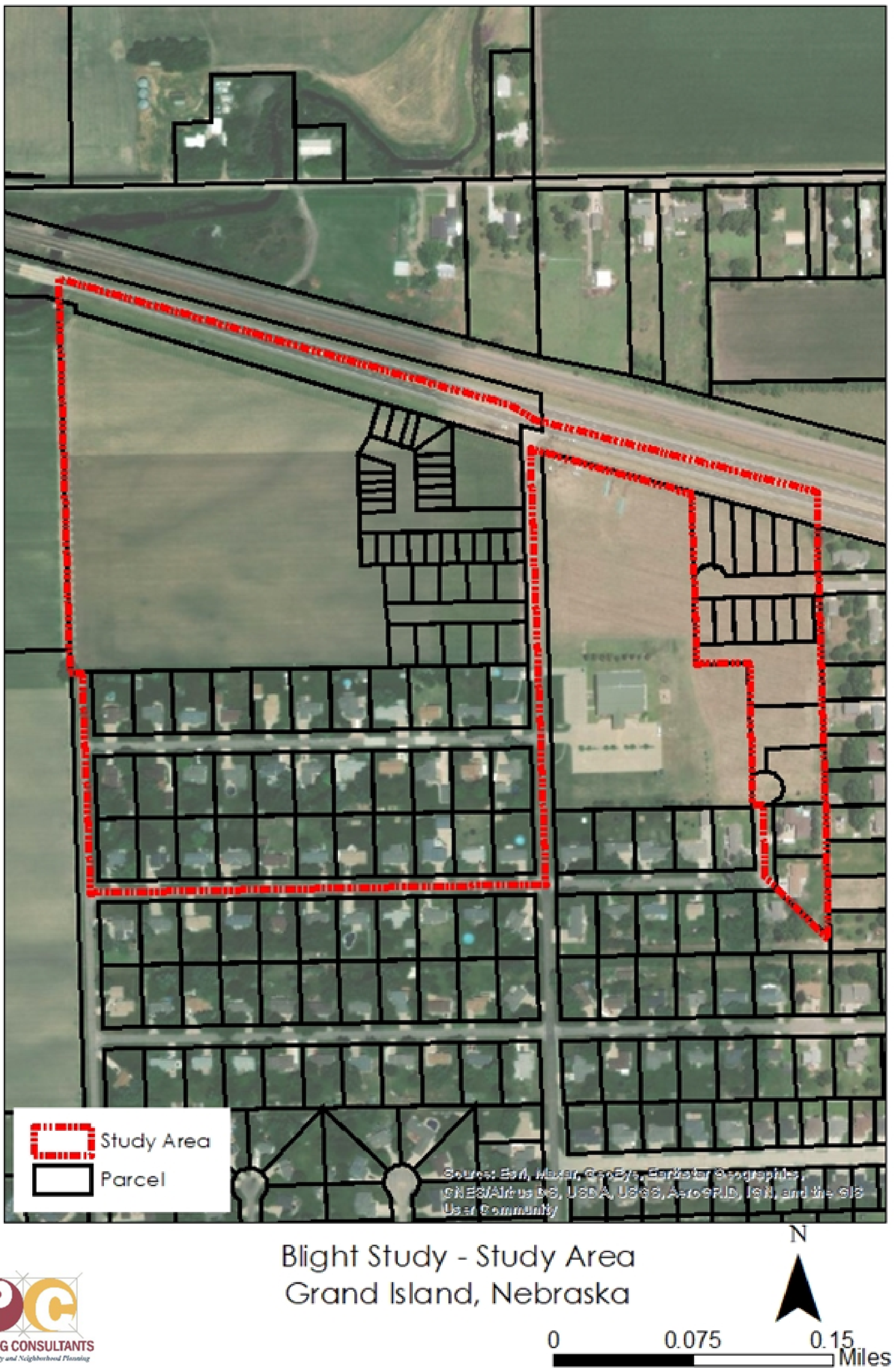
Through the redevelopment process, the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City is intended to redevelop and improve areas of the community. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the city.

The following is the description of the designated area within the City of Grand Island.

Point of beginning (POB) is the intersection of the centerlines of Nevada Ave and the west right of way line of Northwest Ave going northerly to the southwestern corner of a tract referred to as Miscellaneous Tracts 2-11-10 PT NW ¼ XC 1.08 AC Hwy 23.26 AC; thence northerly along the western property line of said lot continuing to the centerline of Nebraska Hwy 2 W; thence southeasterly along the centerline of Nebraska Highway 2 to the extended property line of a tract referred to as Northwest Gateway Sub Lt 6; thence southerly along the eastern property line of said lot continuing to the southeastern corner of a tract referred to as Ross Heights Second Sub Lt 7; thence northwesterly along the southern property line of said lot to the intersection of the centerlines of Colorado Ave and Nevada Ave; thence northerly along the centerline of Colorado Ave continuing to the southern property line of a tract set aside for future extension of Colorado Ave; thence westerly along the southern property line of said lot continuing to the southwestern property line of said lot; thence northerly along the western property line of said lot continuing to the northeastern corner of the southern half of a tract referred to as Hw Sub Lt 1; thence westerly along the northern property line of the southern half of said lot continuing to the eastern property line of the northern half of said lot; thence northerly along the eastern property line of the northern half of said lot continuing to the northeastern corner of said lot; thence northwesterly along the northern property line of said lot continuing to the centerline of Independence Ave; thence southerly along the centerline of Independence Ave continuing to the POB, +/- 55.3 acres.

Study Area
Figure 1

Study Area Map


Study Area
Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
N
0
0.075
0.15
Miles

Blight Study - Study Area
Grand Island, Nebraska

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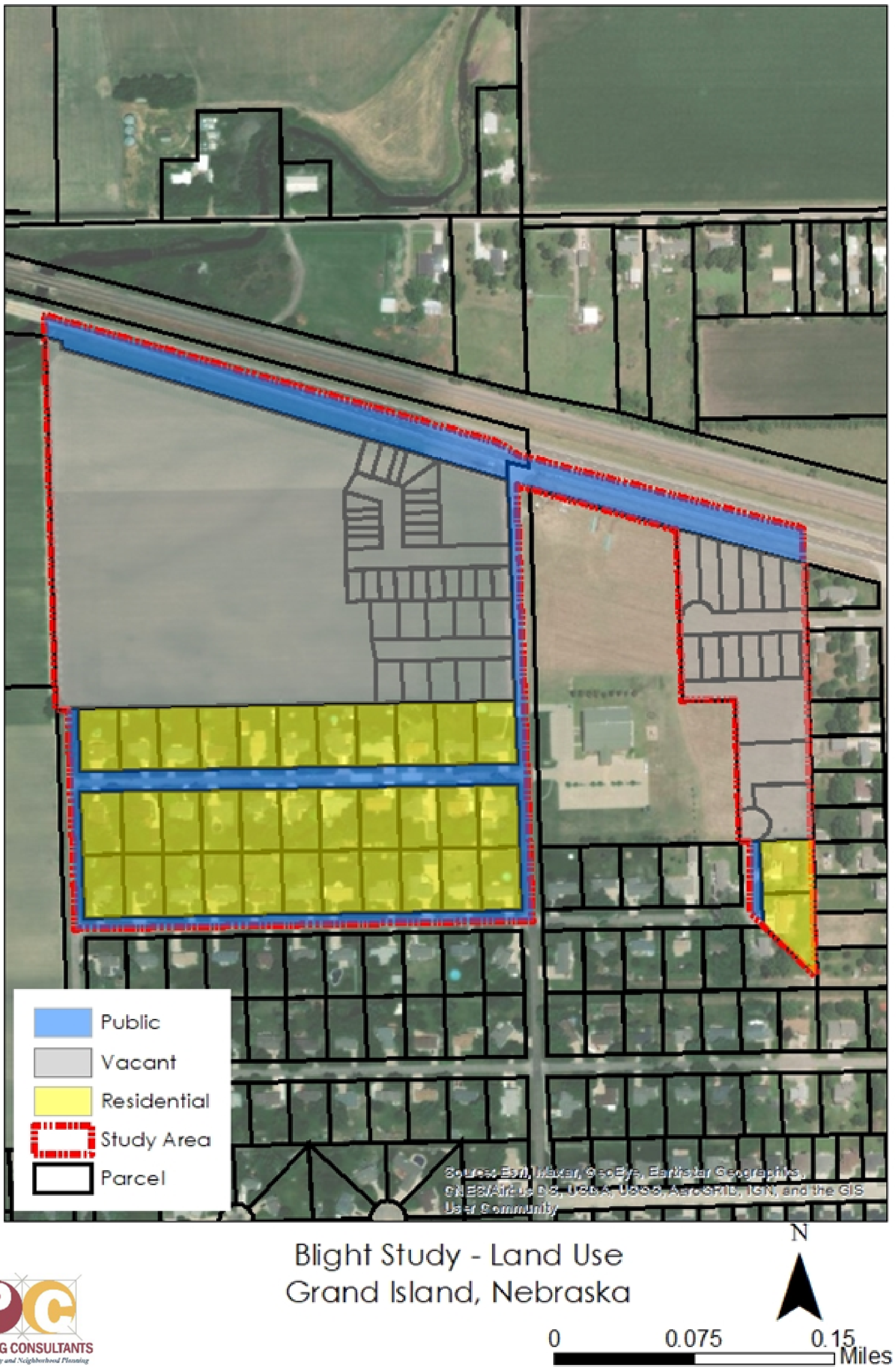
Figure 2
Existing Land Use Map


Public
Vacant
Residential
Study Area
Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
Blight Study - Land Use
Grand Island, Nebraska
N
0
0.075
0.15
Miles

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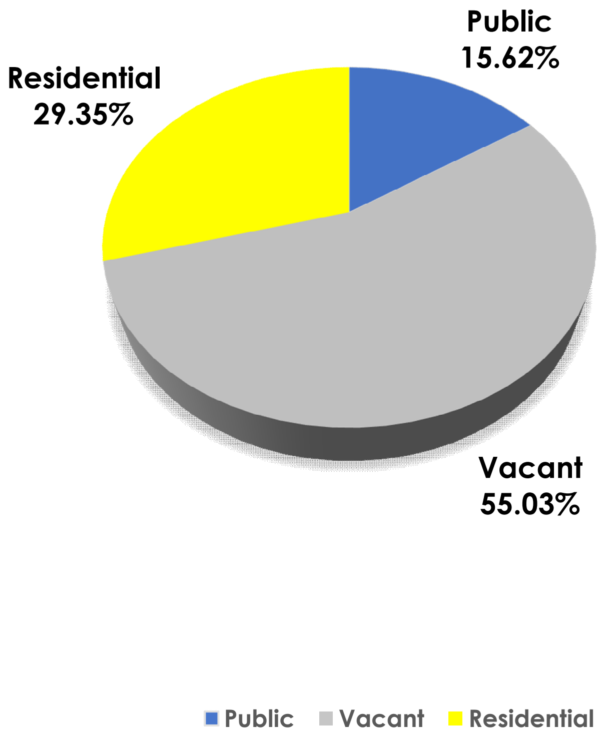
EXISTING LAND USE

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

FIGURE 3: EXISTING LAND USE, Study Area 35 – 2021



Source: Marvin Planning Consultants 2021

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of the tract in the study area. These data from the survey are analyzed in the following paragraphs. Figure 3 shows the uses present in the study area are residential, public, and vacant. The study area is primarily vacant.

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

Contributing Factors

There were a number of conditions examined and evaluated in the field and online. These conditions will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

Deterioration of Site or Other Improvements

Sidewalk Condition

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off heavily traveled streets.

The sidewalk conditions analyzed in the Study Area were rated on five categories: Excellent, Good, Average, Fair, and Poor or Missing.

Within the study area there is approximately 8,003 lineal feet or 1.5 miles of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- **0 (0.00%) lineal feet of Excellent sidewalk**
- **0 (0.00%) lineal feet of Good sidewalk**
- **0 (0.00%) lineal feet of Average sidewalk**
- **0 (0.00%) lineal feet of Fair sidewalk**
- **8,003 (100.0%) lineal feet of Poor or Missing sidewalk**

There is no sidewalk present in the study area. Sidewalk is critical to the overall pedestrian movement of an area long-term. Even sidewalk constructed, which at present there is none, will eventually connect to several portions of the community. There is a portion of sidewalk that was laid by property owners, though it does not connect throughout the neighborhood, and is not ADA compliant. Because 100.0% of the area is missing sidewalk, sidewalks are considered a direct contributing factor.

Photo 1

Photo 2

Photo 3

Photo 4

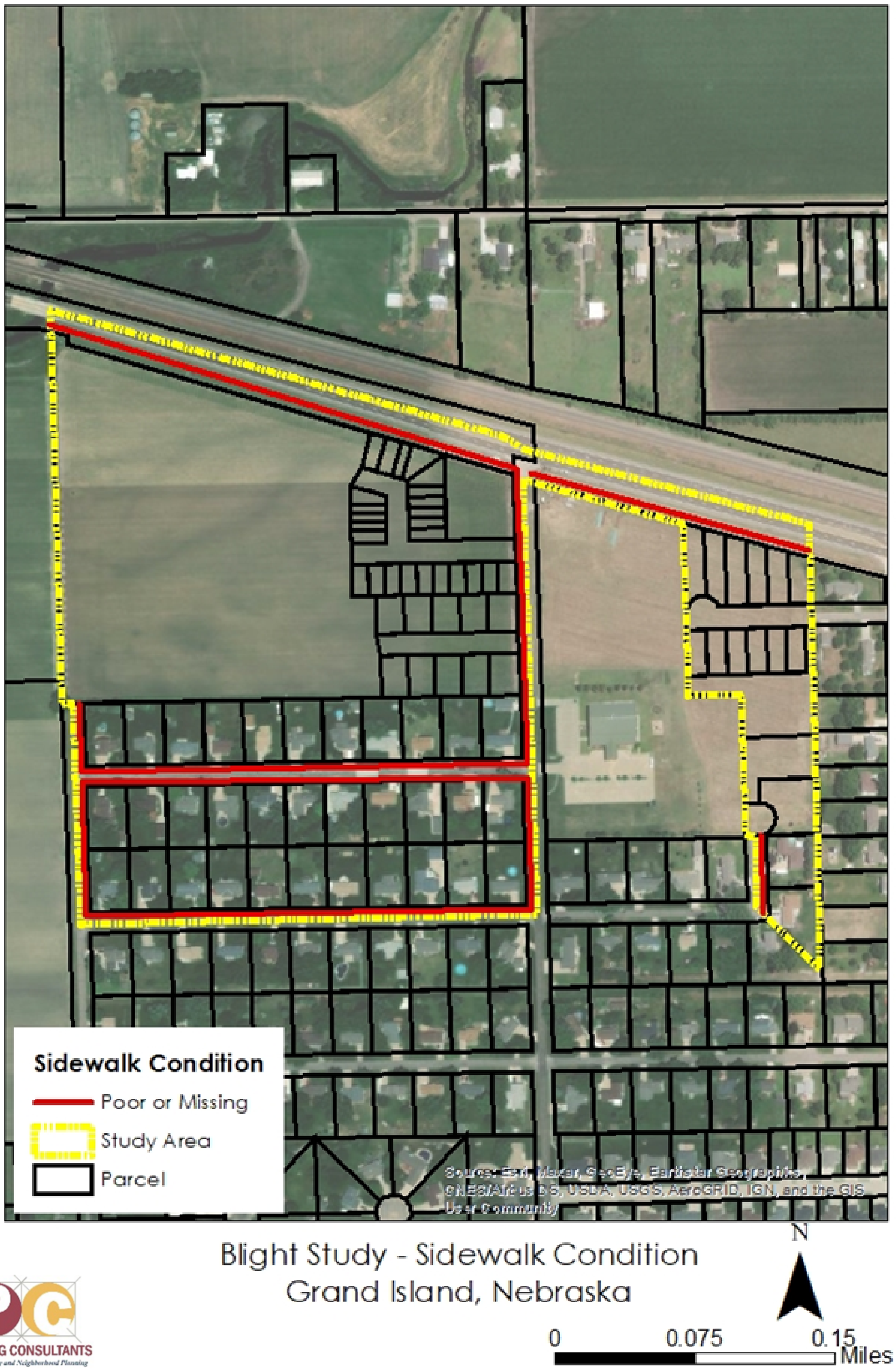
Photo 1

Photo 6

Photo 7

Photo 8

Figure 4
Sidewalk Condition


Sidewalk Condition
Poor or Missing
Study Area
Parcel
N
0
0.075
0.15
Miles
MPC
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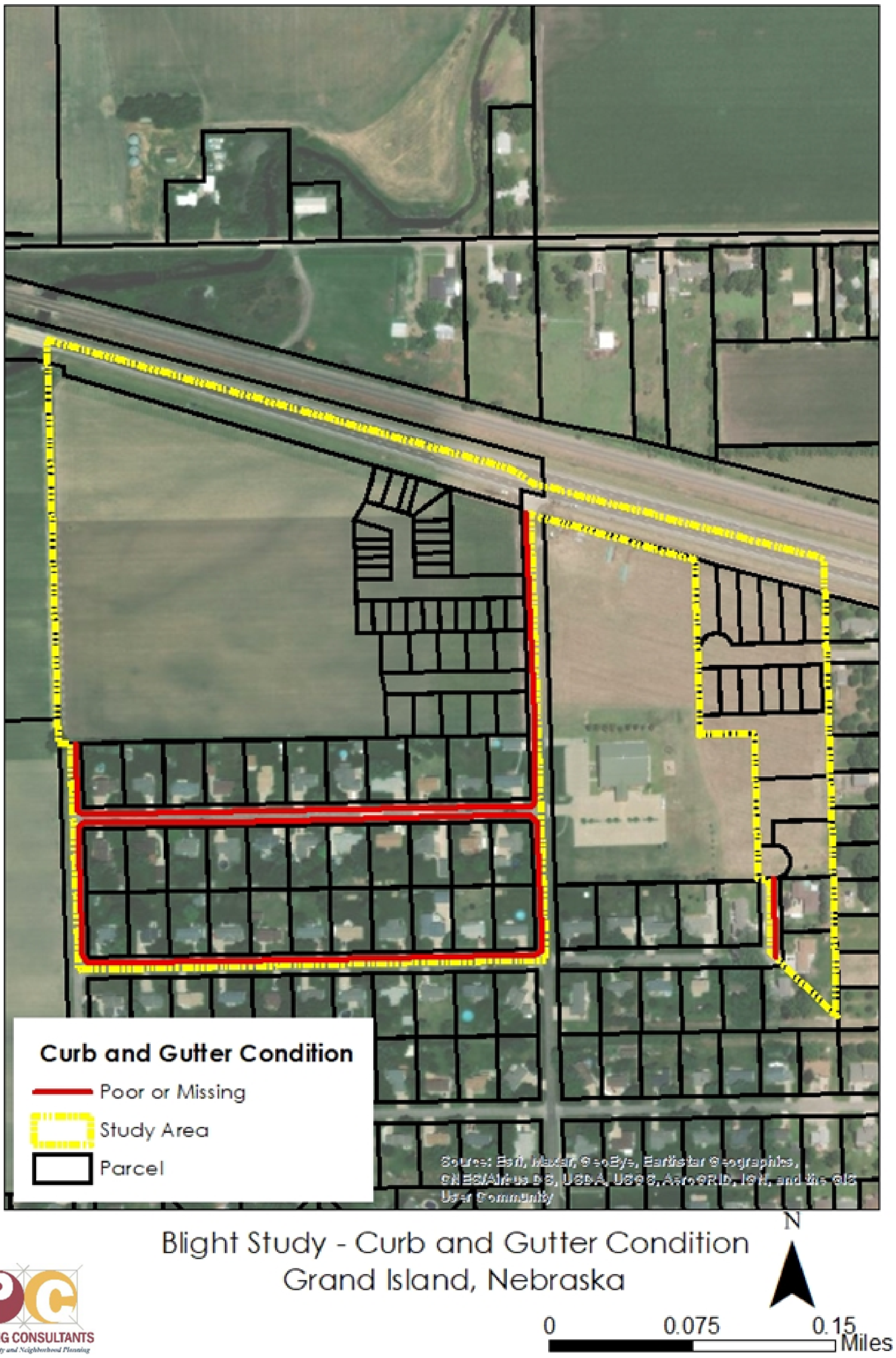
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Blight Study - Sidewalk Condition
Grand Island, Nebraska

Figure 5
Curb and Gutter Condition


Curb and Gutter Condition
Poor or Missing
Study Area
Parcel
Blight Study - Curb and Gutter Condition
Grand Island, Nebraska
N
0
0.075
0.15
Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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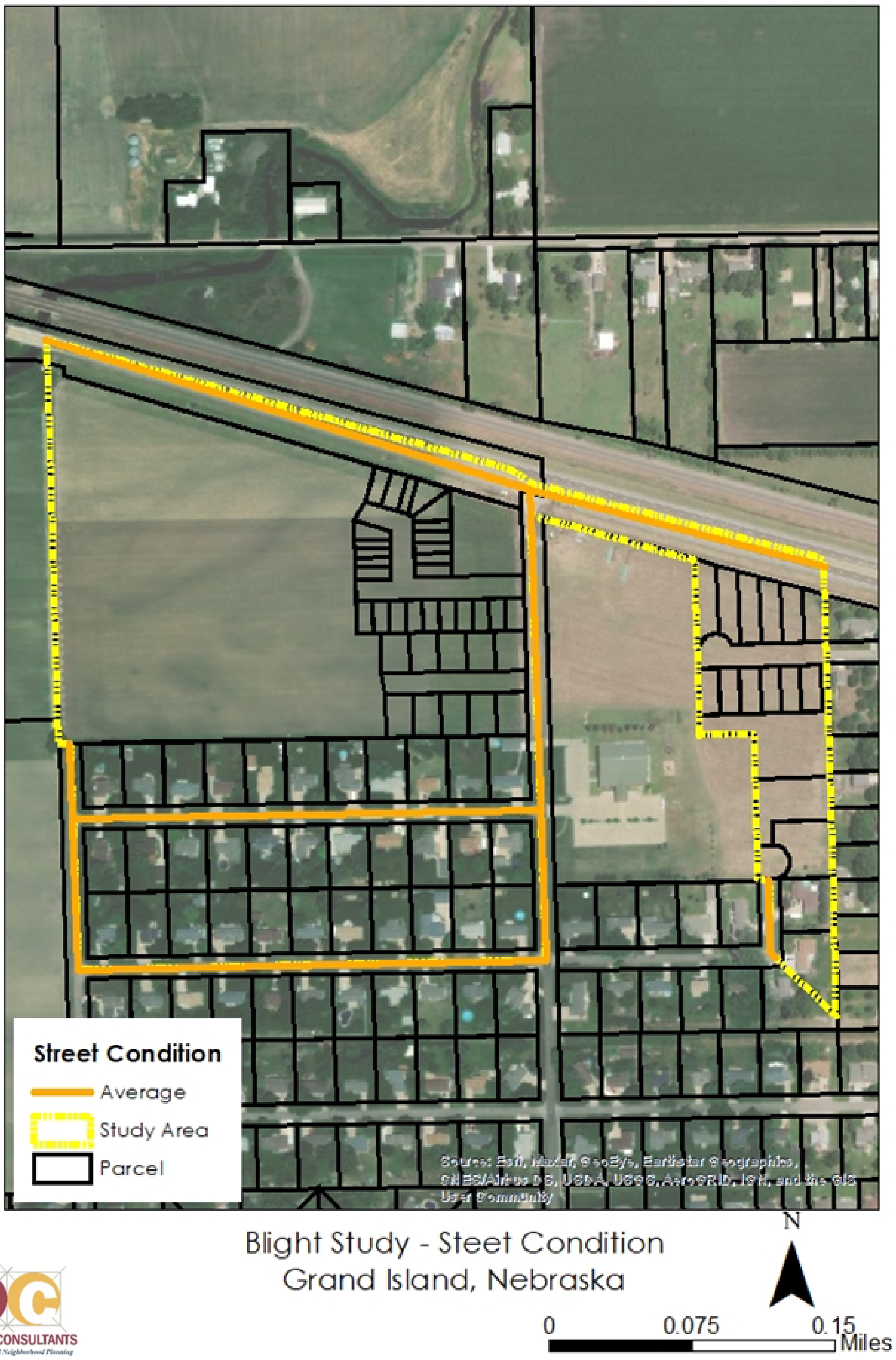
Figure 7
Street Condition


Street Condition
Average
Study Area
Parcel
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
N
0
0.075
0.15
Miles

Blight Study - Steet Condition
Grand Island, Nebraska

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Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in communities. Their primary function is to be a barrier to collect and direct water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either Excellent, Good, Average, Fair, and Poor or Missing.

Within the study area there is approximately 5,781 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions break down within the corporate limits:

- **0 (0.0%) lineal feet of Excellent curb and gutter**
- **0 (0.00%) lineal feet of Good curb and gutter**
- **0 (0.00%) lineal feet of Average curb and gutter**
- **0 (0.00%) lineal feet of Fair curb and gutter**
- **5,781 (100.00%) lineal feet of Poor or Missing curb and gutter**

Due to the study area completely missing curb and gutter, curb and gutter conditions would be a direct contributing factor.

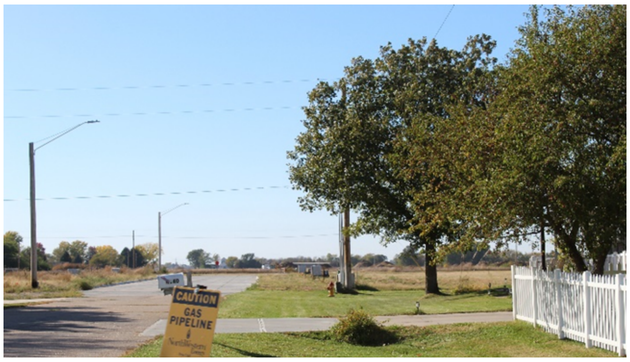


Photo 9

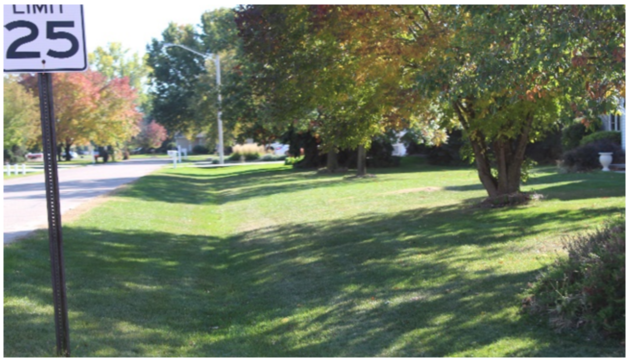


Photo 10

Streets

Streets within a community are essential to moving people and vehicles from place to place. Their condition and construction have an impact on the appearance of a community, which leads directly to how a community is perceived by the outside world.

Within the study area there is approximately 6,726 lineal feet or 1.27 miles of street possible. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- **0 (0.0%) lineal feet of Excellent street**
- **0 (0.0%) lineal feet of Good street**
- **6,726 (100.0%) lineal feet of Average street**
- **0 (0.00%) lineal feet of Fair street**
- **0 (0.00%) lineal feet of Poor street**

All streets within the study area are paved. The streets in the study area appear to have been paved in some sort of asphaltic material, concrete, or armor coating. The streets in the study area were all rated as average.

Photo 11

Photo 12

Photo 13

Age of Structures

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Hall County Assessor's website.

Table 1: Average Structural Age, By Method - 2021

Number	Year	Age	Cumulative
1	1977	44	44
1	1991	30	74
1	1977	44	118
1	1978	43	161
1	1991	30	191
1	1992	29	220
1	1994	27	247
1	1981	40	287
1	1977	44	331
1	1978	43	374
1	2007	14	388
1	1977	44	432
1	1992	29	461
1	1977	44	505
1	1977	44	549
1	1980	41	590
1	1977	44	634
1	1977	44	678
1	1993	28	706
1	1998	23	729
1	1977	44	773
1	1977	44	817
1	1975	46	863
1	1975	46	909
1	1976	45	954
1	1975	46	1,000
1	1977	44	1,044
1	1976	45	1,089
1	1976	45	1,134
1	1975	46	1,180
1	1975	46	1,226
1	1975	46	1,272
1	1974	47	1,319
1	1977	44	1,363
1	1979	42	1,405
35			**24,067**
			40.1

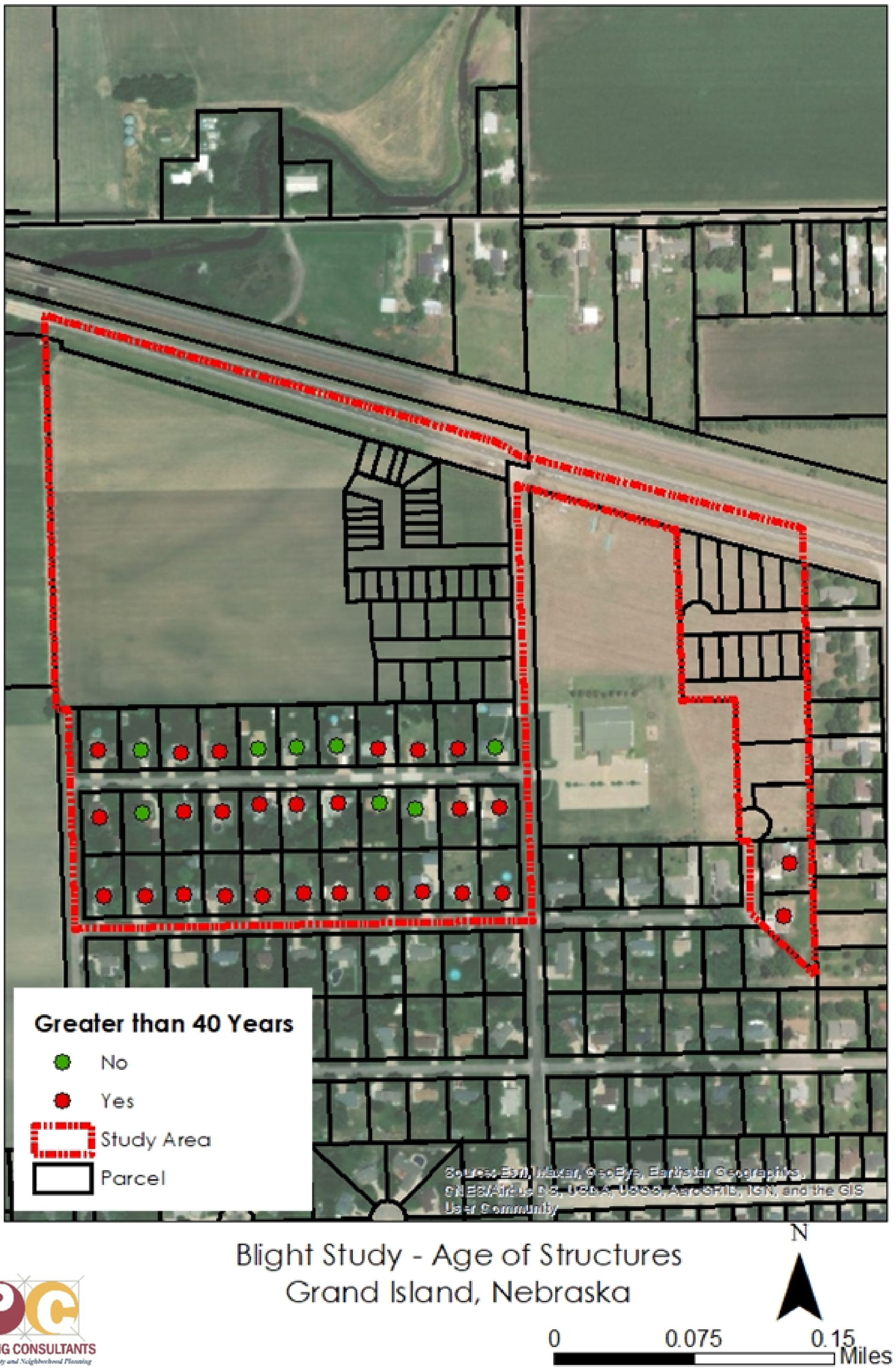
Source: Hall County Assessor's and Marvin Planning Consultants 2021

Age of Structure

Within the study area there are 35 primary structures. After researching the structural age on the Hall County Assessor's website, 27 (77.1%) units were determined to be 40 years of age or older.

However, when examining the age based upon a cumulative approach, as seen in Table 1 the average age of the primary structures is equal to 40.1 years; thus, meeting the requirements of the statutes. The age of the structures would be a direct contributing factor.

Figure 8
Age of Structures


Greater than 40 Years
● No
● Yes
Study Area
Parcel
N
0
0.075
0.15
Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Blight Study - Age of Structures
Grand Island, Nebraska

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Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- **Deterioration of site or other improvements**
    - Curb and gutter are missing throughout 100% of the study area.
    - Streets through the study area were of an average condition.
    - Sidewalks are missing within 100.0% of the entire study area.
- **Insanitary and Unsafe Conditions**
    - Lack of curb and gutter could lead to ponding of water. Water ponding can become a breeding ground for communicable diseases.

Criteria under Part B of the Blight Definition

The average age of the residential or commercial units in the area is at least forty years.

- 27 (77.1%) buildings or improvements were determined to be 40 years of age or older.
- The average age based upon a cumulative age calculation is 40.1 years.

These other criteria for Blight were present in the area:

- Diversity of Ownership

These other criteria for Blight were not present in the area, these included:

- Factors Which Are Impairing And/or Arresting Sound Growth
- Dangerous conditions to life or property due to fire or other causes.
- Faulty lot layout.
- Improper subdivision or obsolete platting.
- Stable or decreasing population based on the last two decennial censuses.
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title.
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Average Age of Structures

Average age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Hall County Assessor's website.

Table 2: Average Structural Age, By Method - 2021

Number	Year	Age	Cumulative
1	1977	44	44
1	1991	30	74
1	1977	44	118
1	1978	43	161
1	1991	30	191
1	1992	29	220
1	1994	27	247
1	1981	40	287
1	1977	44	331
1	1978	43	374
1	2007	14	388
1	1977	44	432
1	1992	29	461
1	1977	44	505
1	1977	44	549
1	1980	41	590
1	1977	44	634
1	1977	44	678
1	1993	28	706
1	1998	23	729
1	1977	44	773
1	1977	44	817
1	1975	46	863
1	1975	46	909
1	1976	45	954
1	1975	46	1,000
1	1977	44	1,044
1	1976	45	1,089
1	1976	45	1,134
1	1975	46	1,180
1	1975	46	1,226
1	1975	46	1,272
1	1974	47	1,319
1	1977	44	1,363
1	1979	42	1,405
35			**24,067**
			40.1

Source: Hall County Assessor's and Marvin Planning Consultants 2021

Age of Structures

Within the study area there are 35 primary structures. After researching the structural age on the Hall County Assessor's website, 27 (77.1%) units were determined to be 40 years of age or older.

However, when examining the age based upon a cumulative approach, as seen in Table 2 the average age of the primary structures is equal to 40.1 years; thus, meeting the requirements of the statutes. The age of the structures would be a direct contributing factor.

Substandard Summary

Nebraska State Statute requires that "*…an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;*"

Study Area #36 meets the defintion of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA #36

Blight Study Area #36 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Deterioration of site or other improvements.
- Average age of the residential or commercial units in the area is at least 40 years.
- Insanitary and Unsafe Conditions.

Substandard Conditions

- Average age of the structures in the area is at least 40 years.
- Diversity of Ownership

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item I-1

#2021-323 - Consideration of Approving Comprehensive Plan to Consider Proposed Changes to the Future Land Use Map for Property located West of Prairieview Street and North of Husker Highway

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

Staff Contact: Chad Nabity

RESOLUTION 2021-323

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Comprehensive Development Plan and associated figures and maps as prepared by the firm of JEO Consulting Group, Inc. of Wahoo, Nebraska; and

WHEREAS, an amendment to such plan is requested to change the future land use designation from “Manufacturing and “Low to Medium Density Residential" to “Mixed Use Manufacturing”, “Low to Medium Density Residential” and “Mixed Use Commercial” as shown on the attached map and

WHEREAS, such amendment was reviewed by the Regional Planning Commission on October 6, 2021, and a recommendation was forwarded to the City of Grand Island; and

WHEREAS, a public hearing was held on November 9, 2021 for the purpose of discussing such amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts an amendment to the Comprehensive Plan to change the intended future use of the property as shown on the attached map from “Manufacturing and “Low to Medium Density Residential" to “Mixed Use Manufacturing”, “Low to Medium Density Residential” and “Mixed Use Commercial”.

- - -

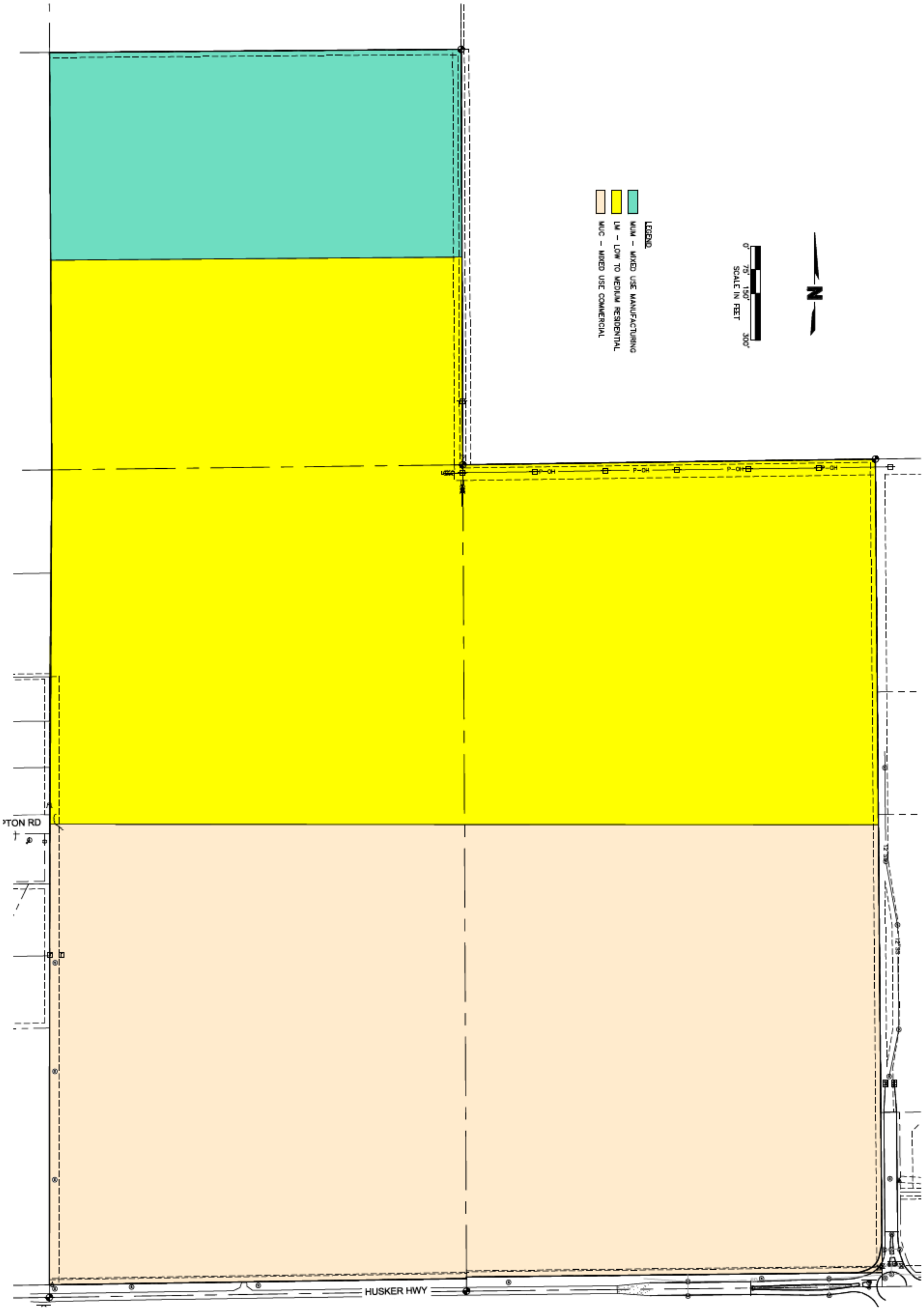
Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney


LEGEND
MUM – MIXED USE MANUFACTURING
LM – LOW TO MEDIUM RESIDENTIAL
MUC – MIXED USE COMMERCIAL
0' 75' 150' 300'
SCALE IN FEET
N
HUSKER HWY
TON RD

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item I-2

#2021-324 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 33 for Property located North of Husker Highway and West of Prairieview Street (Innate Development 2 LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2021-324

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 33 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property for mixed use residential and commercial purposes including necessary costs for acquisition, sitework and utility extensions and eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 33 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.

2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.

3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:

a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item I-3

#2021-325 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 32 for Property located South of Old Potash Highway and West of North Road (3MJR LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2021-325

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 32 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property for residential purposes including necessary costs for acquisition, sitework and utility extensions and eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 32 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.

2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.

3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:

a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item I-4

#2021-326 - Consideration of Approving Labor Agreement between the City of Grand Island and the Union Local No. 1597, I.B.E.W., A.F.L.-C.I.O. (Utilities Department)

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: November 9, 2021

Subject: Consideration of Approving Labor Agreement between the City Of Grand Island and the Union Local No. 1597, I.B.E.W., A.F.L.-C.I.O (Utilities Department)

Presenter(s): Aaron Schmid, Human Resources Director

Background

Thirty-nine job classifications in the Utilities Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local No. 1597. The current labor agreement expired as of midnight September 30, 2021. The City and the IBEW met to negotiate and have reached an agreement.

Discussion

The proposed labor agreement will run through September 30, 2024. A salary array was mutually conducted as part of the negotiations process. The changes that are proposed were primarily based on comparability studies from the salary array. A summary of changes are listed below and follow the order of the contract:

1. The agreement will be effective October 1, 2021 to September 30, 2024.
2. The Senior Meter Reader classification will be removed from the contract.
3. Language stating, “The hours of work shall be arranged in eight (8) hour periods” will be removed from the contract. The department utilizes a variety of shifts and hours.
4. Schedules with alternating 8 and 12 hour work shifts will include the classifications of Power Plant Operator and Senior Power Plant Operator.
5. Use of annual personal leave will be included in the calculation of overtime.
6. Add clarifying language to when meal allowances are granted.
7. Increase shift differential from \$0.25 to \$0.50 per hour for Dispatchers and Operators.
8. Revise how overtime is calculated for alternating shifts. Clarify how relief shifts are scheduled.
9. Include compensatory time language in the contract. This language will match the language found in the Wastewater Treatment Plant and Service/Clerical/Finance contracts.

10. Add language on how pay is administered during daylight savings time changes.
11. Add language regarding Mutual Aid and Storm Restoration. This section addresses response outside of the City of Grand Island Utilities Department service area.
12. Language was amended to clarify that premium pay will not be included in the calculation of overtime.
13. Add language to provide 12 hours of holiday pay if an employee is on a 12 hour shift.
14. Add language to provide 12 hours of annual personal leave if an employee is on a 12 hour shift.
15. Vacation usage will be allowed in tenths of an hour to accommodate payroll software.
16. Remove language requiring a five day minimum for vacation scheduling.
17. Remove secondary vacation scheduling from vacation planning.
18. Incorporate MOU on medical leave use for EEs immediate family member. Medical leave may be taken in 1/10th hour increments to accommodate ExecuTime.
19. Clarify bereavement leave to match SCF language.
20. Include language to allow Union to discuss union matters with the City Management.
21. 3% wage increase year 1 with individual adjustments based on survey results. 3% increases for years 2 and 3.

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 labor agreement between the City of Grand Island and the IBEW, Local No. 1597 (Utilities Department).

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the IBEW, Local No. 1597 (Utilities Department).

CITY OF GRAND ISLAND

and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

UTILITIES DEPARTMENT

October 1, ~~2017~~ 2021 through September 30, ~~2020~~2024

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AGREEMENT

THIS AGREEMENT, dated this ~~1st~~ day of ~~September 2017~~ October 2021, by and between the City of Grand Island (hereinafter referred to as the City), and Union Local No. 1597, I.B.E.W., A.F.L. - C.I.O. (hereinafter referred to as the Union). The provisions of this Agreement shall be effective from October 1, ~~2017~~ 2021 to September 30, 20~~20~~24.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union in entering this labor agreement is to promote harmonious relations between the employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The Union is hereby recognized as the Exclusive Bargaining Agent for the non-management employees of the Utilities Department without regard to their membership or non-membership in said Union. Nothing contained in this "exclusive representation" provision shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to expiration of this Agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union as such exclusive bargaining agent during the term of this Agreement. Non-management employees of the Utilities Department are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. CLASSES OF EMPLOYEES

Employees with regular status in the classification listed below are eligible for representation by the Union and all other classifications that may become eligible:

1. Administrative Assistant (Utilities)
2. Custodian
3. Electric Distribution Crew Chief
4. Electric Underground Crew Chief
5. Engineering Technician I
6. Engineering Technician II
7. Instrument Technician
8. Lineworker Apprentice
9. Lineworker First Class

10. Materials Handler
11. Meter Reader
12. Meter Technician
13. Power Dispatcher I
14. Power Dispatcher II
15. Power Plant Maintenance Mechanic
16. Power Plant Operator
17. Senior Engineering Technician
18. Senior Materials Handler

~~19. Senior Meter Reader~~
~~20.~~19. Senior Power Dispatcher
~~21.~~20. Senior Power Plant Operator
~~22.~~21. Senior Substation Technician
~~23.~~22. Senior Water Maintenance Worker
~~24.~~23. Substation Technician
~~25.~~24. Systems Technician
~~26.~~25. Tree Trim Crew Chief
~~27.~~26. Utilities Electrician
~~28.~~27. Utilities Groundsman
~~29.~~28. Utilities Secretary
~~30.~~29. Utility Technician
~~31.~~30. Utility Warehouse Clerk
~~32.~~31. Water Maintenance Worker
~~33.~~32. Wireworker I
~~34.~~33. Wireworker II

Represented employees are further defined to include all personnel of the Utilities Department, except management, and all new non-management classifications which may be created during the term of this contract. It is specifically intended by both parties hereto that any new additions in facilities to the Utilities Department, including coal fired power plants or any other generation facilities added to the Utilities Department, and all classifications in existence and any new classifications of job designations in said new facilities or existing facilities are within the bargaining unit jurisdiction and eligible for membership in the bargaining unit. Eligible Union employees shall not be affected by departmental changes.

Upon the addition of new classifications within the Utilities Department, the City through its designated representative shall meet to discuss the job description of the new classifications as prepared by the City and to determine whether or not such description indicates the position is of a supervisory nature. If such classification is non-management, an addendum will be prepared adding such classification to this Agreement. In the event of a temporary change of an employee to another job classification for a period of three (3) consecutive working days, or three (3) working days in one (1) work week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving to the next closest step in the new pay range that guarantees at least a three percent (3%) increase. Nothing in this provision shall require or limit the City from providing compensation for a temporary job reclassification for a period under three (3) days.

C. INTRODUCTORY PERIOD

New hire employees shall have a one (1) year introductory period during which they are not eligible for a step increase. Upon successful completion of the introductory period, new hire employees will be eligible for advancement to Step 3 if hired at Step 1. New hires are all employees, including City employees from other departments, hired by the Utilities Department.

Intra-Utility Department transfer employees shall serve a six (6) month introductory period. At the end of the introductory period, the employee will be evaluated to determine competency and whether an adjustment in pay status is merited.

ARTICLE II - HOURS OF WORK

A. WORK DAY

The City shall establish the work day. The work day may vary according to the special requirements of any division or program. The City shall establish hours of work for shift duty. ~~The hours of work shall be arranged in eight (8) hour periods.~~

The City ~~shall~~ may establish an alternating eight (8) and twelve (12) hour work shift for the Power Dispatcher I, ~~and~~Power Dispatcher II, Power Plant Operator and Senior Power Plant Operator classifications. The City shall further establish an alternating eight (8) and twelve (12) hour work shift for the Senior Power Dispatcher classification if necessary to cover open shifts.

B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall include paid medical leave, holidays, annual personal leave and vacation when calculating overtime.

~~Work schedules for employees scheduled to work alternating eight (8) and twelve (12) hour shifts shall be arranged to the greatest extent possible as:~~

1. ~~Four (4) consecutive twelve (12) hour work days followed by;~~
2. ~~Three (3) consecutive days off followed by;~~
3. ~~Three (3) consecutive twelve (12) hour work days followed by;~~
4. ~~Two (2) consecutive days off followed by;~~
5. ~~Four (4) consecutive eight (8) hour work days followed by;~~
6. ~~Two (2) consecutive days off followed by;~~
7. ~~Three (3) consecutive twelve (12) hour work days followed by;~~

8. ~~Three (3) consecutive days off followed by;~~
9. ~~Four (4) consecutive twelve (12) hour work days followed by;~~
10. ~~Seven (7) consecutive days off.~~

~~In the alternative and at the discretion of the City, alternating eight (8) and twelve (12) hour shifts may also be arranged as:~~

1. ~~Four (4) consecutive twelve (12) hour work days followed by;~~
2. ~~Three (3) consecutive days off followed by;~~
3. ~~Three (3) consecutive twelve (12) hour work days followed by;~~
4. ~~Two (2) consecutive days off followed by;~~
5. ~~Five (5) consecutive eight (8) hour work days followed by;~~
6. ~~Two (2) consecutive days off followed by;~~
7. ~~Four (4) consecutive eight (8) hour work days followed by;~~
8. ~~Two (2) consecutive days off followed by;~~
9. ~~Three (3) consecutive twelve (12) hour work days followed by;~~
10. ~~Three (3) consecutive days off followed by;~~
11. ~~Four (4) consecutive twelve (12) hour work days followed by;~~
12. ~~Seven (7) consecutive days off.~~

C. LUNCH PERIODS

The City shall establish the lunch periods. Non-shift workers shall be allowed up to one hour off, without pay, for a meal. An employee on a shift schedule will be allowed a thirty (30) minute lunch period during the shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

A meal allowance for actual cost, or up to $12.00 per meal, shall be granted for all employees if they are required to work two (2) hours unscheduled overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations.

D. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency, as may be determined by the City, shall be posted for all affected employees to see at least three (3) working days before the change is effective. If the majority of the shift workers want to re-arrange their shift schedule and can do so without cost to the City, their supervisor may reschedule their shifts accordingly. Shift workers may be permitted to trade working hours to attend to personal matters upon proper notification to their supervisor; provided, that the employees proposing to trade such hours are qualified to do each other's work, such trade is approved by their supervisor, and the trade will result in no additional cost to the City.

E. SHIFT DIFFERENTIAL

A shift differential of $0.~~25~~50 per hour shall be added to the base hourly rate for persons in the following employee classifications who work rotating shifts:

Power Dispatcher I
Power Dispatcher II
Power Plant Operator
Senior Power Dispatcher
Senior Power Plant Operator

F. OVERTIME AND COMPENSATORY TIME

All officially authorized work in excess of eight (8) hours a day or forty (40) hours a week or any non-scheduled work shall be designated overtime work for the purpose of compensation.

EMPLOYEES WORKING ALTERNATING EIGHT (8) AND TWELVE (12) HOUR SHIFTS:
All officially authorized work in excess of ~~the scheduled eight (8) or twelve (12)~~ forty (40) hours a week ~~day or eighty (80) hours during a two (2) week pay period~~ shall be compensated at the rate of one and one-half (1½) times the excess hours worked. Employees on eight hour rotation will not be relieved of duty for the week to avoid overtime. Employees may choose to finish the rotation or be relieved of duty.

Overtime work shall, whenever possible, be eliminated by rescheduling work, by utilizing part-time employees, or by setting up over-lapping shifts of work. Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.

2. Where a station must be manned and another employee is not available for work.

3. To provide essential services when such services cannot be provided by overlapping work schedules.

4. To carry on short-range projects in which the utilization of present employees is more advantageous to the agency than the hiring of additional personnel.

5. No employee shall be regularly scheduled to work over-time without the approval of the Chief Administrative Officer or by any Supervisor to whom the responsibility has been delegated.

6. Overtime work shall be authorized in advance except in cases of emergency by the Chief Administrative Officer or by any supervisor to whom the responsibility has been delegated.

7. All employees, except for employees working alternating eight (8) and twelve (12) hour shifts, who are required to work in excess of eight hours a day or forty hours a week shall be eligible for overtime compensation.

8. The rules of overtime shall be as follows:

a. Overtime work shall be accrued and compensated for in one-tenth (1/10) of an hour units.

b. Employees whose regularly scheduled work week includes Saturday or Sunday shall not be compensated for work on that day on an overtime basis unless their work day exceeds eight (8) hours, and only the hours of work in excess of eight (8) shall be considered over-time.

c. This article is not intended to be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

d. Except for employees working alternating eight (8) and twelve (12) hour shifts, overtime shall be computed on all hours worked in excess of eight (8) hours per regularly scheduled work day and over forty 40 hours per work week, and shall be paid at a one and one-half (1½) times the base rate, as modified by shift differential adjustment.

9. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may carry a maximum of not more than eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned. Compensatory time carried over to the new year will be used first. Compensatory time remaining at the end of this period shall be paid in cash. The employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

10. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

G. STAND-BY DUTY

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal work day.

a. The stand-by work week will run from Wednesday at 5:00 p.m. to the following Wednesday at 5:00 p.m.

b. A truck will be assigned to the employee who is assigned to this duty. The employee will keep this truck at home while on the duty.

c. The employee assigned to this duty may call upon the assigned foreman for additional employees when help is needed.

2. The compensation for stand-by duty will be eight hours at the employee's basic rate of pay as shown on the payroll on the Sunday during the employee's stand-by week. Any work performed on calls during hours, outside of the normal work week, shall be compensated for at the rate of time and one-half. Overtime for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen minutes prior to checking in for the job and to terminate fifteen minutes after checking out from the job.

3. The employee assigned to this duty shall be available by telephone or utility radio at all times under this assignment. Failure to be available or to make arrangements with another qualified duty employee who will be available either by telephone or utility radio shall make the employee ineligible for stand-by duty compensation for the pay period involved.

4. When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.

H. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the worksite, he or she shall be compensated as set forth above but the minimum compensation will be one hour instead of two.

I. DAYLIGHT SAVINGS TIME

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November in the United States. On the date DST begins, employees will be paid for actual hours worked (i.e. 7 hours for an 8 hour shift). Employees may use leave balances to supplement the hour missed due to the time change. On the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

J. MUTUAL AID AND STORM RESTORATION

Each employee working on storm restoration outside of the City of Grand Island Utilities Department service area shall be paid his or her normal hourly base rate, or the applicable overtime rate, for their first 16 hours or more of work. Upon returning to work after their initial rest period they will be paid at 150% of normal hourly rate for the first 8 hours of work (or the applicable overtime rate if greater), and at 200% for all hours after that for the duration of that work period. Upon returning to work after the second rest period, the employee shall be paid at 200% for each hour worked until all service has been restored or until the employee is no longer needed for storm restoration.

Mutual Aid job assignments shall be voluntary.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. RECOGNIZED HOLIDAYS

The following days shall be the recognized holidays, and followed in accordance with Nebraska Revised Statutes as amended:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

B. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. For shift workers, when a holiday falls on a scheduled day off the holiday will be observed on the nearest scheduled working day.

C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime. All hours in which an employee receives premium pay (such as holiday on) of at least one and one-half (1 ½) times the base rate will not be included in the computation of overtime.

In the event an employee is called to duty during a holiday that were not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

For employees working alternating eight (8) and twelve (12) hour shifts, the compensation for holidays which those employees did not work is ~~eight (8) hours~~ equal to the number of hours scheduled to work of regular pay.

For employees working alternating eight (8) and twelve (12) hour shifts, the credit for computing overtime pay for holidays which those employees did work is ~~eight (8) hours~~ equal to the number of hours scheduled to work.

Holidays will run from midnight to midnight for the calendar day the holiday falls on.

E. PERSONAL DAY

Personal Leave Days will be given to employees each year. Three personal leave days will be granted on October 1st and must be used by September 15th. Credit for each Personal Leave Day shall not exceed eight (8) hours regardless of the time length of the scheduled shift for any particular day. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1.

For employees working alternating eight (8) and twelve (12) hour shifts, the compensation for the use of a Personal Day shall be ~~eight (8) hours~~ equal to the number of hours scheduled to work of regular pay. Personal Leave Days may be taken at any time and must be taken in one whole day increments. The time selected by the employee must have the prior approval of the employee's supervisor.

ARTICLE IV - VACATIONS

A. ELIGIBILITY

All full-time employees of the bargaining unit who have been in the employ of the City continuously for six (6) months shall be eligible for vacation leave with pay with prior approval by the Department Director or supervisor.

B. AMOUNT AUTHORIZED

1. All employees will be eligible to take earned vacation after satisfactory completion of six (6) months of continuous service.

Authorized vacation leave shall be computed on the following basis:

a. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

b.	Years 2 through 4	Eighty (80) Hours
c.	Years 5 through 9	One Hundred Twenty-Five (125) Hours
d.	Years 10 through 14	One Hundred Thirty-Eight (138) Hours
e.	Years 15 through 19	One Hundred Sixty (160) Hours
f.	Years 20 through 24	One Hundred Eighty (180) Hours
g.	Years 25 +	Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six pay period year.

2. An employee will earn a prorated portion of vacation leave for pay periods in which the employee is paid for less than sixty (60) hours, including paid leave.

3. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay subject to paragraph 2 above.

4. The amount of vacation leave debited shall be the exact number of days or hours an employee is scheduled to work when leave is utilized. Vacation may be taken in one-tenth (1/10) hour increments.

C. VACATION SCHEDULE

~~1.~~ 1. Vacation leave shall be taken at a time convenient to and approved by the department director or supervisor. Vacations may be granted at the time requested by the employee. ~~While all eligible employees are encouraged to take two consecutive weeks of vacation each calendar year, when eligible, the City may grant shorter periods of vacation as needed or desired by employees.~~

~~2. Each employee shall take a minimum vacation of five consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.Employees working alternating eight (8) and twelve (12) hour shifts shall take a vacation of at least thirty-six (36) hours consisting of three (3) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.~~

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

Appointing authorities shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees ~~will have two~~ shall complete a prime vacation schedule~~s that will run consecutively~~.

~~1.~~ Prime Vacation Schedule: An employee may make one choice of a minimum of ~~five~~ one work day~~s~~ and a maximum of as many consecutive days as said employee has accrued vacation time. Vacation of greater than ~~five~~ two (~~5~~2) work days shall be consecutive work days so that only one block of vacation time is scheduled on the Prime Vacation Schedule. The Prime Vacation Schedule shall be completed by all employees in the affected job classification ~~before the Secondary Vacation Schedule is initiated for that classification~~ before January 31st and approved in a reasonable amount of time.

~~Employees working alternating eight (8) and twelve (12) hour shifts may make one (1) choice of a minimum of thirty-six (36) hours over three (3) consecutive days.~~
~~2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.~~

E. VACATION TIME CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination or retirement, an employee shall be paid for the unused portion of accumulated vacation leave.

ARTICLE V - MEDICAL LEAVE AND BEREAVEMENT LEAVE

A. WHEN AUTHORIZED FOR USE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.

2. For medical, dental or optical examination or treatment.

3. When an employee is exposed to a contagious disease, or the employee's attendance at duty may jeopardize the health of others.

4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. ~~\~~“Child” shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing “in loco parentis”. The term “household” refers to a domestic partner that the employee shares household finances with for a period of not less than one year.

B. ACCRUAL AND USE

Medical leave shall be credited to all regular status employees as follows:

1. One work day for each full calendar month of service.

2. An employee will earn a prorated portion of Medical leave for calendar months in which the employee is paid for less than 120 hours, including paid leave.

3. Medical leave shall not be granted in advance of accrual.

4. Leave without pay may be granted for sickness extending beyond the earned credits.

5. After twelve continuous months of service, accrued vacation leave credits may be used for Medical leave when Medical leave credits have been exhausted.

6. ~~The amount of Medical leave granted for necessary care of a sick member of an employee's immediate family or household shall not exceed thirty work days in any 12 month period.~~The amount of Medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of days or hours an employee is scheduled to work when Medical leave is utilized, provided, that Medical leave shall be debited in no less than one-~~half~~tenth (1/~~2~~10) hour units.

C. PROOF OF ILLNESS

An employee who is absent on Medical leave for more than three (3) days because of illness or that of a member of his or her family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the supervisor or

Department Director. The appointing authority may require this statement or proof for an absence chargeable to Medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or authorized representative may investigate any Medical leave taken by any employee. False or fraudulent use of Medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION OF ILLNESS

If a non-shift employee is absent for reasons that entitle the employee to Medical leave, the employee or a member of his or her household shall notify the employee's supervisor prior to thirty (30) minutes before the employee's scheduled work time. If the employee fails to notify his or her supervisor when it is reasonably possible to do so, no Medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave form to his or her supervisor. Shift workers are required to notify their supervisors two hours prior to scheduled work time.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate Medical leave to a maximum of 1,106 hours. All employees shall be paid for fifty-three percent (53%) of their accumulated Medical leave at the time of retirement or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid for fifty-three percent (53%) of their accumulated Medical leave at the time of such early retirement. The rate of compensation for such accumulated Medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable. The payout for this medical leave shall go to the employee’s Voluntary Employee Benefits Association (VEBA) account.

G. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year equal to the number of hours scheduled to work for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, nieces,~~ and~~ nephews and in-laws of the same relation. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days equal to the number of hours scheduled to work of paid bereavement leave for the death of an immediate family member or household which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee’s immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

~~For employees working alternating eight (8) and twelve (12) hour shifts, bereavement leave shall be granted to eligible employees for up to sixteen (16) hours per calendar year for non-immediate family members. Non-immediate family member shall mean, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to twenty four (24) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.~~

ARTICLE VI - MILITARY LEAVE

The provisions relating to military training leave are as provided by Nebraska Statutes.

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that, when the employee is a litigant or witness in non-employment related litigation, the employee shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service.

B. PROCEDURE

An employee who is called for compensable litigation witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement showing the actual time in attendance at court.

C. FEES

Fees received for compensable witness or jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof. No employee shall receive witness fees paid from City funds.

ARTICLE VIII - LEAVE WITHOUT PAY

A. WHEN AUTHORIZED

1. Leave without pay may be granted to an employee for any good cause or Union business when it is in the interest of the City to do so. The employee's interest shall be considered when his or her record of employment shows the employee to be of more than average value, and it is desirable to retain the employee even at some sacrifice. A Department Director may grant an employee leave without pay for 30 days time. Such leave may be extended for a period not to exceed one year by the Chief Administrative Officer. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances except for unpaid leave for Union business.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to his leave.

2. Vacation and Medical leave credits shall not be earned during leave without pay.

3. A leave without pay shall not constitute a break in service.

4. Leave without pay for more than thirty days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to return to introductory period on return from leave.

5. Failure to report promptly at the expiration of a leave of absence shall be considered resignation.

6. When all available leave is exhausted.

ARTICLE IX - TEMPORARY DISABILITY LEAVE

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted temporary disability leave to allow the employee to receive the equivalent of the employee’s net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee’s job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee’s job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS’ COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers’ Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers’ Compensation Act, no workers compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use Medical or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.

2. The employee shall retain all Workers Compensation payments following the initial waiting provisions as set forth above.

3. While on leave of any nature, the total net compensation paid to an employee, including salary, wages, workers’ compensation benefits, and leave pay collected from any other party (except the employee’s private insurance) shall not exceed the employee’s net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

D. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City’s payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury. The City reserves any other subrogation rights under Nebraska law.

E. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee’s medical leave bank.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused Medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period or extension and will be compensated for any unused medical leave as in the case of retirement.

F. LIGHT DUTY POLICY

The City may provide light duty work when possible for a defined period of time, not to exceed 150 days, for employees that are injured due to a work related situation. Employees will follow the City’s Light Duty Policy. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker’s compensation benefits with temporary disability leave or medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence immediately from the date of appropriate medical release.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action.

B. AUTHORIZED LEAVE FORM

Requests for leave must be entered into MUNIS indicating the kind of leave, duration and dates of departure and return. Requests must be approved prior to the taking of the leave. In the case of an unforeseen Medical leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - PENSION AND RETIREMENT PLAN

A. COVERAGE

The City agrees that the employees covered under this agreement are covered under the pension plan as adopted in Ordinance No. 4244, as amended.

B. AMENDMENTS

The City reserves the right to change the pension plan in accordance with existing and future statutes or federal legislation or regulations.

ARTICLE XII - RATES OF PAY FOR WORK PERFORMED

The Union and the City considered the following array of cities and utilities to determine negotiated salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Independence, Missouri; Hastings, Nebraska; Cedar Falls, Iowa, Loup Power and NPPD.

A. ~~2017 - 2018~~ 2021 – 2022 FISCAL YEAR

Rates of pay for the period October 1, ~~2017~~ 2021 through September 30, ~~2018~~ 2022 for work performed in the various classes of work under this agreement are set forth in Exhibit "A", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, ~~2017~~2021.

B. ~~2018 - 2019~~2022 – 2023 FISCAL YEAR

Rates of pay for the period October 1, 20~~18~~22 through September 30, 20~~19~~23 for work performed in the various classes of work under this agreement are set forth in Exhibit "B", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 20~~18~~22.

C. 20~~19~~23 – 202~~0~~4 FISCAL YEAR

Rates of pay for the period October 1, 20~~19~~23 through September 30, 202~~0~~4 for work performed in the various classes of work under this agreement are set forth in Exhibit "C", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 20~~19~~23.

D. FUTURE CHANGES IN RATES OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The I.B.E.W. acknowledges that the City must comply with the Nebraska Budget Act.

E. PAY PLAN

1. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary.

Step of Hire	Entry Level;
Next Step	Upon the successful completion of six months of service by an intra-Utility Department transfer employee;
Next Step 3	Upon the successful completion of six months of service by an intra-Utility Department transfer employee; OR Upon successful completion of one year of service by a new hire employee;
Remaining Steps	Upon successful completion of the anniversary of the employee’s hire date or the anniversary date of the employee’s promotion or demotion.

The classification of Lineworker 1st Class may move through steps 1 through 8 in six (6) month intervals upon successful completion of the step.

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees shall be effective on the first day of a pay period falling on or immediately after such adjustment. The first classification anniversary following such adjustment shall be used for the computation of the merit step increases for employees advanced to Step 4 or higher.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than cost of living increases, an employee must receive at least a satisfactory rating during the first year of employment, or first year in a new position. Thereafter, to receive increases in pay, other than cost-of-living increases, an employee must receive a rating above satisfactory. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees receiving the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

ARTICLE XIII - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Employees shall conduct themselves at all times in a manner which reflects credit on the City. Employees shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of their impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join, or refrain from joining, this Union.

2. This Union shall not exert pressures on any employee to join it.

3. The Union shall continue the practice of non-discrimination in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.

4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the Union steward may be present if the employee so requests.

C. DISCIPLINARY ACTION

Any disciplinary action taken in accordance with State Statutes covering employees under this Agreement shall be governed by the grievance procedures set out in such Statutes.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the ~~Personnel~~ Human Resources Director within three (3) work days after the decision of the Department Director. The ~~Personnel~~ Human Resources Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration board. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

B. PRESENTATION

All grievances shall be presented by the employee in person. The employee may designate another person to assist in preparing and presenting the grievance. An employee and his or her designated representative shall obtain the permission of their immediate supervisor before leaving the job site to prepare or present a grievance.

C. VIOLATION BY UNION

If the City believes that this Agreement is being violated by the Union, the Chief Administrative Officer or his or her designated representative will contact the Chief Officer of the local Union. If the City is not satisfied with the results of its contract with the Union as pertinent to the alleged violation it will take action in accordance with the provisions of the Nebraska Statutes.

ARTICLE XV - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to non-union City employees under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

B. LIFE INSURANCE

The City will provide a $50,000 term life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional term insurance as provided by the plan. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. An employee who is on an approved leave of absence without pay will not be removed from coverage under the City's hospitalization and medical insurance plan.

2. The employee will be required to pay to the City the premium on the life insurance policy and medical insurance during his or her leave of absence without pay.

D. PROTECTIVE CLOTHING

1. The Department Director of the Utilities Department shall determine what uniforms and protective clothing shall be required and furnished to employees.

2. The City will pay sixty per cent (60%) of the actual cost of providing and cleaning protective clothing as referred to in the Injury Prevention Program. The employee shall pay forty per cent (40%) of said cost. All classifications shall be eligible for the 60/40 boot allowance.

3. The Union President or his/her designee shall meet periodically with the Safety Director of the City's Utility Department.

4. The IBEW shall be entitled to designate at least one member to any safety committee required under Nebraska law. Employee members shall not be selected by the employer but shall be selected pursuant to procedures prescribed in rules and regulations adopted and promulgated by the Commissioner of Labor.

5. Employees who are required to wear fire retardant (F.R.) clothing will be eligible for an annual stipend to purchase or rent required uniforms as set forth below in lieu of provisions outlined in Article XV, D. 2. Requirements detailing when F.R. clothing is to be worn to perform work duties will be determined by the Injury Prevention Program under the Arc Flash Protective Clothing policy. The employee will be reimbursed for said purchases with a receipt that shows proof of purchase. New employees, who are required to wear F.R. full clothing, as determined by the Department Director, will be reimbursed up to $1200 for the purchase of required F.R. clothing. Any employee who receives reimbursement and leaves the City within six months of the reimbursement will be required to return said reimbursement on a pro-rated basis.

Classifications Requiring Full F.R. Will Follow a Recurring Reimbursement Schedule:

• Year 1:	$700 ($1,200 for New Hires)
• Year 2:	$700

- Year 3: $1,000
- Employees may purchase and/or rent F.R. clothing and F.R. winter gear using the allowance.

Classifications Requiring Partial F.R.:

- Year 1 and every subsequent year: $350
- Employees may purchase and/or rent F.R. clothing using the allowance.
- These classifications may also participate in the 60/40 winter weather clothing.

E. MILEAGE PAID FOR USE OF PRIVATE VEHICLES

The City agrees to pay employees for the approved use of their personal automobile in the performance of their duties at the rate provided by Neb. Rev. Stat. § 81-1176, as amended.

F. TRAVEL TIME REIMBURSEMENT

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

G. MEDICAL INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining medical and dental insurance.

H. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Twenty and No/100 Dollars ($20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVI - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTERESTS OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its administrator, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the code of the City of Grand Island.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate the Utilities Department and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

1. Discipline or discharge for just cause.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the Utility.
5. Determine the methods, means, number of personnel needed to carry out the Utility's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees.
9. Contract out for goods or service.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Union. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

F. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

G. MATTERS NOT MENTIONED

The rights of the employees are encompassed within this Agreement. Any and all matters not specifically mentioned in this Agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1) shall not be subject to grievance proceedings or negotiation during the life of this Agreement. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect hereafter not in conflict with this contract are by this reference made a part of this Agreement.

ARTICLE XVII - OPERATIONS, SALES, MERGERS, DISSOLUTION

A. SALE OF FACILITIES OR OPERATIONS

This agreement shall not in any manner prevent the City from selling any part of or all of the Utilities' facilities and/or operations to others.

B. LEASE OF FACILITIES OR OPERATIONS

This agreement shall not in any manner prevent the City from leasing any part of or all of the Utilities' facilities and/or operations to others.

C. MERGING FACILITIES OR OPERATIONS

This agreement shall not in any manner prevent the City from merging any part of or all of the Utilities' facilities and/or operations with other utilities.

D. CEASING OPERATIONS

This agreement shall not in any manner prevent the City from ceasing any part of or all of its Utilities' operation at any time.

E. PAYMENT OF ACCRUED LEAVE

In the event of a sale, transfer, merger, or cessation of utility operations, or any part thereof, those employees affected shall be paid at the time of sale, transfer, merger or cessation, compensation representing total accrued vacation leave unless the employee transfers to another city department.

ARTICLE XVIII - STRIKES AND LOCKOUTS

A. STRIKES

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The Union shall at all times keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without Union authorization, the Union shall notify the City of the facts involved with the incident. No employee may miss work because he or she fails or refuses to cross a picket line on any City premises. Any or all employees who violate any of the provisions of this Article without Union sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XIX - GENERAL PROVISIONS

A. SOLICITATION OF UNION BUSINESS

1. No non-employee representative of the Union shall be permitted to come on the premises of the Utilities Department for any reason without first presenting his or her credentials to the Chief Administrative Officer or his or her authorized representative and obtaining permission to come on the premises of the Utilities Department.

2. The Union agrees that it, or its representatives, shall not solicit members in the Union, or otherwise carry on Union activities while the employees concerned are on City time.

B. SOLICITATION FOR A NON-PROFIT ORGANIZATION

When the City is, in cooperation with a non-profit organization, seeking contributions from its employees of the bargaining unit, such solicitation shall be coordinated with Union representatives, and Union representatives shall be responsible for approaching members of the unit for purposes of acquiring pledges or contributions.

C. EMPLOYEE RIGHTS TO UNION MEMBERSHIP

The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

The City agrees to allow the Union access to new hires within the Utility Department for up to thirty (30) minutes ~~during orientation~~ upon hire.

D. DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted shall be demoted to the classification from which promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

E. BULLETIN BOARDS ON CITY PREMISES

The Union shall have the right to mount bulletin boards at its own expense at each office or plant location. The location, number, and construction of such bulletin boards, however, shall be subject to the approval of the City. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union, such as:

a. Meetings

b. Nominations and elections of Union officers

c. Results of Union elections

d. Appointments to Union offices and committees

e. Social or recreational affairs

f. Agreements made between the Union and the Company

g. Joint announcements of letters issued by the Union and the City, or

h. Other items as approved by Human Resources Director of the City.

F. SENIORITY, PROMOTION, LAYOFF - PROCEDURE

1. SENIORITY. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's introductory period.

2. PROMOTION. Promotion shall be accomplished utilizing testing procedures and performance evaluations. When two or more employees are equally qualified for promotion, seniority shall become a deciding factor.

3. LAYOFF. If needed, layoff shall be accomplished in accordance with management's right to maintain proper city services concerning job classifications. Layoffs within a job classification shall be by seniority, least senior being laid off first.

G. RESIDENCY

All employees of the Utilities Department are required to reside within the limits as outlined on Exhibit “D”, attached hereto and made a part hereof by reference. Employees shall establish residency within area as set forth in Exhibit “D” within six months after the calendar day of commencement of employment and shall maintain such residency during the term of employment.

H. UNION TIME

The City will allow Union Officers, and members of the negotiation, retirement and safety committees (only) to use City email, City interoffice mail, and on-duty time for face-to-face conversations and phone calls to discuss Union matters with Human Resources, City Administration and Department Directors or designees. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and Department Directors or designees.

ARTICLE XX - DURATION OF CONTRACT

A. RIGHTS ON TERMINATION

All of the terms, rights, obligations, benefits and conditions of this Agreement will expire on its termination.

B. TERM

This Agreement shall continue in full force and effect from its effective date through September 30, 20~~20~~24 provided:

1. Either party may re-open this Agreement between October 1 and October 30 of any year in which the City does not adopt a budget statement and appropriation ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties. Negotiations shall be limited to rates of pay and fringe benefits and shall be completed by November 30. Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

2. Negotiations for a new agreement to take effect upon the termination of this Agreement may begin on January 1 of the year of termination of this Agreement with an expectation that they begin no later than February 1, of that year, and with an expectation that they be completed by May 30, of that year, for budget preparation purposes.

ARTICLE XXI - PAYROLL DEDUCTION OF UNION DUES

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City Utility operations.

ARTICLE XXII - SEVERABILITY

If any of the provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIV - C. I. R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 20~~17~~21 through September 30, 20~~20~~24.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY______________________________________
ROGER G. STEELE, MAYOR

ATTEST________________________________ Dated__________________
RANAE EDWARDS, CITY CLERK

I.B.E.W. LOCAL No. 1597

BY______________________________________ Dated__________________
PRESIDENT LOCAL No. 1597

____
CHIEF STEWARD LOCAL No. 1597

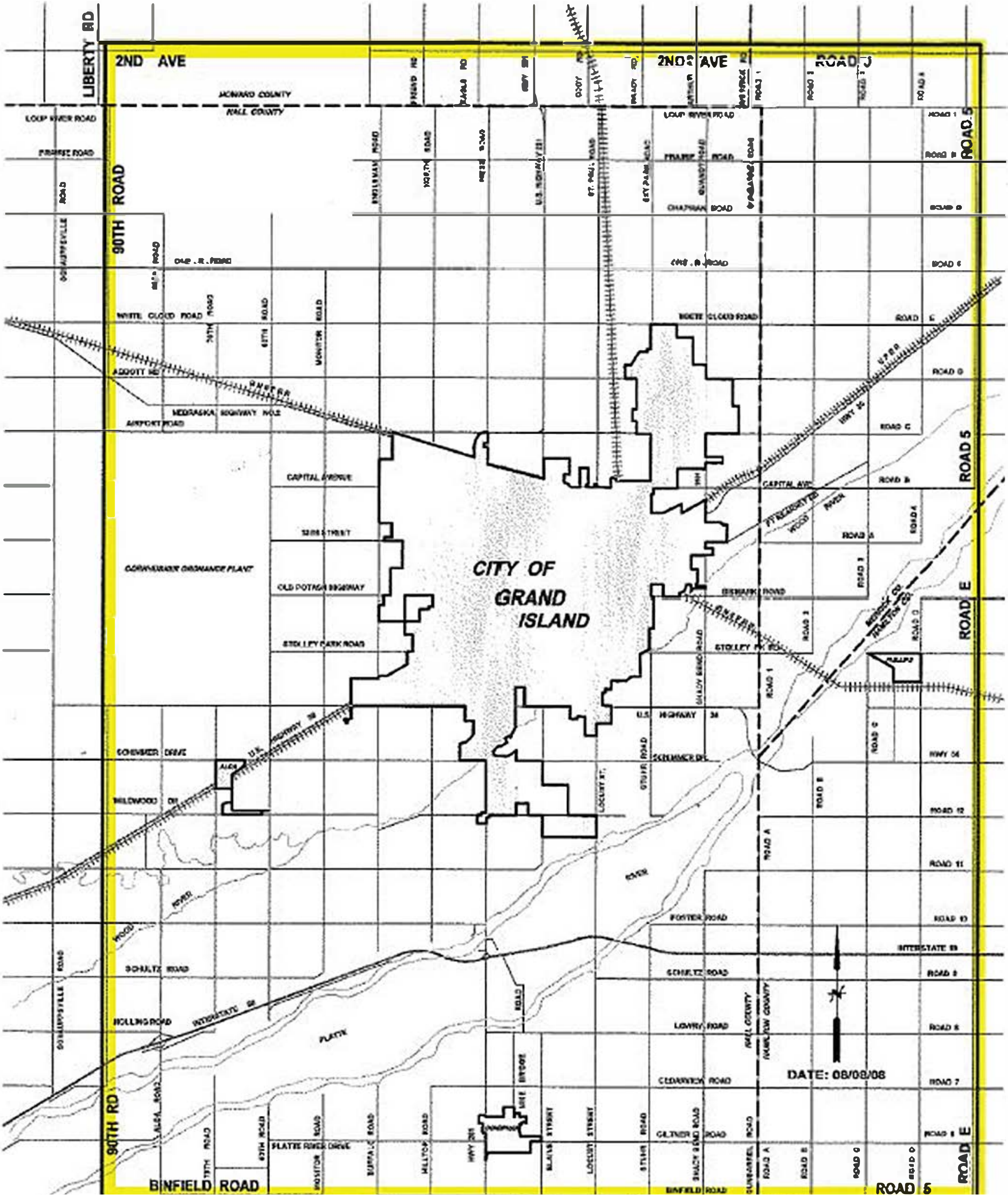
LIBERTY RD
2ND AVE
2ND AVE
HOWARD COUNTY
HALL COUNTY
LOUP RIVER ROAD
PRAIRIE ROAD
90TH ROAD
WHITE CLOUD ROAD
ABBOTT RD
NEBRASKA HIGHWAY NO.2
AIRPORT ROAD
CAPITAL AVENUE
OLD POTASH HIGHWAY
STOLLEY PARK ROAD
CORNHUSKER ORDNANCE PLANT
CITY OF
GRAND
ISLAND
U.S. HIGHWAY 30
SCHIMMER DRIVE
WILDWOOD DR
U.S. HIGHWAY 34
CHAPMAN ROAD
BISMARK ROAD
STOLLEY PK RD
WOOD RIVER
PLATTE
RIVER
FOSTER ROAD
INTERSTATE 80
SCHULTZ ROAD
HOLLING ROAD
LOWRY ROAD
CEDARVIEW ROAD
GILTNER ROAD
PLATTE RIVER DRIVE
BINFIELD ROAD
HALL COUNTY
HAMILTON COUNTY
90TH RD
ROAD 5
ROAD E
DATE: 08/08/08

EXHIBIT A

IBEW UTILITIES SALARY TABLE - FY 2021 2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST-UTLY	**HOURLY**	22.3876	23.4681	24.6007	25.7881	27.0327	28.3374	29.7050	31.1427
8001	**PERIOD**	1,791.01	1,877.45	1,968.06	2,063.05	2,162.62	2,266.99	2,376.40	2,491.42
	MONTHLY	3,880.52	4,067.81	4,264.13	4,469.94	4,685.68	4,911.81	5,148.87	5,398.08
	ANNUAL	46,566.26	48,813.70	51,169.56	53,639.30	56,228.12	58,941.74	61,786.40	64,776.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-PCC	**HOURLY**	17.3168	17.8700	18.4408	19.0298	19.6377	20.2650	20.9123	21.5822
8005	**PERIOD**	1,385.34	1,429.60	1,475.26	1,522.38	1,571.02	1,621.20	1,672.98	1,726.58
	MONTHLY	3,001.57	3,097.47	3,196.40	3,298.49	3,403.88	3,512.60	3,624.79	3,740.92
	ANNUAL	36,018.84	37,169.60	38,356.76	39,581.88	40,846.52	42,151.20	43,497.48	44,891.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-PGS	**HOURLY**	17.3168	17.8700	18.4408	19.0298	19.6377	20.2650	20.9123	21.5822
8006	**PERIOD**	1,385.34	1,429.60	1,475.26	1,522.38	1,571.02	1,621.20	1,672.98	1,726.58
	MONTHLY	3,001.57	3,097.47	3,196.40	3,298.49	3,403.88	3,512.60	3,624.79	3,740.92
	ANNUAL	36,018.84	37,169.60	38,356.76	39,581.88	40,846.52	42,151.20	43,497.48	44,891.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC UNDGR CREWC	**HOURLY**	38.9666	40.4806	42.0534	43.6873	45.3847	47.1481	48.9799	50.8883
8010	**PERIOD**	3,117.33	3,238.45	3,364.27	3,494.98	3,630.78	3,771.85	3,918.39	4,071.06
	MONTHLY	6,754.22	7,016.64	7,289.25	7,572.46	7,866.69	8,172.34	8,489.85	8,820.63
	ANNUAL	81,050.58	84,199.70	87,471.02	90,869.48	94,400.28	98,068.10	101,878.14	105,847.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC DSTRB CREWC	**HOURLY**	38.9666	40.4806	42.0534	43.6873	45.3847	47.1481	48.9799	50.8883
8011	**PERIOD**	3,117.33	3,238.45	3,364.27	3,494.98	3,630.78	3,771.85	3,918.39	4,071.06
	MONTHLY	6,754.22	7,016.64	7,289.25	7,572.46	7,866.69	8,172.34	8,489.85	8,820.63
	ANNUAL	81,050.58	84,199.70	87,471.02	90,869.48	94,400.28	98,068.10	101,878.14	105,847.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH I	**HOURLY**	26.1591	27.1100	28.0955	29.1168	30.1753	31.2722	32.4090	33.5904
8020	**PERIOD**	2,092.73	2,168.80	2,247.64	2,329.34	2,414.02	2,501.78	2,592.72	2,687.23
	MONTHLY	4,534.25	4,699.07	4,869.89	5,046.90	5,230.38	5,420.52	5,617.56	5,822.33
	ANNUAL	54,410.98	56,388.80	58,438.64	60,562.84	62,764.52	65,046.28	67,410.72	69,867.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH II	**HOURLY**	32.4526	33.6768	34.9471	36.2654	37.6334	39.0530	40.5261	42.0591
8025	**PERIOD**	2,596.21	2,694.14	2,795.77	2,901.23	3,010.67	3,124.24	3,242.09	3,364.73
	MONTHLY	5,625.12	5,837.30	6,057.50	6,286.00	6,523.12	6,769.19	7,024.53	7,290.25
	ANNUAL	67,501.46	70,047.64	72,690.02	75,431.98	78,277.42	81,230.24	84,294.34	87,482.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
INSTRUMENT TECH	**HOURLY**	37.0707	38.3784	39.7322	41.1338	42.5848	44.0870	45.6422	47.2568
8035	**PERIOD**	2,965.66	3,070.27	3,178.58	3,290.70	3,406.78	3,526.96	3,651.38	3,780.54
	MONTHLY	6,425.60	6,652.25	6,886.92	7,129.85	7,381.36	7,641.75	7,911.32	8,191.17
	ANNUAL	77,107.16	79,827.02	82,643.08	85,558.20	88,576.28	91,700.96	94,935.88	98,294.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LINEWRKR APPREN	**HOURLY**	27.7882	29.1180	30.5114	31.9715	33.5015	35.1047	36.7846	38.5498
8040	**PERIOD**	2,223.06	2,329.44	2,440.91	2,557.72	2,680.12	2,808.38	2,942.77	3,083.98
	MONTHLY	4,816.63	5,047.12	5,288.64	5,541.73	5,806.93	6,084.82	6,376.00	6,681.96
	ANNUAL	57,799.56	60,565.44	63,463.66	66,500.72	69,683.12	73,017.88	76,512.02	80,183.48

EXHIBIT A

IBEW UTILITIES SALARY TABLE - FY 2021 2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LNWKR 1ST CLASS	**HOURLY**	35.4013	36.4851	37.6021	38.7532	39.9396	41.1624	42.4225	43.7249
8045	**PERIOD**	2,832.10	2,918.81	3,008.17	3,100.26	3,195.17	3,292.99	3,393.80	3,497.99
	MONTHLY	6,136.22	6,324.09	6,517.70	6,717.23	6,922.87	7,134.81	7,353.23	7,578.98
	ANNUAL	73,634.60	75,889.06	78,212.42	80,606.76	83,074.42	85,617.74	88,238.80	90,947.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MATERIALS HNDLR	**HOURLY**	31.0070	32.0897	33.2103	34.3700	35.5702	36.8123	38.0977	39.4318
8055	**PERIOD**	2,480.56	2,567.18	2,656.82	2,749.60	2,845.62	2,944.98	3,047.82	3,154.54
	MONTHLY	5,374.55	5,562.22	5,756.44	5,957.47	6,165.51	6,380.79	6,603.61	6,834.84
	ANNUAL	64,494.56	66,746.68	69,077.32	71,489.60	73,986.12	76,569.48	79,243.32	82,018.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
METER READER	**HOURLY**	24.1758	24.9560	25.7614	26.5927	27.4509	28.3368	29.2513	30.1979
8057	**PERIOD**	1,934.06	1,996.48	2,060.91	2,127.42	2,196.07	2,266.94	2,340.10	2,415.83
	MONTHLY	4,190.46	4,325.71	4,465.31	4,609.41	4,758.15	4,911.70	5,070.22	5,234.30
	ANNUAL	50,285.56	51,908.48	53,583.66	55,312.92	57,097.82	58,940.44	60,842.60	62,811.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
METER TECH	**HOURLY**	33.2499	33.8579	34.4770	35.1074	35.7493	36.4030	37.0686	37.7483
8060	**PERIOD**	2,659.99	2,708.63	2,758.16	2,808.59	2,859.94	2,912.24	2,965.49	3,019.86
	MONTHLY	5,763.31	5,868.70	5,976.01	6,085.28	6,196.54	6,309.85	6,425.23	6,543.03
	ANNUAL	69,159.74	70,424.38	71,712.16	73,023.34	74,358.44	75,718.24	77,102.74	78,516.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR DISPATCH I	**HOURLY**	36.1020	37.2307	38.3947	39.5951	40.8330	42.1097	43.4262	44.7877
8070	**PERIOD**	2,888.16	2,978.46	3,071.58	3,167.61	3,266.64	3,368.78	3,474.10	3,583.02
	MONTHLY	6,257.68	6,453.33	6,655.09	6,863.16	7,077.72	7,299.02	7,527.22	7,763.21
	ANNUAL	75,092.16	77,439.96	79,861.08	82,357.86	84,932.64	87,588.28	90,326.60	93,158.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR DISPATCH II	**HOURLY**	40.2854	41.6328	43.0252	44.4642	45.9513	47.4882	49.0764	50.7224
8075	**PERIOD**	3,222.83	3,330.62	3,442.02	3,557.14	3,676.10	3,799.06	3,926.11	4,057.79
	MONTHLY	6,982.80	7,216.34	7,457.71	7,707.14	7,964.88	8,231.30	8,506.57	8,791.88
	ANNUAL	83,793.58	86,596.12	89,492.52	92,485.64	95,578.60	98,775.56	102,078.86	105,502.54

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP MAINT MCHPGS	**HOURLY**	34.6092	35.6753	36.7743	37.9071	39.0748	40.2785	41.5193	42.8018
8080	**PERIOD**	2,768.74	2,854.02	2,941.94	3,032.57	3,125.98	3,222.28	3,321.54	3,424.14
	MONTHLY	5,998.94	6,183.71	6,374.20	6,570.57	6,772.96	6,981.61	7,196.67	7,418.97
	ANNUAL	71,987.24	74,204.52	76,490.44	78,846.82	81,275.48	83,779.28	86,360.04	89,027.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP MAINT MCHBUR	**HOURLY**	34.6092	35.6753	36.7743	37.9071	39.0748	40.2785	41.5193	42.8018
8081	**PERIOD**	2,768.74	2,854.02	2,941.94	3,032.57	3,125.98	3,222.28	3,321.54	3,424.14
	MONTHLY	5,998.94	6,183.71	6,374.20	6,570.57	6,772.96	6,981.61	7,196.67	7,418.97
	ANNUAL	71,987.24	74,204.52	76,490.44	78,846.82	81,275.48	83,779.28	86,360.04	89,027.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR PLT OPR PGS	**HOURLY**	37.8075	38.6175	39.4449	40.2899	41.1531	42.0348	42.9354	43.8578
8090	**PERIOD**	3,024.60	3,089.40	3,155.59	3,223.19	3,292.25	3,362.78	3,434.83	3,508.62
	MONTHLY	6,553.30	6,693.70	6,837.11	6,983.58	7,133.21	7,286.02	7,442.13	7,602.01
	ANNUAL	78,639.60	80,324.40	82,045.34	83,802.94	85,598.50	87,432.28	89,305.58	91,224.12

EXHIBIT A

IBEW UTILITIES SALARY TABLE - FY 2021 2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR MATERIAL HDL	HOURLY	35.4941	37.1892	38.9652	40.8260	42.7757	44.8185	46.9588	49.2077
8100	PERIOD	2,839.53	2,975.14	3,117.22	3,266.08	3,422.06	3,585.48	3,756.70	3,936.62
	MONTHLY	6,152.32	6,446.14	6,753.98	7,076.51	7,414.46	7,768.54	8,139.52	8,529.34
	ANNUAL	73,827.78	77,353.64	81,047.72	84,918.08	88,973.56	93,222.48	97,674.20	102,352.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR PWR DISPATCH	HOURLY	46.4846	47.7370	49.0232	50.3440	51.7004	53.0934	54.5239	55.9970
8105	PERIOD	3,718.77	3,818.96	3,921.86	4,027.52	4,136.03	4,247.47	4,361.91	4,479.76
	MONTHLY	8,057.34	8,274.41	8,497.36	8,726.29	8,961.40	9,202.85	9,450.81	9,706.15
	ANNUAL	96,688.02	99,292.96	101,968.36	104,715.52	107,536.78	110,434.22	113,409.66	116,473.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR PWR PLT OPER	HOURLY	43.5085	44.4365	45.3842	46.3522	47.3408	48.3504	49.3817	50.4378
8110	PERIOD	3,480.68	3,554.92	3,630.74	3,708.18	3,787.26	3,868.03	3,950.54	4,035.02
	MONTHLY	7,541.47	7,702.33	7,866.60	8,034.39	8,205.73	8,380.73	8,559.50	8,742.54
	ANNUAL	90,497.68	92,427.92	94,399.24	96,412.68	98,468.76	100,568.78	102,714.04	104,910.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR WTR MTN WRKR	HOURLY	26.9446	28.0757	29.2543	30.4824	31.7621	33.0954	34.4848	35.9365
8120	PERIOD	2,155.57	2,246.06	2,340.34	2,438.59	2,540.97	2,647.63	2,758.78	2,874.92
	MONTHLY	4,670.40	4,866.46	5,070.74	5,283.61	5,505.44	5,736.53	5,977.36	6,228.99
	ANNUAL	56,044.82	58,397.56	60,848.84	63,403.34	66,065.22	68,838.38	71,728.28	74,747.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ENG TECH	HOURLY	36.0782	37.2361	38.4312	39.6646	40.9376	42.2514	43.6075	45.0109
8125	PERIOD	2,886.26	2,978.89	3,074.50	3,173.17	3,275.01	3,380.11	3,488.60	3,600.87
	MONTHLY	6,253.56	6,454.26	6,661.42	6,875.20	7,095.86	7,323.57	7,558.63	7,801.89
	ANNUAL	75,042.76	77,451.14	79,937.00	82,502.42	85,150.26	87,882.86	90,703.60	93,622.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR SUBSTA TECH	HOURLY	39.6994	40.5800	41.4801	42.4002	43.3407	44.3021	45.2848	46.2921
8130	PERIOD	3,175.95	3,246.40	3,318.41	3,392.02	3,467.26	3,544.17	3,622.78	3,703.37
	MONTHLY	6,881.23	7,033.87	7,189.89	7,349.38	7,512.40	7,679.04	7,849.36	8,023.97
	ANNUAL	82,574.70	84,406.40	86,278.66	88,192.52	90,148.76	92,148.42	94,192.28	96,287.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SUBSTA TECH	HOURLY	39.5895	40.2521	40.9258	41.6107	42.3072	43.0153	43.7352	44.4692
8135	PERIOD	3,167.16	3,220.17	3,274.06	3,328.86	3,384.58	3,441.22	3,498.82	3,557.54
	MONTHLY	6,862.18	6,977.04	7,093.80	7,212.53	7,333.26	7,455.98	7,580.78	7,708.00
	ANNUAL	82,346.16	83,724.42	85,125.56	86,550.36	87,999.08	89,471.72	90,969.32	92,496.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEM TECH-PCC	HOURLY	41.5793	42.2656	42.9633	43.6725	44.3934	45.1262	45.8710	46.6303
8140	PERIOD	3,326.34	3,381.25	3,437.06	3,493.80	3,551.47	3,610.10	3,669.68	3,730.42
	MONTHLY	7,207.07	7,326.04	7,446.96	7,569.90	7,694.85	7,821.88	7,950.97	8,082.58
	ANNUAL	86,484.84	87,912.50	89,363.56	90,838.80	92,338.22	93,862.60	95,411.68	96,990.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEM TECH-PGS	HOURLY	41.5793	42.2656	42.9633	43.6725	44.3934	45.1262	45.8710	46.6303
8141	PERIOD	3,326.34	3,381.25	3,437.06	3,493.80	3,551.47	3,610.10	3,669.68	3,730.42
	MONTHLY	7,207.07	7,326.04	7,446.96	7,569.90	7,694.85	7,821.88	7,950.97	8,082.58
	ANNUAL	86,484.84	87,912.50	89,363.56	90,838.80	92,338.22	93,862.60	95,411.68	96,990.92

EXHIBIT A

IBEW UTILITIES SALARY TABLE - FY 2021 2022

EXHIBIT A

IBEW UTILITIES SALARY TABLE - FY 2021 2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
TREE TRIM CR CH	**HOURLY**	35.6425	36.8260	38.0488	39.3122	40.6175	41.9662	43.3597	44.8034
8145	**PERIOD**	2,851.40	2,946.08	3,043.90	3,144.98	3,249.40	3,357.30	3,468.78	3,584.27
	MONTHLY	6,178.03	6,383.17	6,595.12	6,814.12	7,040.37	7,274.15	7,515.69	7,765.92
	ANNUAL	74,136.40	76,598.08	79,141.40	81,769.48	84,484.40	87,289.80	90,188.28	93,191.02

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR PLT OPR BUR	**HOURLY**	37.8075	38.6175	39.4449	40.2899	41.1531	42.0348	42.9354	43.8578
8150	**PERIOD**	3,024.60	3,089.40	3,155.59	3,223.19	3,292.25	3,362.78	3,434.83	3,508.62
	MONTHLY	6,553.30	6,693.70	6,837.11	6,983.58	7,133.21	7,286.02	7,442.13	7,602.01
	ANNUAL	78,639.60	80,324.40	82,045.34	83,802.94	85,598.50	87,432.28	89,305.58	91,224.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTLY GROUNDSMAN	**HOURLY**	24.4206	25.2435	26.0942	26.9735	27.8824	28.8220	29.7932	30.8000
8152	**PERIOD**	1,953.65	2,019.48	2,087.54	2,157.88	2,230.59	2,305.76	2,383.46	2,464.00
	MONTHLY	4,232.91	4,375.54	4,523.00	4,675.41	4,832.95	4,995.81	5,164.16	5,338.67
	ANNUAL	50,794.90	52,506.48	54,276.04	56,104.88	57,995.34	59,949.76	61,969.96	64,064.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL ELECTRICIAN	**HOURLY**	34.6685	35.8807	37.1352	38.4337	39.7775	41.1683	42.6078	44.1017
8155	**PERIOD**	2,773.48	2,870.46	2,970.82	3,074.70	3,182.20	3,293.46	3,408.62	3,528.14
	MONTHLY	6,009.21	6,219.33	6,436.78	6,661.85	6,894.77	7,135.83	7,385.34	7,644.30
	ANNUAL	72,110.48	74,631.96	77,241.32	79,942.20	82,737.20	85,629.96	88,624.12	91,731.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTIL SEC - ADM	**HOURLY**	21.0568	22.0818	23.1567	24.2838	25.4659	26.7055	28.0055	29.3725
8156	**PERIOD**	1,684.54	1,766.54	1,852.54	1,942.70	2,037.27	2,136.44	2,240.44	2,349.80
	MONTHLY	3,649.84	3,827.50	4,013.84	4,209.18	4,414.09	4,628.95	4,854.29	5,091.23
	ANNUAL	43,798.04	45,930.04	48,166.04	50,510.20	52,969.02	55,547.44	58,251.44	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - BUR	**HOURLY**	21.0568	22.0818	23.1567	24.2838	25.4659	26.7055	28.0055	29.3725
8157	**PERIOD**	1,684.54	1,766.54	1,852.54	1,942.70	2,037.27	2,136.44	2,240.44	2,349.80
	MONTHLY	3,649.84	3,827.50	4,013.84	4,209.18	4,414.09	4,628.95	4,854.29	5,091.23
	ANNUAL	43,798.04	45,930.04	48,166.04	50,510.20	52,969.02	55,547.44	58,251.44	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - PCC	**HOURLY**	21.0568	22.0818	23.1567	24.2838	25.4659	26.7055	28.0055	29.3725
8158	**PERIOD**	1,684.54	1,766.54	1,852.54	1,942.70	2,037.27	2,136.44	2,240.44	2,349.80
	MONTHLY	3,649.84	3,827.50	4,013.84	4,209.18	4,414.09	4,628.95	4,854.29	5,091.23
	ANNUAL	43,798.04	45,930.04	48,166.04	50,510.20	52,969.02	55,547.44	58,251.44	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - PGS	**HOURLY**	21.0568	22.0818	23.1567	24.2838	25.4659	26.7055	28.0055	29.3725
8159	**PERIOD**	1,684.54	1,766.54	1,852.54	1,942.70	2,037.27	2,136.44	2,240.44	2,349.80
	MONTHLY	3,649.84	3,827.50	4,013.84	4,209.18	4,414.09	4,628.95	4,854.29	5,091.23
	ANNUAL	43,798.04	45,930.04	48,166.04	50,510.20	52,969.02	55,547.44	58,251.44	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL TECH PGS	**HOURLY**	34.2461	35.6706	37.1543	38.6998	40.3096	41.9863	43.7327	45.5569
8160	**PERIOD**	2,739.69	2,853.65	2,972.34	3,095.98	3,224.77	3,358.90	3,498.62	3,644.55
	MONTHLY	5,936.00	6,182.91	6,440.07	6,707.96	6,987.00	7,277.62	7,580.34	7,896.53
	ANNUAL	71,231.94	74,194.90	77,280.84	80,495.48	83,844.02	87,331.40	90,964.12	94,758.30

EXHIBIT A

IBEW UTILITIES SALARY TABLE - FY 2021 2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL TECH BURD	**HOURLY**	34.2461	35.6706	37.1543	38.6998	40.3096	41.9863	43.7327	45.5569
8161	**PERIOD**	2,739.69	2,853.65	2,972.34	3,095.98	3,224.77	3,358.90	3,498.62	3,644.55
	MONTHLY	5,936.00	6,182.91	6,440.07	6,707.96	6,987.00	7,277.62	7,580.34	7,896.53
	ANNUAL	71,231.94	74,194.90	77,280.84	80,495.48	83,844.02	87,331.40	90,964.12	94,758.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL WRHS CLERK	**HOURLY**	26.2350	27.0822	27.9567	28.8594	29.7913	30.7533	31.7464	32.7744
8165	**PERIOD**	2,098.80	2,166.58	2,236.54	2,308.75	2,383.30	2,460.26	2,539.71	2,621.95
	MONTHLY	4,547.40	4,694.26	4,845.84	5,002.29	5,163.82	5,330.56	5,502.71	5,680.89
	ANNUAL	54,568.80	56,331.08	58,150.04	60,027.50	61,965.80	63,966.76	66,032.46	68,170.70

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WATER MAIN WRKR	**HOURLY**	25.4102	26.4262	27.4828	28.5816	29.7244	30.9129	32.1489	33.4379
8175	**PERIOD**	2,032.82	2,114.10	2,198.62	2,286.53	2,377.95	2,473.03	2,571.91	2,675.03
	MONTHLY	4,404.44	4,580.55	4,763.68	4,954.15	5,152.23	5,358.23	5,572.47	5,795.90
	ANNUAL	52,853.32	54,966.60	57,164.12	59,449.78	61,826.70	64,298.78	66,869.66	69,550.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WIREWORKER I	**HOURLY**	25.5350	26.9951	28.5387	30.1706	31.8958	33.7196	35.6477	37.6918
8180	**PERIOD**	2,042.80	2,159.61	2,283.10	2,413.65	2,551.66	2,697.57	2,851.82	3,015.34
	MONTHLY	4,426.07	4,679.16	4,946.72	5,229.58	5,528.60	5,844.74	6,178.94	6,533.24
	ANNUAL	53,112.80	56,149.86	59,360.60	62,754.90	66,343.16	70,136.82	74,147.32	78,398.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WIREWORKER II	**HOURLY**	35.4013	36.4492	37.5282	38.6391	39.7829	40.9605	42.1730	43.4249
8185	**PERIOD**	2,832.10	2,915.94	3,002.26	3,091.13	3,182.63	3,276.84	3,373.84	3,473.99
	MONTHLY	6,136.22	6,317.87	6,504.90	6,697.45	6,895.70	7,099.82	7,309.99	7,526.98
	ANNUAL	73,634.60	75,814.44	78,058.76	80,369.38	82,748.38	85,197.84	87,719.84	90,323.74

EXHIBIT B

IBEW UTILITIES SALARY TABLE - FY 2022/2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST-UTLY	**HOURLY**	23.0592	23.8363	24.6395	25.4698	26.3281	27.2153	28.1324	31.1427
8001	**BIWEEKLY**	1,844.74	1,906.90	1,971.16	2,037.58	2,106.25	2,177.22	2,250.59	2,491.42
	MONTHLY	3,996.94	4,131.62	4,270.85	4,414.76	4,563.54	4,717.31	4,876.28	5,398.08
	ANNUAL	47,963.24	49,579.40	51,250.16	52,977.08	54,762.50	56,607.72	58,515.34	64,776.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-PCC	**HOURLY**	17.3168	17.9455	18.5971	19.2723	19.9721	20.6972	21.4487	22.2297
8005	**BIWEEKLY**	1,385.34	1,435.64	1,487.77	1,541.78	1,597.77	1,655.78	1,715.90	1,778.38
	MONTHLY	3,001.57	3,110.55	3,223.50	3,340.52	3,461.84	3,587.52	3,717.78	3,853.16
	ANNUAL	36,018.84	37,326.64	38,682.02	40,086.28	41,542.02	43,050.28	44,613.40	46,237.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-PGS	**HOURLY**	17.3168	17.9455	18.5971	19.2723	19.9721	20.6972	21.4487	22.2297
8006	**BIWEEKLY**	1,385.34	1,435.64	1,487.77	1,541.78	1,597.77	1,655.78	1,715.90	1,778.38
	MONTHLY	3,001.57	3,110.55	3,223.50	3,340.52	3,461.84	3,587.52	3,717.78	3,853.16
	ANNUAL	36,018.84	37,326.64	38,682.02	40,086.28	41,542.02	43,050.28	44,613.40	46,237.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC UNDGR CREWC	**HOURLY**	40.0180	41.4151	42.8609	44.3573	45.9058	47.5085	49.1670	50.8883
8010	**BIWEEKLY**	3,201.44	3,313.21	3,428.87	3,548.58	3,672.46	3,800.68	3,933.36	4,071.06
	MONTHLY	6,936.45	7,178.62	7,429.22	7,688.59	7,957.00	8,234.81	8,522.28	8,820.63
	ANNUAL	83,237.44	86,143.46	89,150.62	92,263.08	95,483.96	98,817.68	102,267.36	105,847.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC DSTRB CREWC	**HOURLY**	40.0180	41.4151	42.8609	44.3573	45.9058	47.5085	49.1670	50.8883
8011	**BIWEEKLY**	3,201.44	3,313.21	3,428.87	3,548.58	3,672.46	3,800.68	3,933.36	4,071.06
	MONTHLY	6,936.45	7,178.62	7,429.22	7,688.59	7,957.00	8,234.81	8,522.28	8,820.63
	ANNUAL	83,237.44	86,143.46	89,150.62	92,263.08	95,483.96	98,817.68	102,267.36	105,847.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH I	**HOURLY**	26.9438	27.8075	28.6987	29.6186	30.5680	31.5477	32.5589	33.6054
8020	**BIWEEKLY**	2,155.50	2,224.60	2,295.90	2,369.49	2,445.44	2,523.82	2,604.71	2,688.43
	MONTHLY	4,670.25	4,819.97	4,974.45	5,133.90	5,298.45	5,468.28	5,643.54	5,824.93
	ANNUAL	56,043.00	57,839.60	59,693.40	61,606.74	63,581.44	65,619.32	67,722.46	69,899.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH II	**HOURLY**	33.4262	34.5410	35.6930	36.8833	38.1134	39.3845	40.6980	42.0591
8025	**BIWEEKLY**	2,674.10	2,763.28	2,855.44	2,950.66	3,049.07	3,150.76	3,255.84	3,364.73
	MONTHLY	5,793.88	5,987.11	6,186.79	6,393.10	6,606.32	6,826.65	7,054.32	7,290.25
	ANNUAL	69,526.60	71,845.28	74,241.44	76,717.16	79,275.82	81,919.76	84,651.84	87,482.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
INSTRUMENT TECH	**HOURLY**	38.1828	39.5297	40.9242	42.3678	43.8624	45.4097	47.0115	48.6745
8035	**BIWEEKLY**	3,054.62	3,162.38	3,273.94	3,389.42	3,508.99	3,632.78	3,760.92	3,893.96
	MONTHLY	6,618.34	6,851.82	7,093.54	7,343.74	7,602.81	7,871.02	8,148.66	8,436.91
	ANNUAL	79,420.12	82,221.88	85,122.44	88,124.92	91,233.74	94,452.28	97,783.92	101,242.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LINEWRKR APPREN	**HOURLY**	28.6219	29.9916	31.4268	32.9307	34.5066	36.1578	37.8881	39.7063
8040	**BIWEEKLY**	2,289.75	2,399.33	2,514.14	2,634.46	2,760.53	2,892.62	3,031.05	3,176.50
	MONTHLY	4,961.13	5,198.55	5,447.30	5,708.00	5,981.15	6,267.34	6,567.28	6,882.42
	ANNUAL	59,533.50	62,382.58	65,367.64	68,495.96	71,773.78	75,208.12	78,807.30	82,589.00

EXHIBIT B

IBEW UTILITIES SALARY TABLE - FY 2022/2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LNWKR 1ST CLASS	**HOURLY**	36.4634	37.5797	38.7301	39.9158	41.1378	42.3972	43.6952	45.0366
8045	**BIWEEKLY**	2,917.07	3,006.38	3,098.41	3,193.26	3,291.02	3,391.78	3,495.62	3,602.93
	MONTHLY	6,320.32	6,513.82	6,713.22	6,918.73	7,130.54	7,348.86	7,573.84	7,806.35
	ANNUAL	75,843.82	78,165.88	80,558.66	83,024.76	85,566.52	88,186.28	90,886.12	93,676.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MATERIALS HNDLR	**HOURLY**	31.9304	33.0464	34.2014	35.3968	36.6339	37.9143	39.2395	40.6147
8055	**BIWEEKLY**	2,554.43	2,643.71	2,736.11	2,831.74	2,930.71	3,033.14	3,139.16	3,249.18
	MONTHLY	5,534.60	5,728.04	5,928.24	6,135.44	6,349.87	6,571.80	6,801.51	7,039.89
	ANNUAL	66,415.18	68,736.46	71,138.86	73,625.24	76,198.46	78,861.64	81,618.16	84,478.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
METER READER	**HOURLY**	24.9011	25.7047	26.5342	27.3905	28.2745	29.1869	30.1288	31.1038
8057	**BIWEEKLY**	1,992.09	2,056.38	2,122.74	2,191.24	2,261.96	2,334.95	2,410.30	2,488.30
	MONTHLY	4,316.20	4,455.49	4,599.27	4,747.69	4,900.91	5,059.06	5,222.32	5,391.32
	ANNUAL	51,794.34	53,465.88	55,191.24	56,972.24	58,810.96	60,708.70	62,667.80	64,695.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
METER TECH	**HOURLY**	34.2474	34.8736	35.5112	36.1606	36.8218	37.4951	38.1807	38.8808
8060	**BIWEEKLY**	2,739.79	2,789.89	2,840.90	2,892.85	2,945.74	2,999.61	3,054.46	3,110.46
	MONTHLY	5,936.21	6,044.76	6,155.28	6,267.84	6,382.44	6,499.16	6,618.00	6,739.33
	ANNUAL	71,234.54	72,537.14	73,863.40	75,214.10	76,589.24	77,989.86	79,415.96	80,871.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR DISPATCH I	**HOURLY**	37.1850	38.3476	39.5465	40.7830	42.0580	43.3730	44.7290	46.1314
8070	**BIWEEKLY**	2,974.80	3,067.81	3,163.72	3,262.64	3,364.64	3,469.84	3,578.32	3,690.51
	MONTHLY	6,445.40	6,646.92	6,854.73	7,069.05	7,290.05	7,517.99	7,753.03	7,996.11
	ANNUAL	77,344.80	79,763.06	82,256.72	84,828.64	87,480.64	90,215.84	93,036.32	95,953.26

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR DISPATCH II	**HOURLY**	41.4939	42.8817	44.3159	45.7981	47.3298	48.9128	50.5487	52.2441
8075	**BIWEEKLY**	3,319.51	3,430.54	3,545.27	3,663.85	3,786.38	3,913.02	4,043.90	4,179.53
	MONTHLY	7,192.27	7,432.84	7,681.42	7,938.34	8,203.82	8,478.21	8,761.78	9,055.65
	ANNUAL	86,307.26	89,194.04	92,177.02	95,260.10	98,445.88	101,738.52	105,141.40	108,667.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP MAINT MCHPGS	**HOURLY**	35.6475	36.7456	37.8775	39.0443	40.2470	41.4868	42.7648	44.0858
8080	**BIWEEKLY**	2,851.80	2,939.65	3,030.20	3,123.54	3,219.76	3,318.94	3,421.18	3,526.86
	MONTHLY	6,178.90	6,369.24	6,565.43	6,767.67	6,976.15	7,191.04	7,412.56	7,641.53
	ANNUAL	74,146.80	76,430.90	78,785.20	81,212.04	83,713.76	86,292.44	88,950.68	91,698.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP MAINT MCHBUR	**HOURLY**	35.6475	36.7456	37.8775	39.0443	40.2470	41.4868	42.7648	44.0858
8081	**BIWEEKLY**	2,851.80	2,939.65	3,030.20	3,123.54	3,219.76	3,318.94	3,421.18	3,526.86
	MONTHLY	6,178.90	6,369.24	6,565.43	6,767.67	6,976.15	7,191.04	7,412.56	7,641.53
	ANNUAL	74,146.80	76,430.90	78,785.20	81,212.04	83,713.76	86,292.44	88,950.68	91,698.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR PLT OPR PGS	**HOURLY**	38.9418	39.7761	40.6283	41.4987	42.3878	43.2959	44.2235	45.1736
8090	**BIWEEKLY**	3,115.34	3,182.09	3,250.26	3,319.90	3,391.02	3,463.67	3,537.88	3,613.89
	MONTHLY	6,749.90	6,894.53	7,042.23	7,193.12	7,347.21	7,504.62	7,665.41	7,830.10
	ANNUAL	80,998.84	82,734.34	84,506.76	86,317.40	88,166.52	90,055.42	91,984.88	93,961.14

EXHIBIT B

IBEW UTILITIES SALARY TABLE - FY 2022/2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR MATERIAL HDL	**HOURLY**	36.5589	38.3048	40.1341	42.0508	44.0589	46.1630	48.3676	50.6839
8100	**BIWEEKLY**	2,924.71	3,064.38	3,210.73	3,364.06	3,524.71	3,693.04	3,869.41	4,054.71
	MONTHLY	6,336.87	6,639.49	6,956.58	7,288.80	7,636.87	8,001.59	8,383.72	8,785.21
	ANNUAL	76,042.46	79,673.88	83,478.98	87,465.56	91,642.46	96,019.04	100,604.66	105,422.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR PWR DISPATCH	**HOURLY**	46.4846	47.9389	49.4388	50.9856	52.5807	54.2258	55.9224	57.6769
8105	**BIWEEKLY**	3,718.77	3,835.11	3,955.10	4,078.85	4,206.46	4,338.06	4,473.79	4,614.15
	MONTHLY	8,057.34	8,309.41	8,569.38	8,837.51	9,114.00	9,399.13	9,693.21	9,997.33
	ANNUAL	96,688.02	99,712.86	102,832.60	106,050.10	109,367.96	112,789.56	116,318.54	119,967.90

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR PWR PLT OPER	**HOURLY**	44.8138	45.7696	46.7457	47.7427	48.7610	49.8010	50.8632	51.9510
8110	**BIWEEKLY**	3,585.10	3,661.57	3,739.66	3,819.42	3,900.88	3,984.08	4,069.06	4,156.08
	MONTHLY	7,767.72	7,933.40	8,102.60	8,275.41	8,451.91	8,632.17	8,816.30	9,004.84
	ANNUAL	93,212.60	95,200.82	97,231.16	99,304.92	101,422.88	103,586.08	105,795.56	108,058.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR WTR MTN WRKR	**HOURLY**	27.7530	28.8406	29.9709	31.1454	32.3660	33.6344	34.9526	36.3262
8120	**BIWEEKLY**	2,220.24	2,307.25	2,397.67	2,491.63	2,589.28	2,690.75	2,796.21	2,906.10
	MONTHLY	4,810.52	4,999.04	5,194.95	5,398.53	5,610.11	5,829.96	6,058.46	6,296.55
	ANNUAL	57,726.24	59,988.50	62,339.42	64,782.38	67,321.28	69,959.50	72,701.46	75,558.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ENG TECH	**HOURLY**	37.1606	38.3532	39.5841	40.8545	42.1657	43.5190	44.9157	46.3613
8125	**BIWEEKLY**	2,972.85	3,068.26	3,166.73	3,268.36	3,373.26	3,481.52	3,593.26	3,708.90
	MONTHLY	6,441.18	6,647.90	6,861.25	7,081.45	7,308.73	7,543.29	7,785.40	8,035.95
	ANNUAL	77,294.10	79,774.76	82,334.98	84,977.36	87,704.76	90,519.52	93,424.76	96,431.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR SUBSTA TECH	**HOURLY**	40.3461	41.3200	42.3175	43.3390	44.3852	45.4566	46.5539	47.6808
8130	**BIWEEKLY**	3,227.69	3,305.60	3,385.40	3,467.12	3,550.82	3,636.53	3,724.31	3,814.46
	MONTHLY	6,993.33	7,162.13	7,335.03	7,512.09	7,693.44	7,879.15	8,069.34	8,264.66
	ANNUAL	83,919.94	85,945.60	88,020.40	90,145.12	92,321.32	94,549.78	96,832.06	99,175.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SUBSTA TECH	**HOURLY**	40.1454	40.9084	41.6859	42.4782	43.2856	44.1083	44.9466	45.8032
8135	**BIWEEKLY**	3,211.63	3,272.67	3,334.87	3,398.26	3,462.85	3,528.66	3,595.73	3,664.26
	MONTHLY	6,958.53	7,090.79	7,225.55	7,362.90	7,502.84	7,645.43	7,790.75	7,939.23
	ANNUAL	83,502.38	85,089.42	86,706.62	88,354.76	90,034.10	91,745.16	93,488.98	95,270.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEM TECH-PCC	**HOURLY**	42.8267	43.5336	44.2522	44.9827	45.7252	46.4799	47.2472	48.0292
8140	**BIWEEKLY**	3,426.14	3,482.69	3,540.18	3,598.62	3,658.02	3,718.39	3,779.78	3,842.34
	MONTHLY	7,423.30	7,545.83	7,670.39	7,797.01	7,925.71	8,056.51	8,189.52	8,325.07
	ANNUAL	89,079.64	90,549.94	92,044.68	93,564.12	95,108.52	96,678.14	98,274.28	99,900.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEM TECH-PGS	**HOURLY**	42.8267	43.5336	44.2522	44.9827	45.7252	46.4799	47.2472	48.0292
8141	**BIWEEKLY**	3,426.14	3,482.69	3,540.18	3,598.62	3,658.02	3,718.39	3,779.78	3,842.34
	MONTHLY	7,423.30	7,545.83	7,670.39	7,797.01	7,925.71	8,056.51	8,189.52	8,325.07
	ANNUAL	89,079.64	90,549.94	92,044.68	93,564.12	95,108.52	96,678.14	98,274.28	99,900.84

EXHIBIT B

IBEW UTILITIES SALARY TABLE - FY 2022/2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
TREE TRIM CR CH	HOURLY	36.7118	37.9308	39.1902	40.4915	41.8360	43.2252	44.6605	46.1475
8145	BIWEEKLY	2,936.94	3,034.46	3,135.22	3,239.32	3,346.88	3,458.02	3,572.84	3,691.80
	MONTHLY	6,363.37	6,574.66	6,792.98	7,018.53	7,251.57	7,492.38	7,741.15	7,998.90
	ANNUAL	76,360.44	78,895.96	81,515.72	84,222.32	87,018.88	89,908.52	92,893.84	95,986.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR PLT OPR BUR	HOURLY	38.9418	39.7761	40.6283	41.4987	42.3878	43.2959	44.2235	45.1736
8150	BIWEEKLY	3,115.34	3,182.09	3,250.26	3,319.90	3,391.02	3,463.67	3,537.88	3,613.89
	MONTHLY	6,749.90	6,894.53	7,042.23	7,193.12	7,347.21	7,504.62	7,665.41	7,830.10
	ANNUAL	80,998.84	82,734.34	84,506.76	86,317.40	88,166.52	90,055.42	91,984.88	93,961.14

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTLY GROUNDMAN	HOURLY	25.1532	26.0008	26.8770	27.7827	28.7189	29.6867	30.6870	31.7240
8152	BIWEEKLY	2,012.26	2,080.06	2,150.16	2,222.62	2,297.51	2,374.94	2,454.96	2,537.92
	MONTHLY	4,359.90	4,506.80	4,658.68	4,815.68	4,977.94	5,145.70	5,319.08	5,498.83
	ANNUAL	52,318.76	54,081.56	55,904.16	57,788.12	59,735.26	61,748.44	63,828.96	65,985.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL ELECTRICIAN	HOURLY	35.7086	36.9571	38.2493	39.5867	40.9708	42.4034	43.8860	45.4247
8155	BIWEEKLY	2,856.69	2,956.57	3,059.94	3,166.94	3,277.66	3,392.27	3,510.88	3,633.98
	MONTHLY	6,189.50	6,405.90	6,629.87	6,861.70	7,101.60	7,349.92	7,606.91	7,873.62
	ANNUAL	74,273.94	76,870.82	79,558.44	82,340.44	85,219.16	88,199.02	91,282.88	94,483.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTIL SEC - ADM	HOURLY	21.0568	21.7664	22.4999	23.2581	24.0418	24.8520	25.6894	29.3725
8156	BIWEEKLY	1,684.54	1,741.31	1,799.99	1,860.65	1,923.34	1,988.16	2,055.15	2,349.80
	MONTHLY	3,649.84	3,772.84	3,899.98	4,031.41	4,167.24	4,307.68	4,452.83	5,091.23
	ANNUAL	43,798.04	45,274.06	46,799.74	48,376.90	50,006.84	51,692.16	53,433.90	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - BUR	HOURLY	21.0568	21.7664	22.4999	23.2581	24.0418	24.8520	25.6894	29.3725
8157	BIWEEKLY	1,684.54	1,741.31	1,799.99	1,860.65	1,923.34	1,988.16	2,055.15	2,349.80
	MONTHLY	3,649.84	3,772.84	3,899.98	4,031.41	4,167.24	4,307.68	4,452.83	5,091.23
		43,798.04	45,274.06	46,799.74	48,376.90	50,006.84	51,692.16	53,433.90	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - PCC	HOURLY	21.0568	21.7664	22.4999	23.2581	24.0418	24.8520	25.6894	29.3725
8158	BIWEEKLY	1,684.54	1,741.31	1,799.99	1,860.65	1,923.34	1,988.16	2,055.15	2,349.80
	MONTHLY	3,649.84	3,772.84	3,899.98	4,031.41	4,167.24	4,307.68	4,452.83	5,091.23
	ANNUAL	43,798.04	45,274.06	46,799.74	48,376.90	50,006.84	51,692.16	53,433.90	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - PGS	HOURLY	21.0568	21.7664	22.4999	23.2581	24.0418	24.8520	25.6894	29.3725
8159	BIWEEKLY	1,684.54	1,741.31	1,799.99	1,860.65	1,923.34	1,988.16	2,055.15	2,349.80
	MONTHLY	3,649.84	3,772.84	3,899.98	4,031.41	4,167.24	4,307.68	4,452.83	5,091.23
	ANNUAL	43,798.04	45,274.06	46,799.74	48,376.90	50,006.84	51,692.16	53,433.90	61,094.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL TECH PGS	HOURLY	34.8148	36.3308	37.9128	39.5637	41.2864	43.0842	44.9603	46.9236
8160	BIWEEKLY	2,785.18	2,906.46	3,033.02	3,165.10	3,302.91	3,446.74	3,596.82	3,753.89
	MONTHLY	6,034.56	6,297.33	6,571.54	6,857.72	7,156.31	7,467.94	7,793.11	8,133.43
	ANNUAL	72,414.68	75,567.96	78,858.52	82,292.60	85,875.66	89,615.24	93,517.32	97,601.14

EXHIBIT B

IBEW UTILITIES SALARY TABLE - FY 2022/2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL TECH BURD	**HOURLY**	34.8148	36.3308	37.9128	39.5637	41.2864	43.0842	44.9603	46.9236
8161	**BIWEEKLY**	2,785.18	2,906.46	3,033.02	3,165.10	3,302.91	3,446.74	3,596.82	3,753.89
	MONTHLY	6,034.56	6,297.33	6,571.54	6,857.72	7,156.31	7,467.94	7,793.11	8,133.43
	ANNUAL	72,414.68	75,567.96	78,858.52	82,292.60	85,875.66	89,615.24	93,517.32	97,601.14

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL WRHS CLERK	**HOURLY**	27.0220	27.8946	28.7954	29.7252	30.6851	31.6760	32.6988	33.7577
8165	**BIWEEKLY**	2,161.76	2,231.57	2,303.63	2,378.02	2,454.81	2,534.08	2,615.90	2,700.62
	MONTHLY	4,683.81	4,835.07	4,991.20	5,152.38	5,318.76	5,490.51	5,667.78	5,851.34
	ANNUAL	56,205.76	58,020.82	59,894.38	61,828.52	63,825.06	65,886.08	68,013.40	70,216.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WATER MAIN WRKR	**HOURLY**	26.1725	27.2190	28.3073	29.4391	30.6161	31.8403	33.1133	34.4410
8175	**BIWEEKLY**	2,093.80	2,177.52	2,264.58	2,355.13	2,449.29	2,547.22	2,649.06	2,755.28
	MONTHLY	4,536.57	4,717.96	4,906.59	5,102.78	5,306.80	5,518.98	5,739.63	5,969.77
	ANNUAL	54,438.80	56,615.52	58,879.08	61,233.38	63,681.54	66,227.72	68,875.56	71,637.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WIREWORKER I	**HOURLY**	26.3010	27.8049	29.3949	31.0757	32.8526	34.7312	36.7171	38.8226
8180	**BIWEEKLY**	2,104.08	2,224.39	2,351.59	2,486.06	2,628.21	2,778.50	2,937.37	3,105.81
	MONTHLY	4,558.84	4,819.51	5,095.11	5,386.46	5,694.46	6,020.08	6,364.30	6,729.26
	ANNUAL	54,706.08	57,834.14	61,141.34	64,637.56	68,333.46	72,241.00	76,371.62	80,751.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WIREWORKER II	**HOURLY**	36.4634	37.5427	38.6541	39.7983	40.9764	42.1893	43.4382	44.7276
8185	**BIWEEKLY**	2,917.07	3,003.42	3,092.33	3,183.86	3,278.11	3,375.14	3,475.06	3,578.21
	MONTHLY	6,320.32	6,507.41	6,700.05	6,898.36	7,102.57	7,312.80	7,529.30	7,752.79
	ANNUAL	75,843.82	78,088.92	80,400.58	82,780.36	85,230.86	87,753.64	90,351.56	93,033.46

EXHIBIT C

IBEW UTILITIES SALARY TABLE - FY 2023/2024

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST-UTLY	**HOURLY**	23.7510	24.5514	25.3787	26.2339	27.1179	28.0318	28.9764	31.6728
8001	**BIWEEKLY**	1,900.08	1,964.11	2,030.30	2,098.71	2,169.43	2,242.54	2,318.11	2,533.82
	MONTHLY	4,116.84	4,255.57	4,398.98	4,547.21	4,700.43	4,858.84	5,022.57	5,489.94
	ANNUAL	49,402.08	51,066.86	52,787.80	54,566.46	56,405.18	58,306.04	60,270.86	65,879.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-PCC	**HOURLY**	17.3168	18.0215	18.7548	19.5179	20.3122	21.1387	21.9989	22.8966
8005	**BIWEEKLY**	1,385.34	1,441.72	1,500.38	1,561.43	1,624.98	1,691.10	1,759.91	1,831.73
	MONTHLY	3,001.57	3,123.73	3,250.82	3,383.10	3,520.79	3,664.05	3,813.14	3,968.75
	ANNUAL	36,018.84	37,484.72	39,009.88	40,597.18	42,249.48	43,968.60	45,757.66	47,624.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CUSTODIAN-PGS	**HOURLY**	17.3168	18.0215	18.7548	19.5179	20.3122	21.1387	21.9989	22.8966
8006	**BIWEEKLY**	1,385.34	1,441.72	1,500.38	1,561.43	1,624.98	1,691.10	1,759.91	1,831.73
	MONTHLY	3,001.57	3,123.73	3,250.82	3,383.10	3,520.79	3,664.05	3,813.14	3,968.75
	ANNUAL	36,018.84	37,484.72	39,009.88	40,597.18	42,249.48	43,968.60	45,757.66	47,624.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC UNDGR CREWC	**HOURLY**	41.2185	42.5527	43.9301	45.3521	46.8201	48.3356	49.9002	51.5199
8010	**BIWEEKLY**	3,297.48	3,404.22	3,514.41	3,628.17	3,745.61	3,866.85	3,992.02	4,121.59
	MONTHLY	7,144.54	7,375.81	7,614.56	7,861.04	8,115.49	8,378.18	8,649.38	8,930.11
	ANNUAL	85,734.48	88,509.72	91,374.66	94,332.42	97,385.86	100,538.10	103,792.52	107,161.34

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELC DSTRB CREWC	**HOURLY**	41.2185	42.5527	43.9301	45.3521	46.8201	48.3356	49.9002	51.5199
8011	**BIWEEKLY**	3,297.48	3,404.22	3,514.41	3,628.17	3,745.61	3,866.85	3,992.02	4,121.59
	MONTHLY	7,144.54	7,375.81	7,614.56	7,861.04	8,115.49	8,378.18	8,649.38	8,930.11
	ANNUAL	85,734.48	88,509.72	91,374.66	94,332.42	97,385.86	100,538.10	103,792.52	107,161.34

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH I	**HOURLY**	27.7521	28.6417	29.5597	30.5072	31.4850	32.4942	33.5357	34.6136
8020	**BIWEEKLY**	2,220.17	2,291.34	2,364.78	2,440.58	2,518.80	2,599.54	2,682.86	2,769.09
	MONTHLY	4,810.37	4,964.57	5,123.69	5,287.92	5,457.40	5,632.34	5,812.86	5,999.70
	ANNUAL	57,724.42	59,574.84	61,484.28	63,455.08	65,488.80	67,588.04	69,754.36	71,996.34

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH II	**HOURLY**	34.4290	35.4509	36.5032	37.5867	38.7023	39.8511	41.0340	42.2553
8025	**BIWEEKLY**	2,754.32	2,836.07	2,920.26	3,006.94	3,096.18	3,188.09	3,282.72	3,380.42
	MONTHLY	5,967.69	6,144.82	6,327.23	6,515.04	6,708.39	6,907.53	7,112.56	7,324.24
	ANNUAL	71,612.32	73,737.82	75,926.76	78,180.44	80,500.68	82,890.34	85,350.72	87,890.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
INSTRUMENT TECH	**HOURLY**	39.3283	40.7156	42.1519	43.6388	45.1782	46.7720	48.4219	50.1348
8035	**BIWEEKLY**	3,146.26	3,257.25	3,372.15	3,491.10	3,614.26	3,741.76	3,873.75	4,010.78
	MONTHLY	6,816.90	7,057.38	7,306.33	7,564.05	7,830.90	8,107.15	8,393.13	8,690.02
	ANNUAL	81,802.76	84,688.50	87,675.90	90,768.60	93,970.76	97,285.76	100,717.50	104,280.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LINEWRKR APPREN	**HOURLY**	29.4805	30.8913	32.3696	33.9186	35.5417	37.2426	39.0248	40.8975
8040	**BIWEEKLY**	2,358.44	2,471.30	2,589.57	2,713.49	2,843.34	2,979.41	3,121.98	3,271.80
	MONTHLY	5,109.95	5,354.48	5,610.74	5,879.23	6,160.57	6,455.39	6,764.29	7,088.90
	ANNUAL	61,319.44	64,253.80	67,328.82	70,550.74	73,926.84	77,464.66	81,171.48	85,066.80

EXHIBIT C

IBEW UTILITIES SALARY TABLE - FY 2023/2024

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LNWKR 1ST CLASS	HOURLY	37.5573	38.7071	39.8920	41.1133	42.3720	43.6692	45.0061	46.3877
8045	BIWEEKLY	3,004.58	3,096.57	3,191.36	3,289.06	3,389.76	3,493.54	3,600.49	3,711.02
	MONTHLY	6,509.92	6,709.24	6,914.61	7,126.30	7,344.48	7,569.34	7,801.06	8,040.54
	ANNUAL	78,119.08	80,510.82	82,975.36	85,515.56	88,133.76	90,832.04	93,612.74	96,486.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MATERIALS HNDLR	HOURLY	32.8883	34.0378	35.2275	36.4587	37.7330	39.0518	40.4167	41.8332
8055	BIWEEKLY	2,631.06	2,723.02	2,818.20	2,916.70	3,018.64	3,124.14	3,233.34	3,346.66
	MONTHLY	5,700.63	5,899.88	6,106.10	6,319.52	6,540.39	6,768.97	7,005.57	7,251.10
	ANNUAL	68,407.56	70,798.52	73,273.20	75,834.20	78,484.64	81,227.64	84,066.84	87,013.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
METER READER	HOURLY	25.6481	26.4758	27.3302	28.2122	29.1227	30.0625	31.0327	32.0370
8057	BIWEEKLY	2,051.85	2,118.06	2,186.42	2,256.98	2,329.82	2,405.00	2,482.62	2,562.96
	MONTHLY	4,445.68	4,589.13	4,737.24	4,890.12	5,047.94	5,210.83	5,379.01	5,553.08
	ANNUAL	53,348.10	55,069.56	56,846.92	58,681.48	60,575.32	62,530.00	64,548.12	66,636.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
METER TECH	HOURLY	35.2748	35.9198	36.5766	37.2454	37.9264	38.6199	39.3261	40.0472
8060	BIWEEKLY	2,821.98	2,873.58	2,926.13	2,979.63	3,034.11	3,089.59	3,146.09	3,203.78
	MONTHLY	6,114.29	6,226.09	6,339.95	6,455.87	6,573.91	6,694.11	6,816.53	6,941.52
	ANNUAL	73,371.48	74,713.08	76,079.38	77,470.38	78,886.86	80,329.34	81,798.34	83,298.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR DISPATCH I	HOURLY	38.3006	39.4980	40.7329	42.0065	43.3198	44.6742	46.0709	47.5153
8070	BIWEEKLY	3,064.05	3,159.84	3,258.63	3,360.52	3,465.58	3,573.94	3,685.67	3,801.22
	MONTHLY	6,638.78	6,846.32	7,060.37	7,281.13	7,508.76	7,743.54	7,985.62	8,235.98
	ANNUAL	79,665.30	82,155.84	84,724.38	87,373.52	90,105.08	92,922.44	95,827.42	98,831.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR DISPATCH II	HOURLY	42.7388	44.1682	45.6454	47.1721	48.7497	50.3802	52.0652	53.8114
8075	BIWEEKLY	3,419.10	3,533.46	3,651.63	3,773.77	3,899.98	4,030.42	4,165.22	4,304.91
	MONTHLY	7,408.05	7,655.83	7,911.87	8,176.50	8,449.96	8,732.58	9,024.64	9,327.31
	ANNUAL	88,896.60	91,869.96	94,942.38	98,118.02	101,399.48	104,790.92	108,295.72	111,927.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP MAINT MCHPGS	HOURLY	36.7169	37.8479	39.0138	40.2156	41.4545	42.7314	44.0478	45.4084
8080	BIWEEKLY	2,937.35	3,027.83	3,121.10	3,217.25	3,316.36	3,418.51	3,523.82	3,632.67
	MONTHLY	6,364.26	6,560.30	6,762.38	6,970.71	7,185.45	7,406.77	7,634.94	7,870.79
	ANNUAL	76,371.10	78,723.58	81,148.60	83,648.50	86,225.36	88,881.26	91,619.32	94,449.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP MAINT MCHBUR	HOURLY	36.7169	37.8479	39.0138	40.2156	41.4545	42.7314	44.0478	45.4084
8081	BIWEEKLY	2,937.35	3,027.83	3,121.10	3,217.25	3,316.36	3,418.51	3,523.82	3,632.67
	MONTHLY	6,364.26	6,560.30	6,762.38	6,970.71	7,185.45	7,406.77	7,634.94	7,870.79
	ANNUAL	76,371.10	78,723.58	81,148.60	83,648.50	86,225.36	88,881.26	91,619.32	94,449.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR PLT OPR PGS	HOURLY	40.1100	40.9694	41.8471	42.7436	43.6594	44.5948	45.5502	46.5288
8090	BIWEEKLY	3,208.80	3,277.55	3,347.77	3,419.49	3,492.75	3,567.58	3,644.02	3,722.30
	MONTHLY	6,952.40	7,101.36	7,253.50	7,408.90	7,567.63	7,729.76	7,895.38	8,064.98
	ANNUAL	83,428.80	85,216.30	87,042.02	88,906.74	90,811.50	92,757.08	94,744.52	96,779.80

EXHIBIT C

IBEW UTILITIES SALARY TABLE - FY 2023/2024

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR MATERIAL HDL	**HOURLY**	37.6557	39.4540	41.3381	43.3123	45.3807	47.5479	49.8186	52.2044
8100	**BIWEEKLY**	3,012.46	3,156.32	3,307.05	3,464.98	3,630.46	3,803.83	3,985.49	4,176.35
	MONTHLY	6,527.00	6,838.69	7,165.28	7,507.46	7,866.00	8,241.63	8,635.23	9,048.76
	ANNUAL	78,323.96	82,064.32	85,983.30	90,089.48	94,391.96	98,899.58	103,622.74	108,585.10

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR PWR DISPATCH	**HOURLY**	46.8136	48.4337	50.1098	51.8439	53.6380	55.4943	57.4147	59.4072
8105	**BIWEEKLY**	3,745.09	3,874.70	4,008.78	4,147.51	4,291.04	4,439.54	4,593.18	4,752.58
	MONTHLY	8,114.36	8,395.18	8,685.69	8,986.27	9,297.25	9,619.00	9,951.89	10,297.26
	ANNUAL	97,372.34	100,742.20	104,228.28	107,835.26	111,567.04	115,428.04	119,422.68	123,567.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR PWR PLT OPER	**HOURLY**	46.1582	47.1426	48.1481	49.1750	50.2238	51.2950	52.3890	53.5095
8110	**BIWEEKLY**	3,692.66	3,771.41	3,851.85	3,934.00	4,017.90	4,103.60	4,191.12	4,280.76
	MONTHLY	8,000.76	8,171.39	8,345.68	8,523.67	8,705.45	8,891.13	9,080.76	9,274.98
	ANNUAL	96,009.16	98,056.66	100,148.10	102,284.00	104,465.40	106,693.60	108,969.12	111,299.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR WTR MTN WRKR	**HOURLY**	28.5856	29.7058	30.8700	32.0798	33.3370	34.6435	36.0012	37.4160
8120	**BIWEEKLY**	2,286.85	2,376.46	2,469.60	2,566.38	2,666.96	2,771.48	2,880.10	2,993.28
	MONTHLY	4,954.84	5,149.00	5,350.80	5,560.49	5,778.41	6,004.87	6,240.22	6,485.44
	ANNUAL	59,458.10	61,787.96	64,209.60	66,725.88	69,340.96	72,058.48	74,882.60	77,825.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ENG TECH	**HOURLY**	38.2754	39.5038	40.7716	42.0802	43.4307	44.8246	46.2632	47.7521
8125	**BIWEEKLY**	3,062.03	3,160.30	3,261.73	3,366.42	3,474.46	3,585.97	3,701.06	3,820.17
	MONTHLY	6,634.40	6,847.32	7,067.08	7,293.91	7,528.00	7,769.60	8,018.96	8,277.04
	ANNUAL	79,612.78	82,167.80	84,804.98	87,526.92	90,335.96	93,235.22	96,227.56	99,324.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR SUBSTA TECH	**HOURLY**	41.5564	42.5596	43.5869	44.6391	45.7167	46.8203	47.9505	49.1113
8130	**BIWEEKLY**	3,324.51	3,404.77	3,486.95	3,571.13	3,657.34	3,745.62	3,836.04	3,928.90
	MONTHLY	7,203.11	7,377.00	7,555.06	7,737.45	7,924.24	8,115.51	8,311.42	8,512.62
	ANNUAL	86,437.26	88,524.02	90,660.70	92,849.38	95,090.84	97,386.12	99,737.04	102,151.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SUBSTA TECH	**HOURLY**	41.3497	42.1356	42.9365	43.7525	44.5841	45.4315	46.2950	47.1773
8135	**BIWEEKLY**	3,307.98	3,370.85	3,434.92	3,500.20	3,566.73	3,634.52	3,703.60	3,774.18
	MONTHLY	7,167.29	7,303.51	7,442.33	7,583.77	7,727.92	7,874.79	8,024.47	8,177.39
	ANNUAL	86,007.48	87,642.10	89,307.92	91,005.20	92,734.98	94,497.52	96,293.60	98,128.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEM TECH-PCC	**HOURLY**	44.1115	44.8396	45.5798	46.3321	47.0969	47.8743	48.6646	49.4701
8140	**BIWEEKLY**	3,528.92	3,587.17	3,646.38	3,706.57	3,767.75	3,829.94	3,893.17	3,957.61
	MONTHLY	7,645.99	7,772.20	7,900.49	8,030.90	8,163.46	8,298.20	8,435.20	8,574.82
	ANNUAL	91,751.92	93,266.42	94,805.88	96,370.82	97,961.50	99,578.44	101,222.42	102,897.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEM TECH-PGS	**HOURLY**	44.1115	44.8396	45.5798	46.3321	47.0969	47.8743	48.6646	49.4701
8141	**BIWEEKLY**	3,528.92	3,587.17	3,646.38	3,706.57	3,767.75	3,829.94	3,893.17	3,957.61
	MONTHLY	7,645.99	7,772.20	7,900.49	8,030.90	8,163.46	8,298.20	8,435.20	8,574.82
	ANNUAL	91,751.92	93,266.42	94,805.88	96,370.82	97,961.50	99,578.44	101,222.42	102,897.86

EXHIBIT C

IBEW UTILITIES SALARY TABLE - FY 2023/2024

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
TREE TRIM CR CH	**HOURLY**	37.8131	39.0687	40.3659	41.7063	43.0911	44.5219	46.0003	47.5319
8145	**BIWEEKLY**	3,025.05	3,125.50	3,229.27	3,336.50	3,447.29	3,561.75	3,680.02	3,802.55
	MONTHLY	6,554.28	6,771.92	6,996.75	7,229.08	7,469.13	7,717.13	7,973.38	8,238.86
	ANNUAL	78,651.30	81,263.00	83,961.02	86,749.00	89,629.54	92,605.50	95,680.52	98,866.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PWR PLT OPR BUR	**HOURLY**	40.1100	40.9694	41.8471	42.7436	43.6594	44.5948	45.5502	46.5288
8150	**BIWEEKLY**	3,208.80	3,277.55	3,347.77	3,419.49	3,492.75	3,567.58	3,644.02	3,722.30
	MONTHLY	6,952.40	7,101.36	7,253.50	7,408.90	7,567.63	7,729.76	7,895.38	8,064.98
	ANNUAL	83,428.80	85,216.30	87,042.02	88,906.74	90,811.50	92,757.08	94,744.52	96,779.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTLY GROUNDMAN	**HOURLY**	25.9078	26.7808	27.6833	28.6161	29.5804	30.5772	31.6076	32.6757
8152	**BIWEEKLY**	2,072.62	2,142.46	2,214.66	2,289.29	2,366.43	2,446.18	2,528.61	2,614.06
	MONTHLY	4,490.68	4,642.00	4,798.43	4,960.13	5,127.27	5,300.06	5,478.66	5,663.80
	ANNUAL	53,888.12	55,703.96	57,581.16	59,521.54	61,527.18	63,600.68	65,743.86	67,965.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL ELECTRICIAN	**HOURLY**	36.7799	38.0658	39.3968	40.7743	42.2000	43.6755	45.2026	46.7875
8155	**BIWEEKLY**	2,942.39	3,045.26	3,151.74	3,261.94	3,376.00	3,494.04	3,616.21	3,743.00
	MONTHLY	6,375.18	6,598.06	6,828.77	7,067.54	7,314.67	7,570.42	7,835.12	8,109.83
	ANNUAL	76,502.14	79,176.76	81,945.24	84,810.44	87,776.00	90,845.04	94,021.46	97,318.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTIL SEC - ADM	**HOURLY**	21.4551	22.1781	22.9255	23.6980	24.4966	25.3221	26.1754	29.4935
8156	**BIWEEKLY**	1,716.41	1,774.25	1,834.04	1,895.84	1,959.73	2,025.77	2,094.03	2,359.48
	MONTHLY	3,718.89	3,844.21	3,973.75	4,107.65	4,246.08	4,389.17	4,537.07	5,112.21
	ANNUAL	44,626.66	46,130.50	47,685.04	49,291.84	50,952.98	52,670.02	54,444.78	61,346.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - BUR	**HOURLY**	21.4551	22.1781	22.9255	23.6980	24.4966	25.3221	26.1754	29.4935
8157	**BIWEEKLY**	1,716.41	1,774.25	1,834.04	1,895.84	1,959.73	2,025.77	2,094.03	2,359.48
	MONTHLY	3,718.89	3,844.21	3,973.75	4,107.65	4,246.08	4,389.17	4,537.07	5,112.21
	ANNUAL	44,626.66	46,130.50	47,685.04	49,291.84	50,952.98	52,670.02	54,444.78	61,346.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - PCC	**HOURLY**	21.4551	22.1781	22.9255	23.6980	24.4966	25.3221	26.1754	29.4935
8158	**BIWEEKLY**	1,716.41	1,774.25	1,834.04	1,895.84	1,959.73	2,025.77	2,094.03	2,359.48
	MONTHLY	3,718.89	3,844.21	3,973.75	4,107.65	4,246.08	4,389.17	4,537.07	5,112.21
	ANNUAL	44,626.66	46,130.50	47,685.04	49,291.84	50,952.98	52,670.02	54,444.78	61,346.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL SECR - PGS	**HOURLY**	21.4551	22.1781	22.9255	23.6980	24.4966	25.3221	26.1754	29.4935
8159	**BIWEEKLY**	1,716.41	1,774.25	1,834.04	1,895.84	1,959.73	2,025.77	2,094.03	2,359.48
	MONTHLY	3,718.89	3,844.21	3,973.75	4,107.65	4,246.08	4,389.17	4,537.07	5,112.21
	ANNUAL	44,626.66	46,130.50	47,685.04	49,291.84	50,952.98	52,670.02	54,444.78	61,346.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL TECH PGS	**HOURLY**	35.8592	37.4207	39.0501	40.7506	42.5250	44.3768	46.3091	48.3313
8160	**BIWEEKLY**	2,868.74	2,993.66	3,124.01	3,260.05	3,402.00	3,550.14	3,704.73	3,866.50
	MONTHLY	6,215.60	6,486.26	6,768.69	7,063.44	7,371.00	7,691.97	8,026.92	8,377.42
	ANNUAL	74,587.24	77,835.16	81,224.26	84,761.30	88,452.00	92,303.64	96,322.98	100,529.00

EXHIBIT C

IBEW UTILITIES SALARY TABLE - FY 2023/2024

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL TECH BURD	**HOURLY**	35.8592	37.4207	39.0501	40.7506	42.5250	44.3768	46.3091	48.3313
8161	**BIWEEKLY**	2,868.74	2,993.66	3,124.01	3,260.05	3,402.00	3,550.14	3,704.73	3,866.50
	MONTHLY	6,215.60	6,486.26	6,768.69	7,063.44	7,371.00	7,691.97	8,026.92	8,377.42
	ANNUAL	74,587.24	77,835.16	81,224.26	84,761.30	88,452.00	92,303.64	96,322.98	100,529.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
UTL WRHS CLERK	**HOURLY**	27.8327	28.7314	29.6592	30.6170	31.6057	32.6263	33.6798	34.7704
8165	**BIWEEKLY**	2,226.62	2,298.51	2,372.74	2,449.36	2,528.46	2,610.10	2,694.38	2,781.63
	MONTHLY	4,824.34	4,980.11	5,140.94	5,306.95	5,478.33	5,655.22	5,837.82	6,026.87
	ANNUAL	57,892.12	59,761.26	61,691.24	63,683.36	65,739.96	67,862.60	70,053.88	72,322.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WATER MAIN WRKR	**HOURLY**	26.9577	28.0355	29.1565	30.3223	31.5346	32.7955	34.1067	35.4742
8175	**BIWEEKLY**	2,156.62	2,242.84	2,332.52	2,425.78	2,522.77	2,623.64	2,728.54	2,837.94
	MONTHLY	4,672.68	4,859.49	5,053.79	5,255.86	5,466.00	5,684.55	5,911.84	6,148.87
	ANNUAL	56,072.12	58,313.84	60,645.52	63,070.28	65,592.02	68,214.64	70,942.04	73,786.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WIREWORKER I	**HOURLY**	27.0901	28.6391	30.2767	32.0079	33.8382	35.7731	37.8186	39.9872
8180	**BIWEEKLY**	2,167.21	2,291.13	2,422.14	2,560.63	2,707.06	2,861.85	3,025.49	3,198.98
	MONTHLY	4,695.62	4,964.12	5,247.97	5,548.03	5,865.30	6,200.68	6,555.23	6,931.12
	ANNUAL	56,347.46	59,569.38	62,975.64	66,576.38	70,383.56	74,408.10	78,662.74	83,173.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WIREWORKER II	**HOURLY**	37.5573	38.6690	39.8137	40.9922	42.2057	43.4550	44.7414	46.0695
8185	**BIWEEKLY**	3,004.58	3,093.52	3,185.10	3,279.38	3,376.46	3,476.40	3,579.31	3,685.56
	MONTHLY	6,509.92	6,702.63	6,901.05	7,105.32	7,315.66	7,532.20	7,755.17	7,985.38
	ANNUAL	78,119.08	80,431.52	82,812.60	85,263.88	87,787.96	90,386.40	93,062.06	95,824.56

R E S O L U T I O N 2021-326

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the Union Local No. 1597, I.B.E.W., AFL-CIO Utilities Department and

WHEREAS, representatives of the City and the IBEW met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the Union Local No. 1597, I.B.E.W., AFL-CIO Utilities Department for the period of October 1, 2021 through September 30, 2024.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 9, 2021.

____
Roger G. Steele, Mayor

Attest:

____
RaNae Edwards, City Clerk

Approved as to Form ¤ ___________
November 6, 2021 ¤ City Attorney

City of Grand Island

Tuesday, November 9, 2021

Council Session

Item J-1

Approving Payment of Claims for the Period of October 27, 2021 through November 9, 2021

The Claims for the period of October 27, 2021 through November 9, 2021 for a total amount of $3,428,768.55. A MOTION is in order.

Staff Contact: Patrick Brown