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# City of Grand Island



## Tuesday, April 12, 2022 Council Session Agenda

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### **City Council:**

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

### **Mayor:**

**Roger G. Steele**

### **City Administrator:**

**Jerry Janulewicz**

### **City Clerk:**

**RaNae Edwards**

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**7:00 PM**

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

## **Call to Order**

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

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

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**Invocation - Pastor Tim Rust, Destiny Church, 4306 US Highway 30**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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





# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item C-1

### Proclamation "Child Abuse Prevention Month" April 2022

*Because all children deserve love, comfortable homes, and tender care from parents and adults who make them feel safe, happy and loved, and because the effects of child abuse are felt by whole communities and need to be addressed by the entire community, the Mayor has proclaimed the month of April, 2022 as "Child Abuse Prevention Month". See attached PROCLAMATION.*

Staff Contact: Mayor Roger Steele

THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

- WHEREAS, in Federal fiscal year 2020, 3.9 million reports were made to child protective services; and
- WHEREAS, in 2021 First Light Child Advocacy Center interviewed 317 children who were victims of child abuse; and
- WHEREAS, 75% of First Light's interviews were children who were victims of sexual abuse; and
- WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and
- WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and
- WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and
- WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between First Light Child Advocacy Center, child welfare professionals, education, health, community-and faith-based organizations, businesses, law enforcement agencies, and families; and
- WHEREAS, our children are our most valuable resource and will shape the future of the City of Grand Island; and
- WHEREAS, the City of Grand Island must make every effort to promote programs and activities that create strong and thriving children and families, and
- WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and
- WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Roger G. Steele, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the month of April, 2022 as

***“NATIONAL CHILD ABUSE  
PREVENTION MONTH”***

in the City of Grand Island, and encourage all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

and

I proclaim and celebrate the week of April 2 – 8, 2022 as the

***“WEEK OF THE YOUNG CHILD”***

and encourage all citizens to support and invest in early childhood education.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this first day of April in the year of our Lord Two Thousand and Twenty-Two.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item C-2

### Presentation of Electric Utility Integrated Resource Plan

*The Utilities Department is a customer of the federal Western Area Power Administration, which requires each customer to submit an Integrated Resource Plan every five years. John Krajewski of JK Energy Consulting will present the IRP he developed for GIUD in accordance with the WAPA requirements.*

Staff Contact: Tim Luchsinger

# Integrated Resource Plan

Grand Island Utilities  
April 12, 2022

Presented by:  
John A. Krajewski, P.E.



## Purpose

- Develop Integrated Resource Plan (IRP) consistent with the requirements of Western Area Power Administration (Western) Energy Planning and Management Program (EPAMP)
  - Western allocation is one of GIUD's lowest cost resources
  - Compliance with EPAMP is condition of maintaining Western allocation
  - Must submit IRP every five years



## Integrated Resource Plan (IRP)

- A planning process that evaluates the full range of alternatives to provide adequate and reliable service to electric consumers
  - New generating capacity
  - Power purchases
  - Energy conservation, efficiency and other demand side measures (DSM)
  - Renewable energy resources



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## Required Elements of IRP from EPAMP

- Identification and comparison of all practicable energy efficiency and energy supply resource options
- Action plan with timing set by GIUD
- Minimize adverse environmental effects of new resource acquisitions



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## Required Elements of IRP from EPAMP

- Provide opportunity for full public participation
- Conduct load forecasting
- Include brief description of measurement strategies for options identified in IRP to determine whether objectives are being met



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## Approach

- Prepared GIUD's peak demand and energy requirements forecast
- Compared forecasted peak demand and energy requirements to existing power supply resources to estimate future resource needs
- Identified potential DSM measures and assessed economic and technical feasibility



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## Approach

- Integrated DSM options with supply resources to develop preferred plan
- Considered environmental impacts and costs for each IRP option
- Solicit public participation and incorporate comments into the IRP
- Meets all requirements of EPAMP



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## Planning Objectives

- Provide reliable service to customers at low rates
- Focus on continued growth and development
- Ensure low-cost energy available to mitigate risks, such as February 2021 winter weather event
- Maintain rates that are competitive with neighboring utilities
- Maintain financial and rate stability
- Encourage energy efficiency programs



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## Supply-Side Resource Evaluation

- GIUD has sufficient resources to meet its capacity and energy needs for the foreseeable future
  - Adequate local capacity during transmission outages
- Selling excess capacity may be beneficial and provide additional revenues to GIUD
- Engineering and economic assessments have identified technical or economic needs between IRPs
  - Retirement of Burdick steam units



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## Demand Side Management

- Several programs were considered in the past and in this study
  - GIUD has low costs and surplus capacity
  - DSM programs not cost effective in the past or in this study
- GIUD in process of converting street lighting inventory from high-pressure sodium to LED fixtures
  - Energy savings, decreased capital cost and long lifespan make this conversion economical



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## Demand Side Management

- GIUD undertaking the implementation of replacing its Customer Information System (CIS)
  - New system will integrate GIUD's Advanced Metering Infrastructure (AMI) system
- GIUD also looking to add a Meter Data Management system
  - Platform will allow customers real-time information regarding usage



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## Demand Side Recommendations

- Complete the LED street lighting conversion project
- Continue promoting energy efficiency via website and customer newsletters
- Replace the CIS system and implement a new Meter Data Management system



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## Supply/Demand Side Resource Integration

- Maintain existing generating capacity
- Consider short-term sales of excess capacity
- Complete LED street lighting conversion
- Continue offering low-cost energy efficiency information via website
- Replace the CIS system and implement new Meter Data Management system



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## Environmental Impacts

- GIUD complies with state and federal environmental regulations at its facilities
- New projects would include emissions control technology as required to help reduce environmental impacts
- Demand side management through no cost or low-cost methods helps reduce energy usage and emissions



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## Two-Year Action Plan

- Maintain existing generating capacity
- Consider short-term sales of excess capacity
- Consider changes in resources, such as additional renewable energy purchases
- Complete LED street lighting conversion
- Continue providing energy information via website
- Implement the planned CIS and Meter Data Management system



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## Five-Year Action Plan

- Continue two-year action plan
- Assess economic and technical feasibility of implementing time-of-day rates or other retail rate incentives with the new CIS system



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## Public Process

- This presentation and public hearing is designed to solicit public input
- Provide information and gather input from groups and individuals with an interest in Grand Island's IRP
- GIUD will continue to solicit public participation as it implements the IRP



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## Contact Information

John Krajewski  
JK Energy Consulting, LLC  
74408 Road 433  
Smithfield, Nebraska 68976  
Phone: 402-440-0227  
Email: [jk@jkenergyconsulting.com](mailto:jk@jkenergyconsulting.com)



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# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement - 4058 Enterprise Avenue (Mick & Lori Brown Trust)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Acquisition of Utility Easement – 4058 Enterprise Avenue – Joseph Brown and Lori Brown

**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 an easement relative to the property of Mick Brown and Lori Brown Trust, through a part of Lot Four (4), Chief Industrial Park Subdivision, in the City of Grand Island, Hall County, Nebraska (4058 Enterprise Avenue), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Mick Brown and Lori Brown Trust has requested a new electrical service for the new Brown Reception Hall located at 4058 Enterprise Avenue. To accommodate the new electric service, the city will need to install approximately 150 linear feet of 1/0 cable in 4" conduit and a 150 kva transformer. The proposed easement will allow the Department to install, access, operate, and maintain the electrical infrastructure at this location.

## **Alternatives**

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

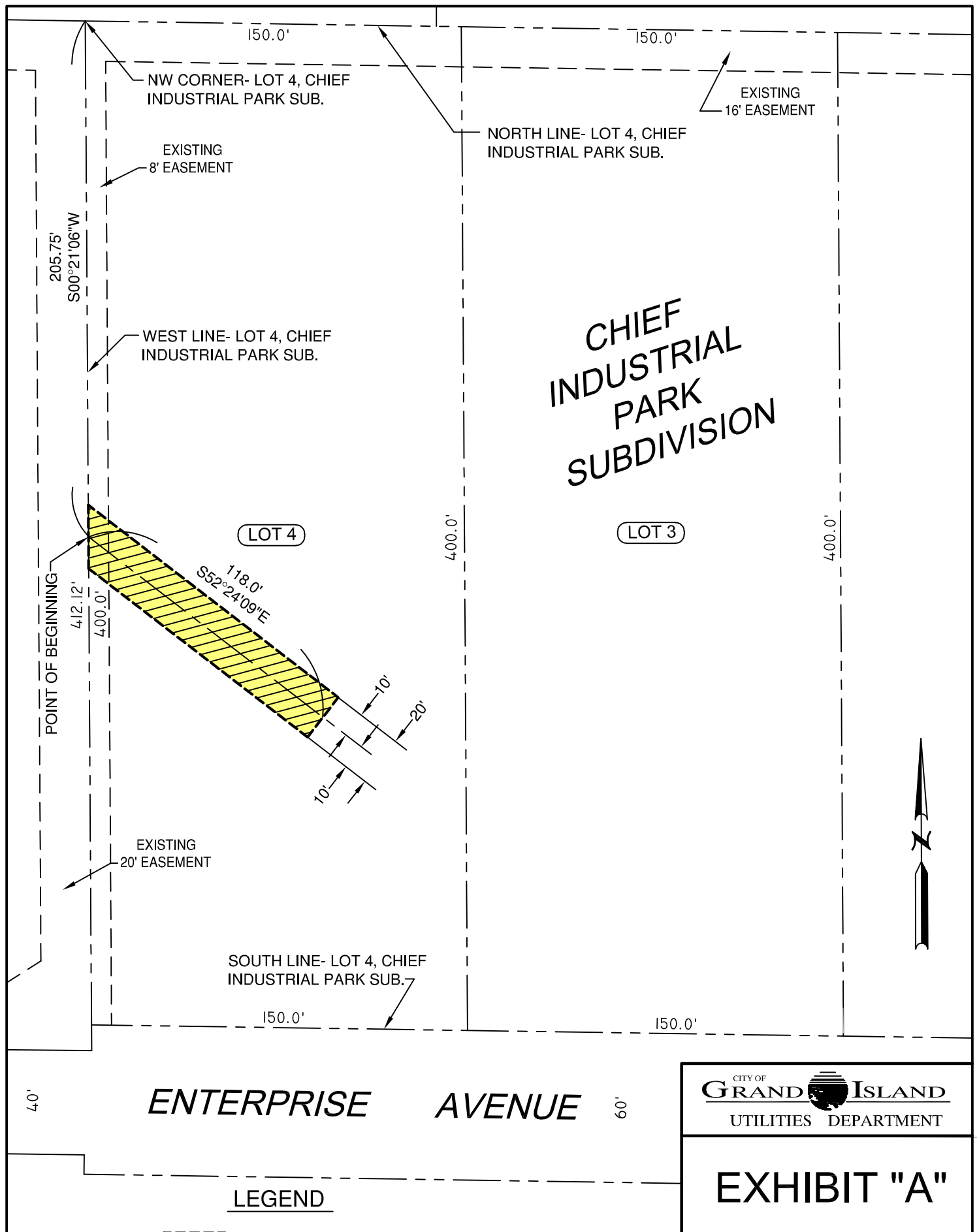
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



CITY OF  
**GRAND ISLAND**  
 UTILITIES DEPARTMENT

**EXHIBIT "A"**







# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item E-2

**Public Hearing on Acquisition of Ingress/Egress Easement in  
NW1/4, SW1/4 of Section 27, Township 11 North, Range 9- 3021 S  
Locust Street (The Grand Island Extended Stay, LLC)**

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

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Public Hearing on Acquisition of Ingress/Egress Easement in NW1/4, SW1/4 of Section 27, Township 11 North, Range 9- 3021 S Locust Street (The Grand Island Extended Stay, LLC)

**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.

An Ingress/Egress easement is necessary from The Grand Island Extended Stay, LLC, located at 3021 S Locust Street, which is directly north of the new lift station.

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**

To allow for access to the new lift station location it is requested that the City acquire an Ingress/Egress easement from The Grand Island Extended Stay, LLC, located at 3021 S Locust Street, according to the attached sketch.

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:

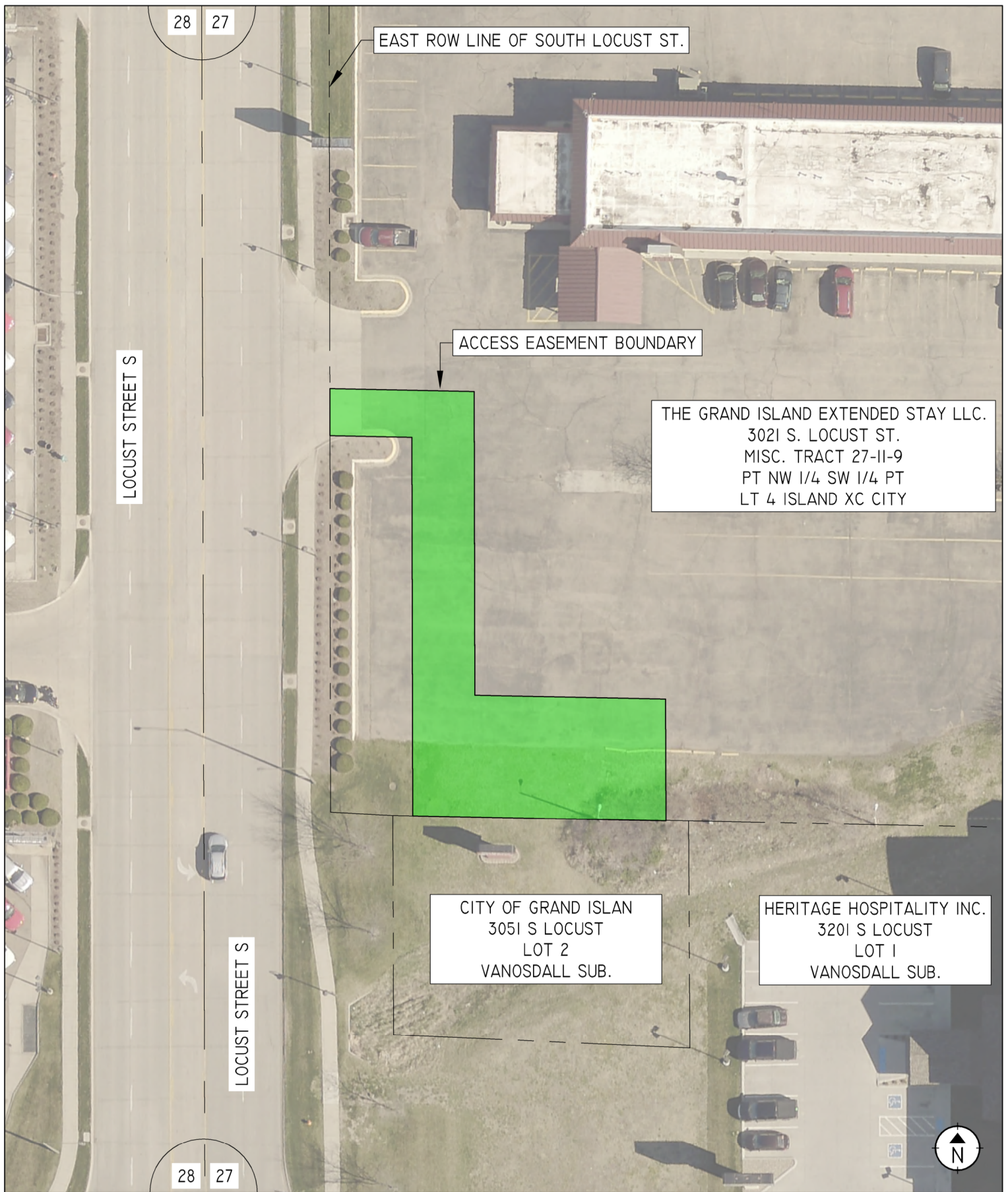
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the acquisition of the Ingress/Egress easement.

## **Sample Motion**

Move to approve the resolution.



# SITE MAP - PERMENANT ACCESS EASEMENT



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item E-3

### **Public Hearing on Acquisition of Drainage Easement in Nikodym Subdivision- 655 S Cherry Street (Nikodym)**

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

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Public Hearing on Acquisition of Drainage Easement in Nikodym Subdivision- 655 S Cherry Street (Nikodym)

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

## **Background**

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

A public drainage easement is needed to accommodate drainage for development in the area of Cherry Street and Bismark Road.

A sketch is attached to show the easement area.

## **Discussion**

To allow for development of the property at the northeast corner of Cherry Street and Bismark Road, a public drainage easement is necessary. This area will be maintained by the developer per the subdivision agreement.

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

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the public drainage easement.

### **Sample Motion**

Move to approve the public easements.

DWC: F:\2021\08001-08500\021-08391\40-Design\Survey\SRV\Sheets\02108391 V\_EASE\_02108391.dwg  
DATE: Mar 28, 2022 4:12pm  
XREFS: V\_XTOPO\_LDP\_02108391 V\_XRWAY\_LDP\_02108391  
USER: jjimenez

LOT 2  
NIKODYM  
SECOND  
SUBDIVISION

NORTHEAST CORNER  
LOT 2  
NIKODYM SUBDIVISION

129.49'(E)  
N90°00'00"E

P.O.B

N40°37'50"W  
197.65'(E)

EXISTING 16'  
UTILITY EASEMENT  
INST NO 202200690

S00°18'06"W  
150.00'(E)

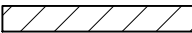
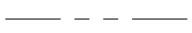
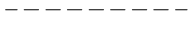
LOT 2  
NIKODYM  
SUBDIVISION  
(NOT A PART)

LOT 1  
NIKODYM  
SUBDIVISION  
(NOT A PART)

CHERRY STREET

BISMARCK RD

LEGEND

-  DRAINAGE EASEMENT
-  PROPERTY LINE
-  EXISTING EASEMENT LINE
- E EASEMENT DISTANCE
- P.O.B. POINT OF BEGINNING

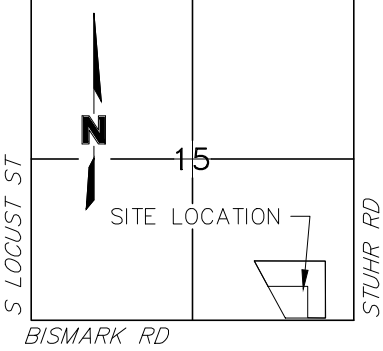
DRAINAGE EASEMENT DESCRIPTION

A DRAINAGE EASEMENT LOCATED IN PART OF LOT 2, NIKODYM SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°18'06"W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET; THENCE N40°37'50"W A DISTANCE OF 197.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 129.49 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 9712.09 SQUARE FEET OR 0.223 ACRES MORE OR LESS.

LOCATION MAP

SEC. 15, T11N, R9W  
NOT TO SCALE



N



PROJECT NO:	021-08391
DRAWN BY:	JMJ
DATE:	2022-03-28

DRAINAGE EASEMENT  
Council Session - 4/12/2022

oisson

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

EXHIBIT





# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item F-1

### **#9877 - Consideration of Approving Salary Ordinance**

*This item relates to Resolution item I-2.*

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** April 12, 2022

**Subject:** Consideration of Approving Salary Ordinance

**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 changes to the salary ordinance.

## **Discussion**

The proposed changes to the salary ordinance would reflect the changes to the First Addendum of the Labor Contract between the City Of Grand Island and the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Service/Clerical/Finance). Specifically, changes to the Public Safety Apprentice (PSA) wages and uniform allowance. Additionally, the ordinance proposes a prorated uniform allowance for the PSA-Part Time classification.

The proposed changes include the following:

1. Create the position of Public Safety Apprentice-Full Time in the IBEW-Service/Clerical/Finance labor agreement.
2. Specify Public Safety Apprentice-Part Time in the non-union group.
3. Establish language in which employees covered by the IBEW Service/Clerical/Finance labor agreement in the Public Safety Apprentice Full Time position shall be paid a uniform allowance at the rate of \$25.00 per pay period. Employees in the nonunion Public Safety Apprentice Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$25.00 per pay 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 approve Salary Ordinance # 9877.

### **Sample Motion**

Motion to approve Salary Ordinance # 9877.

## ORDINANCE NO. 9877

An ordinance to amend Ordinance 9867 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 lateral hiring incentive for the Police Department, namely for certified applicants, a Five Thousand dollar (\$5,000) certification credit and fifty (50) hours of compensatory time; to add a referral incentive to existing Officers who successfully recruit applicants, specifically, a Three Hundred dollar (\$300) incentive for the referral of one non-certified applicant who makes the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of two or more non-certified applicants who make the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of one or more certified applicants who make the Civil Service eligibility list; and a One Thousand Seven Hundred dollar (\$1,700) incentive if one or more of the referred applicants is hired~~ to add the IBEW Service/Clerical/Finance position and salary range of Public Safety Apprentice; to add the non-union position and salary range of Public Safety Apprentice-Part Time; and to repeal those portions of Ordinance No. 9867 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	<input checked="" type="checkbox"/> _____
April 6, 2022	<input checked="" type="checkbox"/> City Attorney

ORDINANCE NO. 9877(Cont.)

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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
Electrical Engineer II	35.2926/50.7006	Exempt
Emergency Management Deputy Director	30.7543/45.1964	Exempt

ORDINANCE NO. 9877(Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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	24.1758/30.1979	40 hrs/week
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

ORDINANCE NO. 9877(Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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
<u>Public Safety Apprentice-Part Time</u>	<u>17.5592/24.6211</u>	<u>40 hrs/week</u>
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	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
Victim Assistance Unit Coordinator	18.4893/25.8710	40 hrs/week
Victim/Witness Advocate	16.9519/23.7076	40 hrs/week

ORDINANCE NO. 9877(Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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:



ORDINANCE NO. 9877(Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Administrative Assistant-Utilities	22.3876/31.1427	40 hrs/week
Custodian	17.3168/21.5822	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	26.1591/33.5904	40 hrs/week
Engineering Technician II	32.4526/42.0591	40 hrs/week
Instrument Technician	37.0707/47.2568	40 hrs/week
Lineworker Apprentice	27.7882/38.5498	40 hrs/week
Lineworker First Class	35.4013/43.7249	40 hrs/week
Materials Handler	31.0070/39.4318	40 hrs/week
Meter Reader	24.1758/30.1979	40 hrs/week
Meter Technician	33.2499/37.7483	40 hrs/week
Power Dispatcher I	36.1020/44.7877	40 hrs/week
Power Dispatcher II	40.2854/50.7224	40 hrs/week

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<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Power Plant Maintenance Mechanic	34.6092/42.8018	40 hrs/week
Power Plant Operator	37.8075/43.8578	40 hrs/week
Senior Engineering Technician	36.0782/45.0109	40 hrs/week
Senior Materials Handler	35.4941/49.2077	40 hrs/week
Senior Power Dispatcher	46.4846/55.9970	40 hrs/week
Senior Power Plant Operator	43.5085/50.4378	40 hrs/week
Senior Substation Technician	39.6994/46.2921	40 hrs/week
Senior Water Maintenance Worker	26.9446/35.9365	40 hrs/week
Substation Technician	39.5895/44.4692	40 hrs/week
Systems Technician	41.5793/46.6303	40 hrs/week
Tree Trim Crew Chief	35.6425/44.8034	40 hrs/week
Utility Electrician	34.6685/44.1017	40 hrs/week
Utility Groundman	24.4206/30.8000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/45.5569	40 hrs/week
Utility Warehouse Clerk	26.2350/32.7744	40 hrs/week
Water Maintenance Worker	25.4102/33.4379	40 hrs/week
Wireworker I	25.5350/37.6918	40 hrs/week
Wireworker II	35.4013/43.7249	40 hrs/week

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:

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

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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, Five Thousand dollars (\$5,000) certification credit and fifty (50) hours of compensatory time if eligible.

A referral incentive is provided for existing Officers who successfully recruit applicants, specifically, a Three Hundred dollar (\$300) incentive for the referral of one non-certified applicant who makes the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of two or more non-certified applicants who make the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of one or more certified applicants who make the Civil Service eligibility list; and a One Thousand Seven Hundred dollar (\$1,700) incentive if one or more of the referred applicants is hired.

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

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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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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

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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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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

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Plumbing/Mechanical Inspector	24.1864/35.5663	40 hrs/week
Police Records Clerk	18.0813/25.6821	40 hrs/week
<u>Public Safety Apprentice</u>	<u>17.5592/24.6211</u>	<u>40 hrs/week</u>
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 \$0.50 per hour shall be added to the base hourly wage for persons who

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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

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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.



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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-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,

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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

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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

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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)

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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 6 <sup>th</sup> year	\$ 350.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 870.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,096.00
Twenty-five (25) years (beginning 26 <sup>th</sup> 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 6 <sup>th</sup> year)	\$ 226.00
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Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> 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 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00
Forty (40) years (beginning 41 <sup>st</sup> 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 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 830.50
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$1,032.50
Twenty-five (25) years (beginning 26 <sup>th</sup> 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 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00

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Forty (40) years (beginning 41<sup>st</sup> 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.

SECTION 14. Those portions of Ordinance No. 9867 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: April 12, 2022.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item F-2

**#9878 - Consideration of Vacation of Public Drainage Easement in Lots 1-20 of Copper Creek Seventeenth Subdivision- (The Guarantee Group, LLC)**

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



# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Consideration of Vacation of Public Drainage Easement in Lots 1-20 of Copper Creek Seventeenth Subdivision- (The Guarantee Group, LLC)

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

## **Background**

A drainage easement within Copper Creek Seventeenth Subdivision was filed with Hall County Register of Deeds on February 4, 2021 as Document No. 202100944.

## **Discussion**

The current property owner of Lots 1-20 in Copper Creek Seventeenth Subdivision is requesting to vacate such dedicated easement to allow for development of the area. An 8” pipe has been installed in the easement which will drain the surface water away from the area. Vacation of the drainage easement will allow for decks to be installed in the backyards of the subject lots. The homeowners association will own and maintain the drainage pipe.

## **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 drainage easement in Lots 1-20 of Copper Creek Seventeenth Subdivision- (The Guarantee Group, LLC).

## **Sample Motion**

Move to pass an ordinance vacating the easements.

ORDINANCE NO. 9878

An ordinance to vacate existing drainage 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 10' drainage easement located in Lots 1-20 of Copper Creek Seventeenth Subdivision, in the City of Grand Island, Hall County, Nebraska 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.

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney

ORDINANCE NO. 9878 (Cont.)

Enacted: April 12, 2022

Attest:

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

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



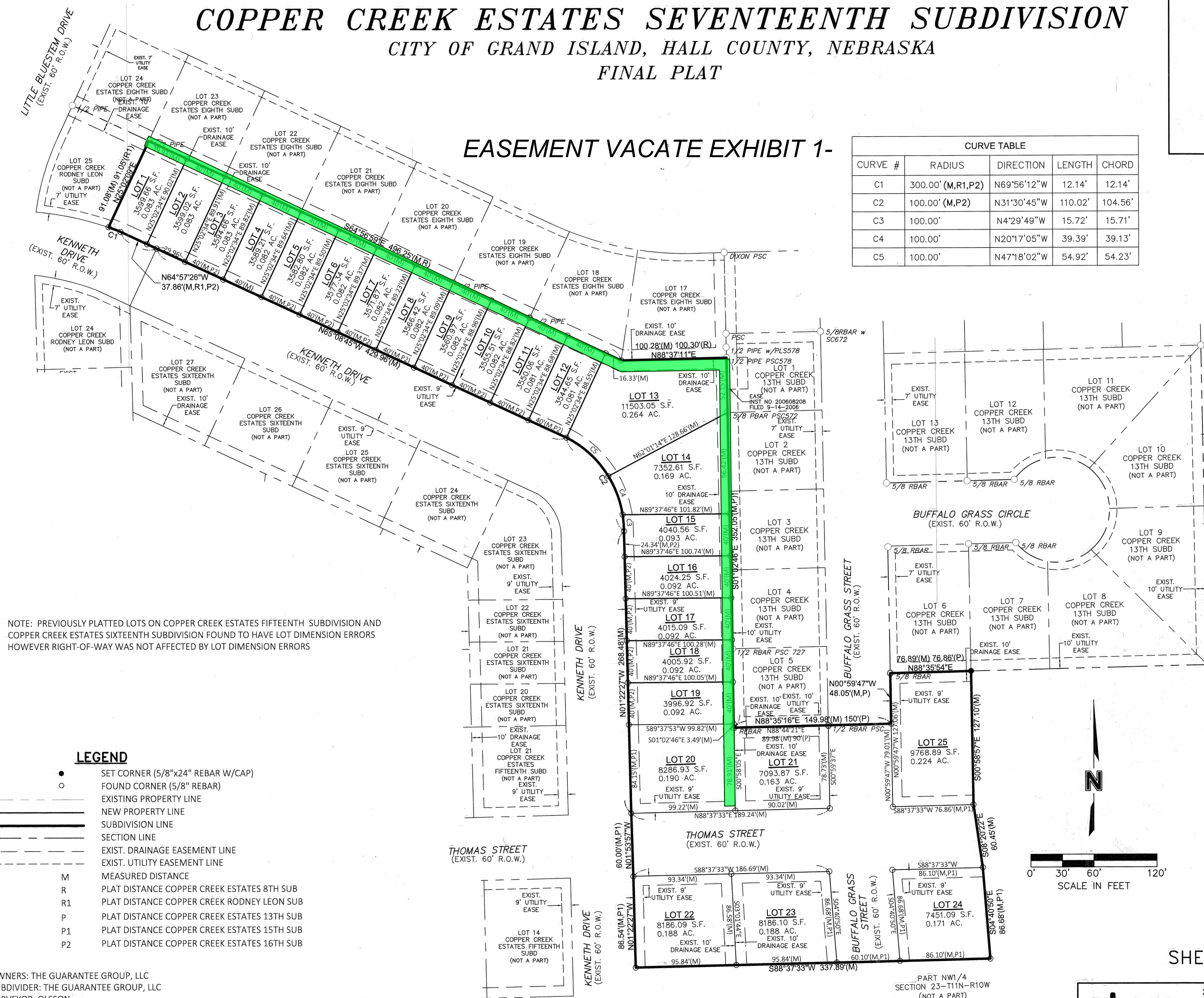
# COPPER CREEK ESTATES SEVENTEENTH SUBDIVISION

## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

#### EASEMENT VACATE EXHIBIT 1-

CURVE TABLE				
CURVE #	RADIUS	DIRECTION	LENGTH	CHORD
C1	300.00' (M,R1,P2)	N69°56'12"W	12.14'	12.14'
C2	100.00' (M,P2)	N31°30'45"W	110.02'	104.56'
C3	100.00'	N4°29'49"W	15.72'	15.71'
C4	100.00'	N20°17'05"W	39.39'	39.13'
C5	100.00'	N47°18'02"W	54.92'	54.23'



NOTE: PREVIOUSLY PLATTED LOTS ON COPPER CREEK ESTATES FIFTEENTH SUBDIVISION AND COPPER CREEK ESTATES SIXTEENTH SUBDIVISION FOUND TO HAVE LOT DIMENSION ERRORS HOWEVER RIGHT-OF-WAY WAS NOT AFFECTED BY LOT DIMENSION ERRORS

#### LEGEND

- SET CORNER (5/8"x24" REBAR W/CA)
- FOUND CORNER (5/8" REBAR)
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- SUBDIVISION LINE
- SECTION LINE
- - - EXIST. DRAINAGE EASEMENT LINE
- - - EXIST. UTILITY EASEMENT LINE
- - - MEASURED DISTANCE
- M PLAT DISTANCE COPPER CREEK ESTATES 8TH SUB
- R PLAT DISTANCE COPPER CREEK RODNEY LEON SUB
- R1 PLAT DISTANCE COPPER CREEK ESTATES 13TH SUB
- P PLAT DISTANCE COPPER CREEK ESTATES 15TH SUB
- P1 PLAT DISTANCE COPPER CREEK ESTATES 16TH SUB
- P2

OWNERS: THE GUARANTEE GROUP, LLC  
SUBDIVIDER: THE GUARANTEE GROUP, LLC  
SURVEYOR: OLSSON  
ENGINEER: OLSSON  
NUMBER OF LOTS: 25

SHEET 1 OF 2

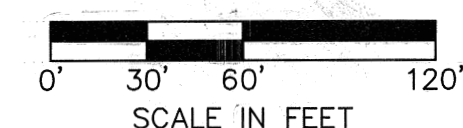
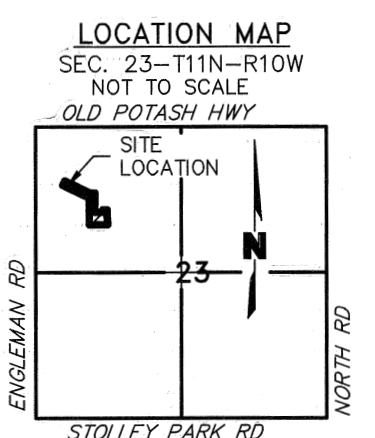
**olsson**

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

PROJECT NO. 2020-0378  
GUARANTEE GROUP  
SURVEY  
FB

STATE OF NEBRASKA  
COUNTY OF HALL  
2021 JUN 24 AM 10:06  
KRISTI WOLD  
ASSR/REGISTER OF DEEDS

202105318





COPPER CREEK ESTATES SEVENTEENTH SUBDIVISION  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA  
FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOTS 15, 16, 17, 18, 19, AND 20, COPPER CREEK ESTATES FIFTEENTH SUBDIVISION AND ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19, COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 130801.03 SQUARE FEET OR 3.003 ACRES.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON April 12<sup>th</sup>, 2021, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOTS 15, 16, 17, 18, 19, AND 20, COPPER CREEK ESTATES FIFTEENTH SUBDIVISION AND ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19, COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jai Jason Andrist  
JAI JASON ANDRIST, REGISTERED LAND SURVEYOR, NUMBER LS 630



APPROVAL

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA,

THIS 27<sup>th</sup> DAY OF April, 2020.

Chad M. Aaker  
PLANNING DIRECTOR

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "COPPER CREEK ESTATES SEVENTEENTH SUBDIVISION" A REPLAT OF ALL OF LOTS 15, 16, 17, 18, 19, AND 20, COPPER CREEK ESTATES FIFTEENTH SUBDIVISION AND ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19, COPPER CREEK ESTATES SIXTEENTH SUBDIVISION, ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT Grand Island, NEBRASKA THIS 10 DAY OF June, 2021.

Sean P. O'Connor  
SEAN P. O'CONNOR, A MEMBER  
THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HALL

ON THIS 10 DAY OF June, 2021, BEFORE ME Christina Kay Dethlefs A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED SEAN P. O'CONNOR, A MEMBER, THE GUARANTEE GROUP, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Grand Island, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES September 9, 2024

Christina Kay Dethlefs  
NOTARY PUBLIC



SHEET 2 OF 2

OWNERS: THE GUARANTEE GROUP, LLC  
SUBDIVIDER: THE GUARANTEE GROUP, LLC  
SURVEYOR: OLSSON  
ENGINEER: OLSSON  
NUMBER OF LOTS: 26

olsson

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

PROJECT NO. 2020-0378  
GUARANTEE GROUP  
SURVEY  
FB



# **City of Grand Island**

**Tuesday, April 12, 2022**

**Council Session**

## **Item G-1**

### **Approving Minutes of March 22, 2022 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

March 22, 2022

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on March 22, 2022. Notice of the meeting was given in *The Grand Island Independent* on March 16, 2022.

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

INVOCATION was given by Councilmember Mitch Nickerson followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele introduced Community Youth Council members Sydney Millsap and Jazmine Roy.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Public Works Streets Employee Brian Sands for 55+ Years of Service with the City of Grand Island. Mayor Steele and the City Council recognized Public Works employee Brian Sands for over 55 years of service with the City of Grand Island. Mr. Sands was present for the recognition.

Financial Review Presentation. Finance Director Patrick Brown gave an update on Sales Tax receipts, Property Tax Revenue, Licenses & Permits, Motor Vehicle Sales Tax and revenues, Food & Beverage Occupation Tax, Rental Car Occupation Tax, and Hotel Occupation taxes.

PUBLIC HEARINGS:

Public Hearing on Redevelopment Plan for CRA No. 1 for Property Located at 313 West 2nd Street, Grand Island, Nebraska for Commercial Purposes (Left Click Properties). Regional Planning Director Chad Nabity reported that Left Click Properties LLC was proposing to renovate 313 West 2nd Street for commercial/office uses. The TIF proposed bond for this project would be \$71,629 for a period of 15 years. Staff recommended approval. Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on Redevelopment Plan for CRA No. 36 for Property Located South of Nebraska Highway 2 and West of Independence Avenue being developed as Highland North Subdivision, Grand Island, Nebraska for Commercial and Residential Purposes (A & H Holdings). Regional Planning Director Chad Nabity reported that A & H Holdings was proposing to develop property

south of Nebraska Highway 2 and west of Independence Avenue for residential and commercial uses. They are also proposing 140 units of housing including detached single family, attached single family, townhomes, row houses and condominiums along with a small neighborhood commercial node at the intersection of Highway 2 and Independence Avenue. The TIF proposed bond for this project would be \$14,590,251 for a period of 15 years. Staff recommended approval. Zach Butz, 308 North Locust Street; Bruce Schriner, 3434 Grassridge Drive; and Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on Re-Adoption of the Grand Island Zoning Map. Regional Planning Director Chad Nabity reported that over the course of the past 20 years the City of Grand Island had periodically readopted the official zoning map for the City. Reviewed were the zoning changes, annexations, and other proposed changes. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Drainage Easement Section 36, Township 11 North, Range 10 West – 3740 S Highway 281 (Robb). Public Works Director John Collins reported that a public drainage easement was needed to accommodate drainage for development within the area of Husker Highway and US Highway 281 and to allow for the widening Husker Highway. Staff recommended approval. No public testimony was heard.

#### ORDINANCE:

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

#### #9876 - Consideration of Re-Adoption of the Grand Island Zoning Map

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

This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Minton to approve Ordinance #9876.

City Clerk: Ordinance #9876 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9876 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.



Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9876 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-15 (Resolution #2022-75) was pulled from the agenda. Consent Agenda item G-11 (Resolution #2022-71) was removed for further discussion. Motion by Paulick, second by Minton to approve the Consent Agenda excluding item G-. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 8, 2022 City Council Regular Meeting.

Approving Requests from Barbara Davis, 135 Lynn Lane for Liquor Manager Designation with Smoker Friendly, 710 N Diers Avenue.

#2022-63 - Approving Final Plat for Twin Lakes Third Subdivision. It was noted that Travis Lilenthal, owner, had submitted the Final Plat and Subdivision Agreement for Twin Lakes Third Subdivision located south of Bismark Road and west of Austin Avenue for the purpose of creating 2 lots on 9.517 acres.

#2022-64 - Approving Subdivision Agreement Amendment for Legacy 34 First Subdivision.

#2022-65 - Approving Advanced EMS Training Agreement with Mid-Plains Community College.

#2022-66 - Approving Bid Award for 2022 Substation Walls with AMP Works of Grand Island, Nebraska in an Amount of \$412,748.82.

#2022-67 - Approving Precipitator, Bottom Ash and Boiler Industrial Cleaning-Spring 2022 with AIMS Companies of Scottsdale, Arizona in an Amount of \$202,635.54.

#2022-68 - Approving Bid Award for Water Main Project 2022-W-1 with The Diamond Engineering Co. of Grand Island, Nebraska in an Amount of \$156,216.80.

#2022-69 - Approving Bid Award for Phelps Wing HVAC with Jerry's Sheet Metal Heating & Colling of Grand Island, Nebraska in an Amount of \$36,550.00.

#2022-70 - Approving Acquisition of Drainage Easement Section 36, Township 11 North, Range 10 West – 3740 S Highway 281 (Robb).

#2022-71 - Approving Bid Award for Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4 with Building Crafts, Inc. of Red Oak, Iowa in an Amount of \$8,356,000.00. Public Works Director John Collins reported that the Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4 was to improve plant performance and give more accuracy to flow monitoring, on which some fees are based.

Discussion was held regarding the cost. Mr. Collins stated this was included in the rate study.

Motion by Haase, second by Guzinski to approve Resolution #2022-71. Upon roll call vote, all voted aye. Motion adopted.

#2022-72 - Approving Amendment No. 1 to Engineering Consulting Agreement for Moores Creek Drainage Culvert Extension and Detention Cell; Project No. 2021-D-2 with Olsson, Inc. of Grand Island, Nebraska for an Increase of \$50,700.00 and a Revised Contract Amount of \$123,300.00.

#2022-73 - Approving Preliminary Plans, Specifications, and Estimates with Nebraska Department of Transportation for Five Points Intersection.

#2022-74 - Approving Bid Award for Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$356,193.50.

#2022-75 - Approving Updated Parking Regulations. This item was pulled from the agenda at the request of the Public Works Department.

#2022-76 - Approving Award of Professional Engineering Consulting Services for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 with Olsson, Inc. of Grand Island, Nebraska in an Amount not to exceed \$578,900.00.

#2022-77 - Approving Amendment to Grand Island Public Library FTE Budget Allocation.

#### RESOLUTIONS:

#2022-78 - Consideration of Approving the Redevelopment Plan for CRA No. 1 for Property Located at 313 West 2nd Street, Grand Island, Nebraska for Commercial Purposes (Left Click Properties). This item was related to the aforementioned Public Hearing.

Comments were made regarding the cost of this project and the location using TIF. Amos Anson, 4234 Arizona Avenue answered questions regarding the assessed value and the cost of the façade. Mr. Nabity explained how the façade would be paid for.

Motion by Guzinski, second by Paulick to approve Resolution #2022-78. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, Fitzke, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

#2022-79 - Consideration of Approving the Redevelopment Plan for CRA No. 36 for Property Located South of Nebraska Highway 2 and West of Independence Avenue being developed as Highland North Subdivision, Grand Island, Nebraska for Commercial and Residential Purposes (A & H Holdings). This item was related to the aforementioned Public Hearing.

Comments were made concerning the use of T'IF on this project.

Motion by Nickerson, second by Guzinski to approve Resolution #2022-79. Upon roll call vote, Councilmembers Haase, Nickerson, Mendoza, Guzinski, Minton, Conley, Stelk, and Paulick voted aye. Councilmember Fitzke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of March 9, 2022 through March 22, 2022 for a total amount of \$3,988,364.73. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:54 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, April 12, 2022**

**Council Session**

## **Item G-2**

**Approving Change of Location for Bosselman Pump & Pantry,  
Inc. dba Pump & Pantry #10, 3212 South Locust Street to Pump &  
Pantry 54, 3436 South Locust Street – Liquor License D-104597**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 12, 2022

**Subject:** Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #10, 3212 South Locust Street for a Change of Location for Class “D-104597” Liquor License to Pump & Pantry #54, 3436 South Locust Street

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

## **Background**

Bosselman Pump & Pantry, Inc. dba Pump & Pantry #10, 3212 South Locust Street has submitted an application for a Change of Location for their Class “D-104597” Liquor License to Pump & Pantry #54, 3436 South Locust Street.

## **Discussion**

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the application for a change of location requested by Bosselman Pump & Pantry, Inc. dba Pump & Pantry #10, 3212 South Locust Street to Pump & Pantry #54, 3436 South Locust Street for Liquor License "D-104597" contingent upon final inspections.



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-3

**#2022-75 - Approving Updated Parking Regulations**

Staff Contact: John Collins

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Consideration of Approving Updated Parking Regulations

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

## **Background**

Council action is required to designate parking restrictions on any public street. As changes are approved the City Council will also approve the master list of parking designations/restrictions.

## **Discussion**

Through the work of the Street Division updating signage throughout the City a few discrepancies were uncovered with the Parking Regulation resolution. The Public Works Engineering staff have prepared the attached Parking Restriction resolution, with corrections and updates.

On April 26, 2016, via Resolution No. 2016-93, City Council approved the No Parking or Standing at any time restriction along Sky Park Road from Airport Road to Abbott Road, however “Standing” was inadvertently omitted on the Parking Regulation database. Parking is when the vehicle engine is off, while Standing is the car running and not in gear.

The removal of Marian Road restriction is due to the closure of the Early Learning Center at the northeast corner of Capital Avenue and Engleman Road.

The removal of the 3<sup>rd</sup> Street loading zone is per the request of Councilmember Mark Stelk, with the relocation of the Senior Citizens Industries, Inc. CRANE services.

## **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 Parking Regulation resolution adjustments recommended by the Engineering Division of the Public Works Department.

## **Sample Motion**

Move to approve the resolution.

PARKING RESTRICTION RESOLUTION

PART ONE - NO PARKING (2022/3/14)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
10th Street	Broadwell Avenue	135' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
10th Street	90' West of Eddy Street	110' East of Eddy Street	Both	No Parking	7	24 Hr.
10th Street	160' West of Cedar Street	Cedar Street	South	No Parking	7	7:00am-4:30pm
11th Street	Wheeler Avenue	Pine Street	South	No Parking	7	24 Hr.
11th Street	40' West of Beal Street	40' East of Beal Street	Both	No Parking	7	24 Hr.
12th Street	Eddy Street	Pine Street	South	No Parking	7	24 Hr.
13th Street	Webb Road	Isle Road	Both	No Parking	7	24 Hr.
13th Street	75' East of Howard Avenue	280' West of Kruse Avenue	South	No Parking	7	24 Hr.
13th Street	100' East of Howard Avenue	350' West of Kruse Avenue	North	No Parking	7	24 Hr.
13th Street	245' West of Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
13th Street	140' West of Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
15th Street	Eddy Street	Elm Street	South	No Parking	7	24 Hr.
1st Street	Greenwich Street	120' East of Greenwich Street	North	No Parking	7	24 Hr.
23rd Street	Wheeler Avenue	Locust Street	Both	No Parking	Mon-Fri	8:00am-5:30pm
2nd Street	Eddy Street	Cleburn Street	North	No Parking	7	24 Hr.
2nd Street	80' West of Walnut Street	Walnut Street	North	No Parking	7	24 Hr.
3rd Street	Blaine Street	220' East of Blaine Street	Both	No Parking	7	24 Hr.
3rd Street	Harrison Street	290' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
3rd Street	Jefferson Street	Adams Street	North	No Parking	7	24 Hr.
3rd Street	Clark Street	Cleburn Street	Both	No Parking	7	24 Hr.
3rd Street	110' West Oak Street	Oak Street	North	No Parking	7	24 Hr.
4th Street	Broadwell Avenue	160' East of Broadwell	Both	No Parking	7	24 Hr.
4th Street	195' West of Eddy Street	Cleburn Street	Both	No Parking	7	24 Hr.
4th Street	35' West of Oak Street	Oak Street	South	No Parking	7	24 Hr.
4th Street	45' West of Oak Street	35' East of Oak Street	North	No Parking	7	24 Hr.
6th Street	Broadwell Avenue	Madison Street	Both	No Parking	7	24 Hr.
6th Street	Sycamore Street	Kimball Street	South	No Truck Parking	7	24 Hr.
7th Street	Darr Avenue	White Avenue	South	No Parking	7	24 Hr.
Adams Street	170' South of Stolley Park Road	Stolley Park Road	Both	No Parking	7	24 Hr.
Anderson Avenue	Alley West of Locust Street	Locust Street	South	No Parking	7	8:00pm-7:00am
Anna Street	Broadwell Avenue	Madison Street	Both	No Parking	7	24 Hr.
Anna Street	Madison Street	Adams Street	North	No Parking	7	24 Hr.
Anna Street	Eddy Street	Cleburn Street	Both	No Parking	7	24 Hr.
Anna Street	Elm Street	Locust Street	Both	No Parking	7	24 Hr.
Bismark Road	Locust Street	Pine Street - South Leg	Both	No Parking	7	24 Hr.
Blaine Street	Stolley Park Road	Del Monte Avenue	Both	No Parking	7	24 Hr.
Blaine Street	110' North of 2nd Street	3rd Street	East	No Parking	7	24 Hr.
Blaine Street	200' South of Old Potash Highway/Lincoln Highway	Old Potash Highway/Lincoln Highway	Both	No Parking	7	24 Hr.
Boggs Avenue	7th Street	Baumann Drive	East	No Parking	7	24 Hr.
Brahma Street	40' South of Wyandotte Street	Wyandotte Street	East	No Parking	7	24 Hr.
Broadwell Avenue	Division Street	2nd Street	Both	No Parking	7	24 Hr.
Capital Avenue	80' East of Engleman Road	180' East of Engleman Road	North	No Parking	7	24 Hr.
Capital Avenue	Independence Avenue	Macron Street	North	No Parking	7	24 Hr.
Charles Street	Locust Street	Pine Street	North	No Parking	7	24 Hr.
Charles Street	Locust Street	55' East of Locust Street	South	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION						
PART ONE - NO PARKING (2022/3/14)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
College Street	Webb Road	Sheridan Avenue	Both	No Parking	7	24 Hr.
Custer Avenue	Old Potash Highway/Lincoln Highway	Clarence Street	Both	No Parking	7	24 Hr.
Custer Avenue	75' South of North Front Street	75' North of North Front Street	Both	No Parking	7	24 Hr.
Custer Avenue	200' South of Faidley Avenue	175' North of Faidley Avenue	West	No Parking	7	24 Hr.
Custer Avenue	200' South of Faidley Avenue	185' North of 8th Street	East	No Parking	7	24 Hr.
Custer Avenue	235' South of 13th Street	50' south of 14th Street	Both	No Parking	7	24 Hr.
Custer Avenue	75' South of Vandergrift Avenue	16th Street	West	No Parking	7	24 Hr.
Custer Avenue	370' South of State Street	Waugh Street	Both	No Parking	7	24 Hr.
Custer Avenue	375' North of College Street	475' North of College Street	East	No Parking	7	24 Hr.
Darr Avenue	5th Street	6th Street	East	No Parking	7	24 Hr.
Darr Avenue	75' South of 7th Street	7th Street	West	No Parking	7	24 Hr.
Darr Avenue	30' South of 7th Street	7th Street	East	No Parking	7	24 Hr.
Delaware Street	Locust Street	Alley East of Locust Street	Both	No Parking	7	10:00pm-5:00am
Delta Street	Lincoln Avenue	145' East of Lincoln Avenue	South	No Parking	7	24 Hr.
Eddy Street	Hedde Street	Fonner Park Road	East	No Parking	7	11:00pm-5:00am
Eddy Street	Fonner Park Road	200' North of Fonner Park Road	East	No Parking	7	24 Hr.
Eddy Street	Eddy Street & Greenwich Street Intersection	50' North of the Eddy Street & Greenwich Street Intersection	West	No Parking	7	24 Hr.
Eddy Street	170' South of Koenig Street	Division Street	West	No Parking	7	24 Hr.
Eddy Street	50' South of Koenig Street	1st Street	East	No Parking	7	24 Hr.
Eddy Underpass Frontage Road West	North Front Street	4th Street	Both	No Parking	7	24 Hr.
Eddy Underpass Frontage Road East	North Front Street	4th Street	Both	No Parking	7	24 Hr.
Elm Street	125' South of South Union Pacific Railroad Mainline Track	Union Pacific Railroad	Both	No Parking	7	24 Hr.
Elm Street	10th Street	12th Street	West	No Parking	7	24 Hr.
Engleman Road	Capital Avenue	75' North of Capital Avenue	East	No Parking	7	24 Hr.
Exchange Road	Dead End (South End)	Locust Street	East	No Parking	7	24 Hr.
Faidley Avenue	Custer Avenue	Carey Street	Both	No Parking	7	24 Hr.
Faidley Avenue	155' West Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Faidley Avenue	120' West Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Fonner Park Road	150' West of Locust Street	Sycamore Street	Both	No Parking	7	24 Hr.
Forrest Street	Custer Avenue	Lafayette Avenue	South	No Parking	7	7:30am-4:00pm
Greenwich Street	Fonner Park Road	250' North of Fonner Park Road	West	No Parking	7	24 Hr.
Hedde Street	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Holcomb Street	110' West of Bantam Street	Bantam Street	South	No Parking	7	24 Hr.
Jefferson Street	3rd Street	South Front Street	Both	No Parking	7	24 Hr.
Kaufman Avenue	500' North of Old Potash	560' North of Old Potash	East	No Parking	7	24 Hr.
Koenig Street	30' West of Eddy Street	Eddy Street	South	No Parking	7	24 Hr.
Koenig Street	55' West of Eddy Street	150' East of Eddy Street	North	No Parking	7	24 Hr.
Koenig Street	60' West of Walnut Street	Walnut Street	South	No Parking	7	24 Hr.
Koenig Street	Pine Street	Oak Street	South	No Parking	7	24 Hr.
Koenig Street	Louise Street	90' North of Louise Street	East	No Parking	7	24 Hr.
Koenig Street	Louise Street	130' North of Louise Street	West	No Parking	7	24 Hr.
Lafayette Avenue	College Street	Forrest Street	West	No Parking	7	7:30am-4:00pm
Lincoln Avenue	90' North of Delta Street	195' North of Delta Street	East	No Parking	7	24 Hr.
Lincoln Avenue	2nd Street	2nd Street	West	No Parking	7	24 Hr.
Locust Street	Charles Street	1st Street	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION						
PART ONE - NO PARKING (2022/3/14)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Locust Street	10th Street	12th Street	West	No Parking	7	24 Hr.
Louise Street	Koenig Street	90' North of Koenig Street	West	No Parking	7	24 Hr.
Louise Street	Koenig Street	110' North of Koenig Street	East	No Parking	7	24 Hr.
Manchester Road	Independence Avenue	Mansfield Road	Both	No Parking	7	24 Hr.
Mansfield Road	Cannon Road	Manchester Road	Both	No Parking	7	24 Hr.
Mansfield Road	Concrete Section	Horseshoe Place	East	No Parking	7	24 Hr.
Mansfield Road	Horseshoe Place	Hike/Bike Trail	East	No Parking	7	24 Hr.
<del>Marian Road</del>	<del>15' North of GIPS Fence Gate</del>	<del>20' East of GIPS Fence Gate</del>	<del>West/South</del>	<del>No Parking</del>	<del>7</del>	<del>24 Hr.</del>
Monarch Avenue	Ebony Lane	Sunrise Avenue	South	No Parking	7	24 Hr.
North Front Street	Webb Road	Eisenhower Drive	Both	No Parking	7	24 Hr.
North Front Street	Broadwell Avenue	65' West of Monroe Street	North	No Parking	7	24 Hr.
North Front Street	148' West of Lincoln Avenue	Lincoln Avenue	South	No Parking	7	24 Hr.
North Front Street	150' West of Clark Street	Clark Street	South	No Parking	7	24 Hr.
Oklahoma Avenue	80' West of Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Oklahoma Avenue	30' West of Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Old Highway 30	Industrial Lane	US Highway 30 (West of Overpass)	North	No Parking	7	24 Hr.
Old Lincoln Highway	Custer Avenue	175' East of Custer Avenue	South	No Parking	7	24 Hr.
Old Lincoln Highway	Carey Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Old Lincoln Highway	Garfield Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Old Potash Highway	Piper Street	565' West of Custer Avenue	North	No Parking	7	24 Hr.
Old Potash Highway	200' West of Custer Avenue	Custer Avenue	Both	No Parking	7	24 Hr.
Orleans Drive	Faidley Avenue	215' North of Faidley Avenue	East	No Parking	7	24 Hr.
Oxnard Avenue	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Phoenix Avenue	1/2 Block West of Locust Street	Locust Street	Both	No Parking	7	24 Hr.
Pine Street	Bismark Road	Ashton Avenue	East	No Parking	7	24 Hr.
Pine Street	Schuff Street	Ashton Avenue	West	No Parking	7	8:00pm-6:00am
Pine Street	115' South of Koenig Street	Koenig Street	West	No Parking	7	24 Hr.
Pine Street	145' South of Court Street	Court Street	West	No Parking	7	24 Hr.
Pine Street	70' South of South Front Street	South Front Street	West	No Parking	7	24 Hr.
Piper Street	Old Potash Highway	495' North of Old Potash Highway	East	No Parking	Mon-Fri	7:00am-7:00pm
Prospect Street	Lafayette Avenue	Park Avenue	Both	No Parking	Mon-Fri	7:00am-4:00pm
Ramada Road	US Highway 34	Woodland Drive	Both	No Parking	7	8:00pm-6:00am
Riverside Drive	Hagge Avenue	Stolley Park Road	Both	No Parking	7	24 Hr.
Roberts Street	Broadwell Avenue	250' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
Roberts Street	420' East of Broadwell Avenue	330' East of Roberts Court	North	No Trailer Parking	7	24 Hr.
Sagewood Avenue	710' South of State Street	State Street	West	No Parking	7	24 Hr.
Schimmer Drive	US Highway 281	350' East of US Highway 281	North	No Parking	7	24 Hr.
Sky Park Road	Airport Road	Abbot Road	Both	No Parking <span>or Standing</span>	7	24 Hr.
South Street	Locust Street	Pine Street	Both	No Parking	7	8:00pm-5:00am
State Street	US Hwy 281	350' East of Webb Road	Both	No Parking	7	24 Hr.
State Street	Howard Avenue	Cleburn Street	Both	No Parking	7	24 Hr.
State Street	Cleburn Street	280' East of Cleburn Street	South	No Parking	7	24 Hr.
Stoeger Drive	Baumann Drive	7th Street	South	No Parking	7	24 Hr.
Stolley Park Road	<del>US Highway 281</del>	<del>Stolley Road</del>	<del>Both</del>	No Parking	7	24 Hr.
Stuhr Road	Stolley Park Road	Bismark Road	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION  
PART ONE - NO PARKING (2022/3/14)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Stuhr Road	Burlington Northern Railroad	City Outfall Ditch	Both	No Parking	7	24 Hr.
Swift Road	Stuhr Road	West boundary of WWTP	Both	No Parking	7	24 Hr.
Sycamore Street	Ashton Avenue	1st Street	West	No Parking	7	24 Hr.
Sycamore Street	4th Street	150' North of 4th Street	Both	No Parking	7	24 Hr.
Sycamore Street	5th Street	6th Street	East	No Parking	7	24 Hr.
Sycamore Underpass Frontage Road West	3rd Street	4th Street	Both	No Parking	7	24 Hr.
Sycamore Underpass Frontage Road East	3rd Street	4th Street	Both	No Parking	7	24 Hr.
US Highway 34	US Highway 281	Union Pacific Railroad	Both	No Parking	7	24 Hr.
Vine Street	80' South of Meves Avenue	Meves Avenue	East	No Parking	7	24 Hr.
Walnut Street	1st Street	2nd Street	West	No Parking	7	24 Hr.
Webb Road	Westside Street	300' North of State Street	Both	No Parking	7	24 Hr.
Wedgewood Drive	Locust Street	Bellwood Drive	Both	No Parking	7	11:00pm-5:00am
Wheeler Avenue	Division Street	115' North of Division Street	East	No Parking	7	24 Hr.
Wheeler Avenue	10th Street	17th Street	Both	No Parking	7	24 Hr.
Wheeler Avenue	80' South of 23rd Street	280' North of 23rd Street	West	No Parking	7	8:00am-4:30pm
Wheeler Avenue	22nd Street	Capital Avenue	East	No Parking	7	
Windolph Avenue	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Woodland Drive	Ramada Road	Locust Street	Both	No Parking	7	8:00pm-6:00am
Wyandotte Street	Brahma Street	Chanticleer Street	South	No Parking	7	24 Hr.
STATE FAIR PARKING RESTRICTIONS						
Fonner Park Road	Locust Street	Stuhr Road	Both	No Parking	7	24 Hr.
Stolley Park Road	500' West of Adams Street	Locust Street	Both	No Parking	7	24 Hr.
Stolley Park Road	1/2 mile West of Stuhr Road	Stuhr Road	Both	No Parking	7	24 Hr.
Stuhr Road	Wood River	Bismark Road	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION

PART TWO - TIME RESTRICTION PARKING (2022/3/14)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
1st Street	40' East of Cedar Street	60' East of Cedar Street	North	20 min.	Mon-Sat	8:00am-5:30pm
2nd Street	Walnut Street	Pine Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	Elm Street	Kimball Street	South	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	Elm Street	58' West of Cedar Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	58' West of Cedar Street	Cedar Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	Cedar Street	173' West of Walnut Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	173' West of Walnut Street	156' West of Walnut Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	156' West of Walnut Street	60' West of Walnut Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	60' West of Walnut Street	Walnut Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	Walnut Street	Sycamore Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	160' East of Sycamore Street	390' East of Sycamore Street	North	15 min.	Mon-Fri	7:00am-5:30pm
4th Street	145' East of Cedar Street	Wheeler Avenue	South	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	Cedar Street	Wheeler Avenue	North	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	Wheeler Avenue	Locust Street	Both	2 HR	7	24 Hr.
4th Street	Locust Street	Sycamore Street	North	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	120' West of Kimball Avenue	30' West of Kimball Avenue	South	2 HR	7	24 Hr.
Cedar Street	2nd Street	295' North of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Cedar Street	80' North of 2nd Street	295' North of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
College Street	Lafayette Avenue	Grand Island Avenue	South	2 HR	Mon-Fri	8:00am-4:00pm
College Street	Lafayette Avenue	Park Avenue	North	2 HR	Mon-Fri	8:00am-4:00pm
Elm Street	North Front Street	4th Street	East	2 HR	7	24 Hr.
Forrest Street	Kruse Avenue	148' East of Kruse Avenue	North	2 HR	Mon-Fri	8:00am-4:00pm
Kruse Avenue	Forrest Street	Cottage Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Lafayette Avenue	60' South of Waugh Street	Cottage Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Lafayette Avenue	60' North of Waugh Street	College Street	West	2 HR	Mon-Fri	8:00am-4:00pm
Locust Street	43' North of 1st Street	64' North of 1st Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	64' North of 1st Street	56' South of 2nd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	56' South of 2nd Street	38' South of 2nd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	2nd Street	134' South of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	134' South of 3rd Street	120' South of 3rd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	120' South of 3rd Street	83' North of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	83' North of 3rd Street	120' North of 3rd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	120' North of 3rd Street	South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	1st Street	125 North of 2nd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	125' North of 2nd Street	142' North of 2nd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	142' North of 2nd Street	40' South of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	40' South of 3rd Street	25' South of 3rd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	3rd Street	South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	4th Street	82' North of 4th Street	East	2 HR	Mon-Sat	8:00am-5:30pm

PARKING RESTRICTION RESOLUTION

PART TWO - TIME RESTRICTION PARKING (2022/3/14)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Park Avenue	125' South of College Street	Forrest Street	West	2 HR	Mon-Fri	8:00am-4:00pm
Park Avenue	125' North of College Street	Forrest Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Pine Street	Koenig Street	145' South of Court Street	West	2 HR	7	24 Hr.
Pine Street	Court Street	90' South of South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Pine Street	Court Street	40' North of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Pine Street	40' North of 3rd Street	57' North of 3rd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Pine Street	57' North of 3rd Street	South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Tilden Street	US Highway 30	100' North of US Highway 30	East	1 HR	7	24 Hr.
Walnut Street	2nd Street	120' South of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	110' South of 3rd Street	109' South of South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	265' North of the north set of UPRR tracks	4th Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	2nd Street	90' South of South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	150' North of the North set of UPRR tracks	63' South of 4th Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	63' South of 4th Street	4th Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Walnut Street	70' North of 4th Street	125' North of 4th Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Wheeler Avenue	280' South of Division Street	3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Wheeler Avenue	167' North of Division Street	3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm

PARKING RESTRICTION RESOLUTION  
PART THREE - LOADING ZONES (2022/3/14)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
10th Street	Cedar Street	64' East of Cedar Street	South	Loading Zone	7	7:00am-4:30pm
12th Street	110' East of Wheeler Street	140' East of Wheeler Street	North	Loading Zone	7	24 Hr
<del>3rd Street</del>	<del>220' West of Oak Street</del>	<del>110' West of Oak Street</del>	<del>North</del>	<del>Loading Zone</del>	<del>7</del>	<del>24 Hr</del>
7th Street	Lincoln Avenue	52' East of Lincoln Avenue	South	Loading Zone	Mon-Fri	7:30am-5:30pm
Beal Street	8th Street	9th Street	East	Loading Zone	Mon-Fri	8:00am-5:00pm
Bismark Street	Oak Street	Vine Street	North	Loading Zone	7	24 Hr
Charles Street	94' East of Locust Street	172' East of Locust Street	South	Loading Zone	7	24 Hr
Cleburn Street	North Front Street	74' North of North Front Street	East	Loading Zone	7	24 Hr
Eddy Street	250' South of Hedde Street	175' South of Hedde Street	East	Loading Zone	7	24 Hr
Kennedy Drive	35' North of Faidley Avenue	80' North of Faidley Avenue	East	Loading Zone	7	24 Hr
Oak Street	Bismark Road	380' North of Bismark Road	Both	Loading Zone	7	24 Hr
Pine Street	60' North of 6th Street	82' North of 6th Street	West	Loading Zone	7	24 Hr
Sherman Avenue	11th Avenue	13th Street	West	Loading Zone	7	8:00am-4:00pm
Vine Street	Bismark Road	Meves Avenue	West	Loading Zone	7	24 Hr
Walnut Street	50' North of 4th Street	70' North of 4th Street	East	Loading Zone	7	24 Hr
Walnut Street	120' South of 3rd Street	110' South of 3rd Street	West	Loading Zone	Mon-Fri	8:00am-5:00pm



PARKING RESTRICTION RESOLUTION						
PART FOUR - TOW ZONES (2022/3/14)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Swift Road	Stuhr Road	Museum Drive	Both	Tow Zone	7	24 Hr

RESOLUTION 2022-75

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, establish parking regulations upon the streets of the City of Grand Island; and

WHEREAS, through the work of the Street Division updating signage throughout the City a few discrepancies were uncovered with the Parking Regulation resolution; and

WHEREAS, the Public Works Engineering staff have prepared the attached Parking Restriction database, with corrections and updates.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that parking regulations within the City of Grand Island are established as listed on the attached exhibits “Part One- No Parking; dated 2022/4/12”, “Part Two- Time Restriction Parking, dated 2022/4/12”, Part Three- Loading Zones, dated 2022/4/12”, and “Part Four- Tow Zone, dated 2022/4/12”.

BE IT FURTHER RESOLVED, that this resolution supersedes any and all other resolutions established or amending parking regulations for the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney

PARKING RESTRICTION RESOLUTION						
PART ONE - NO PARKING (2022/4/12)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
10th Street	Broadwell Avenue	135' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
10th Street	90' West of Eddy Street	110' East of Eddy Street	Both	No Parking	7	24 Hr.
10th Street	160' West of Cedar Street	Cedar Street	South	No Parking	7	7:00am-4:30pm
11th Street	Wheeler Avenue	Pine Street	South	No Parking	7	24 Hr.
11th Street	40' West of Beal Street	40' East of Beal Street	Both	No Parking	7	24 Hr.
12th Street	Eddy Street	Pine Street	South	No Parking	7	24 Hr.
13th Street	Webb Road	Isle Road	Both	No Parking	7	24 Hr.
13th Street	75' East of Howard Avenue	280' West of Kruse Avenue	South	No Parking	7	24 Hr.
13th Street	100' East of Howard Avenue	350' West of Kruse Avenue	North	No Parking	7	24 Hr.
13th Street	245' West of Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
13th Street	140' West of Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
15th Street	Eddy Street	Elm Street	South	No Parking	7	24 Hr.
1st Street	Greenwich Street	120' East of Greenwich Street	North	No Parking	7	24 Hr.
23rd Street	Wheeler Avenue	Locust Street	Both	No Parking	Mon-Fri	8:00am-5:30pm
2nd Street	Eddy Street	Cleburn Street	North	No Parking	7	24 Hr.
2nd Street	80' West of Walnut Street	Walnut Street	North	No Parking	7	24 Hr.
3rd Street	Blaine Street	220' East of Blaine Street	Both	No Parking	7	24 Hr.
3rd Street	Harrison Street	290' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
3rd Street	Jefferson Street	Adams Street	North	No Parking	7	24 Hr.
3rd Street	Clark Street	Cleburn Street	Both	No Parking	7	24 Hr.
3rd Street	110' West Oak Street	Oak Street	North	No Parking	7	24 Hr.
4th Street	Broadwell Avenue	160' East of Broadwell	Both	No Parking	7	24 Hr.
4th Street	195' West of Eddy Street	Cleburn Street	Both	No Parking	7	24 Hr.
4th Street	35' West of Oak Street	Oak Street	South	No Parking	7	24 Hr.
4th Street	45' West of Oak Street	35' East of Oak Street	North	No Parking	7	24 Hr.
6th Street	Broadwell Avenue	Madison Street	Both	No Parking	7	24 Hr.
6th Street	Sycamore Street	Kimball Street	South	No Truck Parking	7	24 Hr.
7th Street	Darr Avenue	White Avenue	South	No Parking	7	24 Hr.
Adams Street	170' South of Stolley Park Road	Stolley Park Road	Both	No Parking	7	24 Hr.
Anderson Avenue	Alley West of Locust Street	Locust Street	South	No Parking	7	8:00pm-7:00am
Anna Street	Broadwell Avenue	Madison Street	Both	No Parking	7	24 Hr.
Anna Street	Madison Street	Adams Street	North	No Parking	7	24 Hr.
Anna Street	Eddy Street	Cleburn Street	Both	No Parking	7	24 Hr.
Anna Street	Elm Street	Locust Street	Both	No Parking	7	24 Hr.
Bismark Road	Locust Street	Pine Street - South Leg	Both	No Parking	7	24 Hr.
Blaine Street	Stolley Park Road	Del Monte Avenue	Both	No Parking	7	24 Hr.
Blaine Street	110' North of 2nd Street	3rd Street	East	No Parking	7	24 Hr.
Blaine Street	200' South of Old Potash Highway/Lincoln Highway	Old Potash Highway/Lincoln Highway	Both	No Parking	7	24 Hr.
Boggs Avenue	7th Street	Baumann Drive	East	No Parking	7	24 Hr.
Brahma Street	40' South of Wyandotte Street	Wyandotte Street	East	No Parking	7	24 Hr.
Broadwell Avenue	Division Street	2nd Street	Both	No Parking	7	24 Hr.
Capital Avenue	80' East of Engleman Road	180' East of Engleman Road	North	No Parking	7	24 Hr.
Capital Avenue	Independence Avenue	Macron Street	North	No Parking	7	24 Hr.
Charles Street	Locust Street	Pine Street	North	No Parking	7	24 Hr.
Charles Street	Locust Street	55' East of Locust Street	South	No Parking	7	24 Hr.
College Street	Webb Road	Sheridan Avenue	Both	No Parking	7	24 Hr.
Custer Avenue	Old Potash Highway/Lincoln Highway	Clarence Street	Both	No Parking	7	24 Hr.
Custer Avenue	75' South of North Front Street	75' North of North Front Street	Both	No Parking	7	24 Hr.
Custer Avenue	200' South of Faidley Avenue	175' North of Faidley Avenue	West	No Parking	7	24 Hr.
Custer Avenue	200' South of Faidley Avenue	185' North of 8th Street	East	No Parking	7	24 Hr.
Custer Avenue	235' South of 13th Street	50' south of 14th Street	Both	No Parking	7	24 Hr.
Custer Avenue	250' South of 13th Street	400' South of 13th Street	Both	No Parking	7	24 Hr.
Custer Avenue	250' South of 13th Street	400' South of 13th Street	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION						
PART ONE - NO PARKING (2022/4/12)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Custer Avenue	375' North of College Street	475' North of College Street	East	No Parking	7	24 Hr.
Darr Avenue	5th Street	6th Street	East	No Parking	7	24 Hr.
Darr Avenue	75' South of 7th Street	7th Street	West	No Parking	7	24 Hr.
Darr Avenue	30' South of 7th Street	7th Street	East	No Parking	7	24 Hr.
Delaware Street	Locust Street	Alley East of Locust Street	Both	No Parking	7	10:00pm-5:00am
Delta Street	Lincoln Avenue	145' East of Lincoln Avenue	South	No Parking	7	24 Hr.
Eddy Street	Hedde Street	Fonner Park Road	East	No Parking	7	11:00pm-5:00am
Eddy Street	Fonner Park Road	200' North of Fonner Park Road	East	No Parking	7	24 Hr.
Eddy Street	Eddy Street & Greenwich Street Intersection	50' North of the Eddy Street & Greenwich Street Intersection	West	No Parking	7	24 Hr.
Eddy Street	170' South of Koenig Street	Division Street	West	No Parking	7	24 Hr.
Eddy Street	50' South of Koenig Street	1st Street	East	No Parking	7	24 Hr.
Eddy Underpass Frontage Road West	North Front Street	4th Street	Both	No Parking	7	24 Hr.
Eddy Underpass Frontage Road East	North Front Street	4th Street	Both	No Parking	7	24 Hr.
Elm Street	125' South of South Union Pacific Railroad Mainline Track	Union Pacific Railroad	Both	No Parking	7	24 Hr.
Elm Street	10th Street	12th Street	West	No Parking	7	24 Hr.
Engleman Road	Capital Avenue	75' North of Capital Avenue	East	No Parking	7	24 Hr.
Exchange Road	Dead End (South End)	Locust Street	East	No Parking	7	24 Hr.
Faidley Avenue	Custer Avenue	Carey Street	Both	No Parking	7	24 Hr.
Faidley Avenue	155' West Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Faidley Avenue	120' West Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Fonner Park Road	150' West of Locust Street	Sycamore Street	Both	No Parking	7	24 Hr.
Forrest Street	Custer Avenue	Lafayette Avenue	South	No Parking	7	7:30am-4:00pm
Greenwich Street	Fonner Park Road	250' North of Fonner Park Road	West	No Parking	7	24 Hr.
Hedde Street	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Holcomb Street	110' West of Bantam Street	Bantam Street	South	No Parking	7	24 Hr.
Jefferson Street	3rd Street	South Front Street	Both	No Parking	7	24 Hr.
Kaufman Avenue	500' North of Old Potash	560' North of Old Potash	East	No Parking	7	24 Hr.
Koenig Street	30' West of Eddy Street	Eddy Street	South	No Parking	7	24 Hr.
Koenig Street	55' West of Eddy Street	150' East of Eddy Street	North	No Parking	7	24 Hr.
Koenig Street	60' West of Walnut Street	Walnut Street	South	No Parking	7	24 Hr.
Koenig Street	Pine Street	Oak Street	South	No Parking	7	24 Hr.
Koenig Street	Louise Street	90' North of Louise Street	East	No Parking	7	24 Hr.
Koenig Street	Louise Street	130' North of Louise Street	West	No Parking	7	24 Hr.
Lafayette Avenue	College Street	Forrest Street	West	No Parking	7	7:30am-4:00pm
Lincoln Avenue	90' North of Delta Street	195' North of Delta Street	East	No Parking	7	24 Hr.
Lincoln Avenue	2nd Street	3rd Street	West	No Parking	7	24 Hr.
Locust Street	Charles Street	1st Street	Both	No Parking	7	24 Hr.
Locust Street	10th Street	12th Street	West	No Parking	7	24 Hr.
Louise Street	Koenig Street	90' North of Koenig Street	West	No Parking	7	24 Hr.
Louise Street	Koenig Street	110' North of Koenig Street	East	No Parking	7	24 Hr.
Manchester Road	Independence Avenue	Mansfield Road	Both	No Parking	7	24 Hr.
Mansfield Road	Cannon Road	Manchester Road	Both	No Parking	7	24 Hr.
Mansfield Road	Concrete Section	Horseshoe Place	East	No Parking	7	24 Hr.
Mansfield Road	Horseshoe Place	Hike/Bike Trail	East	No Parking	7	24 Hr.
Monarch Avenue	Ebony Lane	Sunrise Avenue	South	No Parking	7	24 Hr.
North Front Street	Webb Road	Eisenhower Drive	Both	No Parking	7	24 Hr.
North Front Street	Broadwell Avenue	65' West of Monroe Street	North	No Parking	7	24 Hr.
North Front Street	148' West of Lincoln Avenue	Lincoln Avenue	South	No Parking	7	24 Hr.
North Front Street	150' West of Clark Street	Clark Street	South	No Parking	7	24 Hr.
Oklahoma Avenue	80' West of Broadwell Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Oklahoma Avenue	30' West of Broadwell Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Old Highway 50	1st Street	10th Street	Both	No Parking	7	24 Hr.
Old Lincoln Highway	1st Street	10th Street	Both	No Parking	7	24 Hr.

PARKING RESTRICTION RESOLUTION						
PART ONE - NO PARKING (2022/4/12)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Old Lincoln Highway	Carey Avenue	Broadwell Avenue	South	No Parking	7	24 Hr.
Old Lincoln Highway	Garfield Avenue	Broadwell Avenue	North	No Parking	7	24 Hr.
Old Potash Highway	Piper Street	565' West of Custer Avenue	North	No Parking	7	24 Hr.
Old Potash Highway	200' West of Custer Avenue	Custer Avenue	Both	No Parking	7	24 Hr.
Orleans Drive	Faidley Avenue	215' North of Faidley Avenue	East	No Parking	7	24 Hr.
Oxnard Avenue	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Phoenix Avenue	1/2 Block West of Locust Street	Locust Street	Both	No Parking	7	24 Hr.
Pine Street	Bismark Road	Ashton Avenue	East	No Parking	7	24 Hr.
Pine Street	Schuff Street	Ashton Avenue	West	No Parking	7	8:00pm-6:00am
Pine Street	115' South of Koenig Street	Koenig Street	West	No Parking	7	24 Hr.
Pine Street	145' South of Court Street	Court Street	West	No Parking	7	24 Hr.
Pine Street	70' South of South Front Street	South Front Street	West	No Parking	7	24 Hr.
Piper Street	Old Potash Highway	495' North of Old Potash Highway	East	No Parking	Mon-Fri	7:00am-7:00pm
Prospect Street	Lafayette Avenue	Park Avenue	Both	No Parking	Mon-Fri	7:00am-4:00pm
Ramada Road	US Highway 34	Woodland Drive	Both	No Parking	7	8:00pm-6:00am
Riverside Drive	Hagge Avenue	Stolley Park Road	Both	No Parking	7	24 Hr.
Roberts Street	Broadwell Avenue	250' East of Broadwell Avenue	Both	No Parking	7	24 Hr.
Roberts Street	420' East of Broadwell Avenue	330' East of Roberts Court	North	No Trailer Parking	7	24 Hr.
Sagewood Avenue	710' South of State Street	State Street	West	No Parking	7	24 Hr.
Schimmer Drive	US Highway 281	350' East of US Highway 281	North	No Parking	7	24 Hr.
Sky Park Road	Airport Road	Abbot Road	Both	No Parking or Standing	7	24 Hr.
South Street	Locust Street	Pine Street	Both	No Parking	7	8:00pm-5:00am
State Street	US Hwy 281	350' East of Webb Road	Both	No Parking	7	24 Hr.
State Street	Howard Avenue	Cleburn Street	Both	No Parking	7	24 Hr.
State Street	Cleburn Street	280' East of Cleburn Street	South	No Parking	7	24 Hr.
Stoeger Drive	Baumann Drive	7th Street	South	No Parking	7	24 Hr.
Stolley Park Road	US Highway 281	Stuhr Road	Both	No Parking	7	24 Hr.
Stuhr Road	Stolley Park Road	Bismark Road	Both	No Parking	7	24 Hr.
Stuhr Road	Burlington Northern Railroad	City Outfall Ditch	Both	No Parking	7	24 Hr.
Swift Road	Stuhr Road	West boundary of WWTP	Both	No Parking	7	24 Hr.
Sycamore Street	Ashton Avenue	1st Street	West	No Parking	7	24 Hr.
Sycamore Street	4th Street	150' North of 4th Street	Both	No Parking	7	24 Hr.
Sycamore Street	5th Street	6th Street	East	No Parking	7	24 Hr.
Sycamore Underpass Frontage Road West	3rd Street	4th Street	Both	No Parking	7	24 Hr.
Sycamore Underpass Frontage Road East	3rd Street	4th Street	Both	No Parking	7	24 Hr.
US Highway 34	US Highway 281	Union Pacific Railroad	Both	No Parking	7	24 Hr.
Vine Street	80' South of Meves Avenue	Meves Avenue	East	No Parking	7	24 Hr.
Walnut Street	1st Street	2nd Street	West	No Parking	7	24 Hr.
Webb Road	Westside Street	300' North of State Street	Both	No Parking	7	24 Hr.
Wedgewood Drive	Locust Street	Bellwood Drive	Both	No Parking	7	11:00pm-5:00am
Wheeler Avenue	Division Street	115' North of Division Street	East	No Parking	7	24 Hr.
Wheeler Avenue	10th Street	17th Street	Both	No Parking	7	24 Hr.
Wheeler Avenue	80' South of 23rd Street	280' North of 23rd Street	West	No Parking	7	8:00am-4:30pm
Wheeler Avenue	22nd Street	Capital Avenue	East	No Parking	7	
Windolph Avenue	Eddy Street	Locust Street	Both	No Parking	7	11:00pm-5:00am
Woodland Drive	Ramada Road	Locust Street	Both	No Parking	7	8:00pm-6:00am
Wyandotte Street	Brahma Street	Chanticleer Street	South	No Parking	7	24 Hr.
STATE FAIR PARKING RESTRICTIONS						
Fonner Park Road	Locust Street	Stuhr Road	Both	No Parking	7	24 Hr.
Stolley Park Road	500' West of Adams Street	Locust Street	Both	No Parking	7	24 Hr.
Stolley Park Road	420' West of State Street	State Street	Both	No Parking	7	24 Hr.
Stuhr Road					7	24 Hr.

# PARKING RESTRICTION RESOLUTION

## PART TWO - TIME RESTRICTION PARKING (2022/4/12)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
1st Street	40' East of Cedar Street	60' East of Cedar Street	North	20 min.	Mon-Sat	8:00am-5:30pm
2nd Street	Walnut Street	Pine Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	Elm Street	Kimball Street	South	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	Elm Street	58' West of Cedar Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	58' West of Cedar Street	Cedar Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	Cedar Street	173' West of Walnut Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	173' West of Walnut Street	156' West of Walnut Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	156' West of Walnut Street	60' West of Walnut Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	60' West of Walnut Street	Walnut Street	North	20 min.	Mon-Sat	8:00am-5:30pm
3rd Street	Walnut Street	Sycamore Street	North	2 HR	Mon-Sat	8:00am-5:30pm
3rd Street	160' East of Sycamore Street	390' East of Sycamore Street	North	15 min.	Mon-Fri	7:00am-5:30pm
4th Street	145' East of Cedar Street	Wheeler Avenue	South	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	Cedar Street	Wheeler Avenue	North	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	Wheeler Avenue	Locust Street	Both	2 HR	7	24 Hr.
4th Street	Locust Street	Sycamore Street	North	2 HR	Mon-Sat	8:00am-5:30pm
4th Street	120' West of Kimball Avenue	30' West of Kimball Avenue	South	2 HR	7	24 Hr.
Cedar Street	2nd Street	295' North of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Cedar Street	80' North of 2nd Street	295' North of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
College Street	Lafayette Avenue	Grand Island Avenue	South	2 HR	Mon-Fri	8:00am-4:00pm
College Street	Lafayette Avenue	Park Avenue	North	2 HR	Mon-Fri	8:00am-4:00pm
Elm Street	North Front Street	4th Street	East	2 HR	7	24 Hr.
Forrest Street	Kruse Avenue	148' East of Kruse Avenue	North	2 HR	Mon-Fri	8:00am-4:00pm
Kruse Avenue	Forrest Street	Cottage Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Lafayette Avenue	60' South of Waugh Street	Cottage Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Lafayette Avenue	60' North of Waugh Street	College Street	West	2 HR	Mon-Fri	8:00am-4:00pm
Locust Street	43' North of 1st Street	64' North of 1st Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	64' North of 1st Street	56' South of 2nd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	56' South of 2nd Street	38' South of 2nd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	2nd Street	134' South of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	134' South of 3rd Street	120' South of 3rd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	120' South of 3rd Street	83' North of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	83' North of 3rd Street	120' North of 3rd Street	West	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	120' North of 3rd Street	South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	1st Street	125 North of 2nd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	125' North of 2nd Street	142' North of 2nd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	142' North of 2nd Street	40' South of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	40' South of 3rd Street	25' South of 3rd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Locust Street	3rd Street	South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Locust Street	4th Street	82' North of 4th Street	East	2 HR	Mon-Sat	8:00am-5:30pm

PARKING RESTRICTION RESOLUTION

PART TWO - TIME RESTRICTION PARKING (2022/4/12)

Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Park Avenue	125' South of College Street	Forrest Street	West	2 HR	Mon-Fri	8:00am-4:00pm
Park Avenue	125' North of College Street	Forrest Street	East	2 HR	Mon-Fri	8:00am-4:00pm
Pine Street	Koenig Street	145' South of Court Street	West	2 HR	7	24 Hr.
Pine Street	Court Street	90' South of South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Pine Street	Court Street	40' North of 3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Pine Street	40' North of 3rd Street	57' North of 3rd Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Pine Street	57' North of 3rd Street	South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Tilden Street	US Highway 30	100' North of US Highway 30	East	1 HR	7	24 Hr.
Walnut Street	2nd Street	120' South of 3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	110' South of 3rd Street	109' South of South Front Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	265' North of the north set of UPRR tracks	4th Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	2nd Street	90' South of South Front Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	150' North of the North set of UPRR tracks	63' South of 4th Street	East	2 HR	Mon-Sat	8:00am-5:30pm
Walnut Street	63' South of 4th Street	4th Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Walnut Street	70' North of 4th Street	125' North of 4th Street	East	20 min.	Mon-Sat	8:00am-5:30pm
Wheeler Avenue	280' South of Division Street	3rd Street	West	2 HR	Mon-Sat	8:00am-5:30pm
Wheeler Avenue	167' North of Division Street	3rd Street	East	2 HR	Mon-Sat	8:00am-5:30pm

PARKING RESTRICTION RESOLUTION						
PART THREE - LOADING ZONES (2022/4/12)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
10th Street	Cedar Street	64' East of Cedar Street	South	Loading Zone	7	7:00am-4:30pm
12th Street	110' East of Wheeler Street	140' East of Wheeler Street	North	Loading Zone	7	24 Hr
7th Street	Lincoln Avenue	52' East of Lincoln Avenue	South	Loading Zone	Mon-Fri	7:30am-5:30pm
Beal Street	8th Street	9th Street	East	Loading Zone	Mon-Fri	8:00am-5:00pm
Bismark Street	Oak Street	Vine Street	North	Loading Zone	7	24 Hr
Charles Street	94' East of Locust Street	172' East of Locust Street	South	Loading Zone	7	24 Hr
Cleburn Street	North Front Street	74' North of North Front Street	East	Loading Zone	7	24 Hr
Eddy Street	250' South of Hedde Street	175' South of Hedde Street	East	Loading Zone	7	24 Hr
Kennedy Drive	35' North of Faidley Avenue	80' North of Faidley Avenue	East	Loading Zone	7	24 Hr
Oak Street	Bismark Road	380' North of Bismark Road	Both	Loading Zone	7	24 Hr
Pine Street	60' North of 6th Street	82' North of 6th Street	West	Loading Zone	7	24 Hr
Sherman Avenue	11th Avenue	13th Street	West	Loading Zone	7	8:00am-4:00pm
Vine Street	Bismark Road	Meves Avenue	West	Loading Zone	7	24 Hr
Walnut Street	50' North of 4th Street	70' North of 4th Street	East	Loading Zone	7	24 Hr
Walnut Street	120' South of 3rd Street	110' South of 3rd Street	West	Loading Zone	Mon-Fri	8:00am-5:00pm



PARKING RESTRICTION RESOLUTION						
PART FOUR - TOW ZONES (2022/4/12)						
Street	From	To	Side of Street	Parking Restriction Type	Parking Restriction Effective Days	Parking Restriction Effective Time
Swift Road	Stuhr Road	Museum Drive	Both	Tow Zone	7	24 Hr



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-4

### **#2022-80 - Approving Acquisition of Utility Easement - 4058 Enterprise Avenue (Mick & Lori Brown Trust)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

## RESOLUTION 2022-80

WHEREAS, a public utility easement is required by the City of Grand Island from the Mick and Lori Brown Trust, 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 April 12, 2022, for the purpose of discussing the proposed acquisition of a Twenty (20.0) foot wide easement and right-of-way tract located through a part of Lot Four (4), Chief Industrial Park Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northwest corner of Lot Four (4), Chief Industrial Park Subdivision, in the City of Grand Island, Hall County, Nebraska; thence S00°21'06"W, along the westerly line of said Lot Four (4), a distance of two hundred five and seventy-five hundredths (205.75) feet to the ACTUAL Point of Beginning; thence S52°24'09"E, a distance of one hundred eighteen (118.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing a total of .05 acres, more or less as shown on the plat dated 3/4/2022, 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 the Mick and Lori Brown Trust, on the above-described tract of land.

- - -

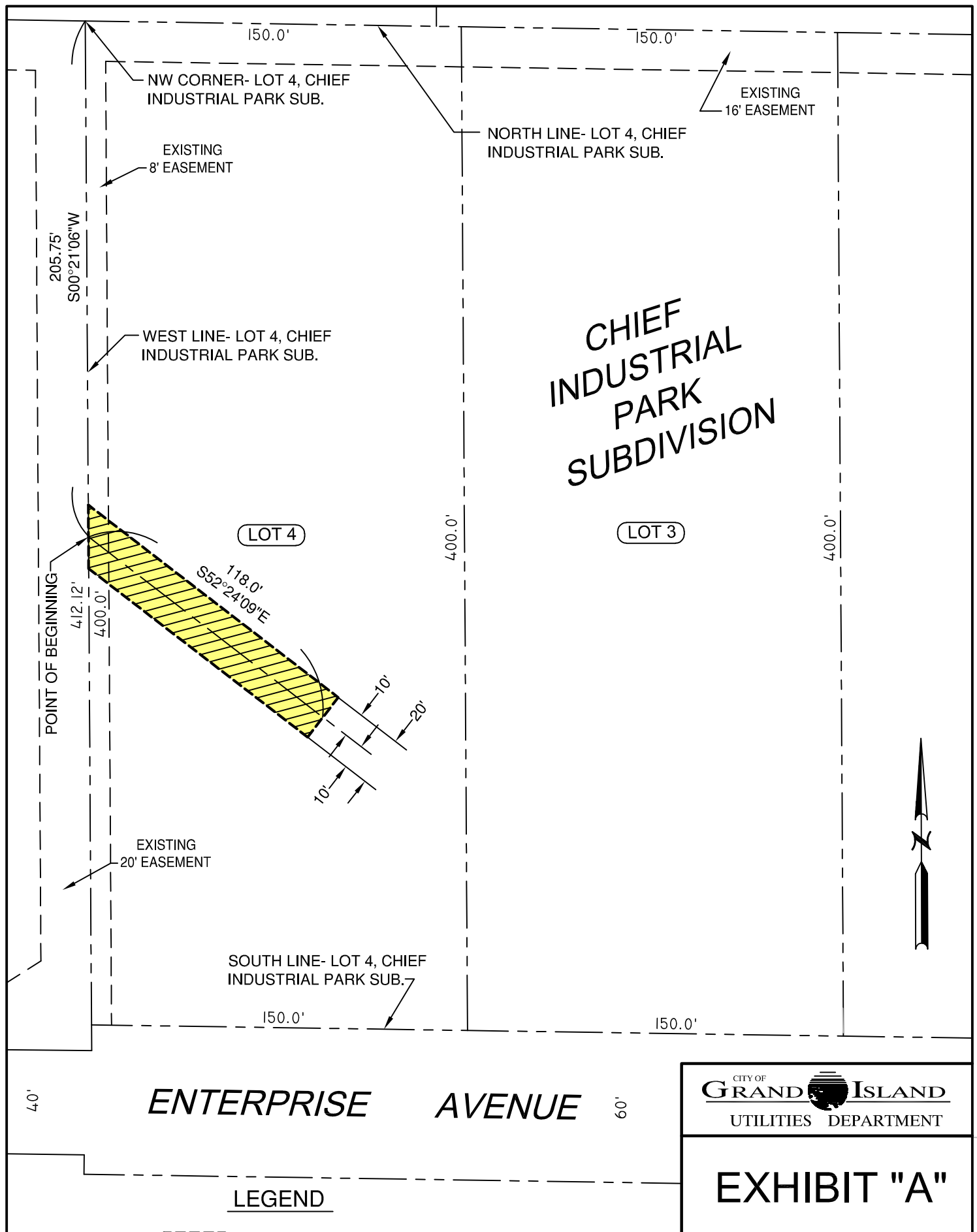
Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



CITY OF  
**GRAND ISLAND**  
 UTILITIES DEPARTMENT

**EXHIBIT "A"**





# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-5

**#2022-81 - Approving Bid Award - Boiler Inspection and Repair - Spring 2022**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** April 12, 2022

**Subject:** Boiler Inspection and Repair-Spring 2022 Outage

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

## **Background**

During the spring outage at Platte Generating Station, the boiler must be inspected and repaired for damages that occur during operation. The Spring 2022 Outage is currently scheduled for April 21, 2022 through May 7, 2022, during which time inspection and maintenance on the boiler will be performed. This package of work on the boiler includes hydro testing of the boiler with inspection for tube leaks and tube repairs, boiler tube alignment attachment repairs, and the installation of tube shields. Plant engineering staff developed the specifications issued for bids covering this scope of work.

## **Discussion**

The specification for the Boiler Inspection and Repair-Spring 2022 Outage was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 22, 2022. Specifications were sent to eight potential bidders and responses were received as listed below. The engineer's estimate for this project was \$200,000.00.

Bidder	Base Bid
Locke AMI, LLC Olathe, Kansas	\$ 86,501.00
Blue Peaks Industrial, LLC Springfield, Missouri	\$ 109,264.25
TEiC Construction Services, Inc. Duncan, South Carolina	\$ 110,831.92

The bids were reviewed by Utility Engineering staff and exceptions were noted. The exceptions from Locke AMI, LLC were reviewed and found to be acceptable. The bid from Locke AMI, LLC was otherwise found compliant with the specifications and less than the engineer's estimate.

## **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 award the contract for Boiler Inspection and Repair-Spring 2022 Outage to Locke AMI, LLC of Olathe, Kansas, as the low responsive bidder, with the bid in the amount of \$86,501.00.

## **Sample Motion**

Move to approve the bid of \$86,501.00 from Locke AMI, LLC of Olathe, Kansas for the Boiler Inspection and Repair-Spring 2022 Outage at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 22, 2022 at 2:15 p.m.

**FOR:** Boiler Inspection and Repair – Spring 2022 Outage

**DEPARTMENT:** Utilities

**ESTIMATE:** \$200,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** March 2, 2022

**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

<b>Bidder:</b>	<u>Locke AMI, LLC</u> Olathe, KS	<u>TEiC Construction Services, Inc.</u> Duncan, SC
<b>Bid Security:</b>	Continental Casualty Co.	Atlantic Specialty Ins. Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>	\$86,501.00	\$110,831.92

<b>Bidder:</b>	<u>Blue Peaks Industrial, LLC</u> Springfield, MO
<b>Bid Security:</b>	Old Republic Surety Co.
<b>Exceptions:</b>	Noted
<b>Bid Price:</b>	\$109,264.25

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

Angela Schulte, Utilities Secretary  
Patrick Brown, Finance Director  
Tylor Robinson, Plant Superintendent

**P2363**



RESOLUTION 2022-81

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair – Spring 2022, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 22, 2022, bids were received, opened, and reviewed; and

WHEREAS, Locke AMI, LLC, of Olathe, Kansas, 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 \$86,501.00; and

WHEREAS, the bid of Locke AMI, LLC is less than the estimate for Boiler Inspection and Repair - Spring, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Locke AMI, LLC, in the amount of \$86,501.00 for Boiler Inspection and Repair – Spring, 2022, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-6

**#2022-82 - Approving Bid Award - GT2 Hot Gas Path Inspection**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** April 12, 2022

**Subject:** Gas Turbine 2 Hot Gas Path Inspection

**Presenter(s):** Timothy G. Luchsinger, Utilities Director

## **Background**

Gas turbines operate under high temperatures and must have the components inspected and repaired based on the number of run hours and starts. The Burdick #2 Gas Turbine known as GT2 has met the requirements for a Hot Gas Path Inspection where the fuel is combusted and hot gases convert the burning fuel to rotational energy to produce power. GT2 must be disassembled and inspected for damages that may have occurred from normal operation. The GT2 Hot Gas Path Inspection is currently scheduled for May 23, 2022, through September 3, 2022, during which time inspection and maintenance on the turbine will be performed. The purpose of a hot gas path inspection is to prevent a machine failure and increase machine reliability by repairing those parts exposed to high temperature gases discharged during the combustion process. Plant engineering staff developed the specifications issued for bids covering this scope of work.

## **Discussion**

The specification for the Gas Turbine 2 Hot Gas Path Inspection was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 22, 2022. Specifications were sent to three potential bidders and responses were received as listed below. The engineer's estimate for this project was \$1,000,000.00.

Bidder	Base Bid	Adjustments	Adjusted Bid
Blade Runner Turbomachinery Services Navasota, Texas	\$ 173,070.00	\$ 679,094.50	\$ 852,164.50
General Electric International, Inc. Atlanta, Georgia	\$ 454,350.00	\$ 569,671.25	\$ 1,024,021.25
Allied Power Group, LLC Houston, Texas	\$ 451,500.00	\$ 602,044.29	\$ 1,053,544.29

S.T. Cotter Turbine Services, Inc. Clearwater, MN	\$ 630,000.00	\$ 509,724.44	\$ 1,139,724.44
Power Services Group, Inc. Cape Coral, FL	\$ 529,896.00	\$ 1,163,388.03	\$ 1,693,284.03

The base bids are for the disassembly and reassembly of the unit. It is the Utility Engineering staff's experience that additional work and repairs will be required during this project. The scope of work and repairs can only be identified at the time of inspection. All bid adjustments have been made to estimate the extent of the repairs needed. Adjustments to the base bid are for the repair of the components based on a light, medium, or heavy repair. All adjustments were based on the same potential repairs.

The bids were reviewed by Utility Engineering staff and the following was found:

Blade Runner Turbomachinery Services was determined to be an unqualified bidder per Section 4.0 of the detailed specification. Blade Runner Turbomachinery did not demonstrate sufficient experience or certifications specializing in General Electric European 6B combustion turbines.

Allied Power Group did not provide an itemized list of consumable parts as described in Section 2.5 and Section 3.1 of the detailed specification and was considered as a nonresponsive bid.

General Electric International, Inc. listed exceptions that were reviewed and found to be acceptable. The bid from General Electric International, Inc. was otherwise found compliant with the specifications and the lowest responsive and responsible bidder.

### **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 award the Contract for Gas Turbine 2 Hot Gas Path Inspection to General Electric International, Inc. of Atlanta, GA as the responsive bidder, with an adjusted bid in the amount of \$1,024,021.25.

### **Sample Motion**

Move to approve the bid of \$1,024,021.25 from General Electric International, Inc. for the Gas Turbine 2 Hot Gas Path Inspection.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 22, 2022 at 2:00 p.m.

**FOR:** Gas Turbine 2 Hot Gas Inspection at Burdick Generating Station

**DEPARTMENT:** Utilities

**ESTIMATE:** \$1,000,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** February 19, 2022

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>Allied Power Group, LLC</u></b> Houston, TX	<b><u>S.T. Cotter Turbine Services, Inc.</u></b> Clearwater, MN
<b>Bid Security:</b>	Philadelphia Indemnity Ins. Co.	Atlantic Specialty Ins. Co.
<b>Exceptions:</b>	Noted	Noted

<b>Bid Price:</b>	<b><u>\$451,500.00</u></b>	<b><u>\$645,000.00</u></b>
<b>TIL Resolution</b>	<b><u>\$400,000.00</u></b>	<b><u>\$ 15,000.00</u></b>
<b>Parts Est.:</b>	<b><u>\$ 30,000.00</u></b>	<b><u>\$ 40,000.00</u></b>
<b>Capital Repair:</b>	<b><u>\$442,975.00</u></b>	<b><u>\$428,000.00</u></b>

<b>Bidder:</b>	<b><u>Blade Runner Turbomachinery Services</u></b> Navasota, TX	<b><u>General Electric International, Inc.</u></b> Atlanta, GA
<b>Bid Security:</b>	SureTec Insurance Co.	Argonaut Insurance Co.
<b>Exceptions:</b>	None	Noted

<b>Bid Price:</b>	<b><u>\$173,070.00</u></b>	<b><u>\$454,350.00</u></b>
<b>TIL Resolution</b>	<b><u>\$ 18,300.00</u></b>	<b><u>See Appendix A</u></b>
<b>Parts Est.:</b>	<b><u>\$483,205.00</u></b>	<b><u>\$125,000.00 Estimate</u></b>
<b>Capital Repair:</b>	<b><u>No Bid</u></b>	<b><u>See breakdown sheets</u></b>

<b>Bidder:</b>	<b><u>Power Services Group0, Inc.</u></b>	<b><u>General Electric International, Inc. – Alt.</u></b>
	<b>Cape Coral, FL</b>	<b>Atlanta, GA</b>
<b>Bid Security:</b>	<b>SureTec Insurance Co. Exceptions:</b>	<b>Argonaut Insurance Co.</b>
<b>Exceptions:</b>	<b>Noted</b>	<b>Noted</b>
<b>Bid Price:</b>	<b><u>\$529,896.00</u></b>	<b><u>\$183,750.00</u></b>
<b>TIL Resolution</b>	<b>\$163,556.00</b>	<b>See Appendix A</b>
<b>Parts Est.:</b>	<b>\$ 95,416.38</b>	<b>\$ 60,000.00</b>
<b>Capital Repair:</b>	<b>See Proposal</b>	<b>See breakdown sheets</b>

cc: Tim Luchsinger, Utilities Director  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent  
Lynn Mayhew, Assist. Utilities Director

Tylor Robinson, Plant Superintendent  
Patrick Brown, Finance Director  
Karen Nagel, Utilities Secretary

**P2357**

RESOLUTION 2022-82

WHEREAS, the City of Grand Island invited sealed bids for the Gas Turbine 2 Hot Gas Path Inspection, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 22, 2022, bids were received, opened, and reviewed; and

WHEREAS, General Electric International, Inc., of Atlanta, Georgia, 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 adjusted bid being in the amount of \$1,024,021.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of General Electric International, Inc., in the amount of \$1,024,021.25 for Gas Turbine 2 Hot Gas Path Inspection, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-7

### **#2022-83 - Approving Re-allocation of Utility Electrician to Instrument Technician**

Staff Contact: Tim Luchsinger, Aaron Schmid



# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Aaron Schmid, Human Resources Director

**Meeting:** April 12, 2022

**Subject:** Re-allocation of Utility Electrician to Instrument Technician

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Utilities Department management routinely reviews its internal operations and staffing to improve efficiency. The recent retirement of a Utility Electrician and the forecasting of future expected retirements has resulted in an analysis of both the Utility Electrician and Instrument Technician position. This analysis has indicated an additional Instrument Technician position is more desirable. Factors include the workload, expected future retirements, and knowledge and skillsets for the electrical and instrument field.

## **Discussion**

The recommended reallocation will eliminate the recently vacated Utility Electrician position and create a new Instrument Technician position. The additional Instrument Technician position will allow the production staff to reduce the workload on the existing Instrument Technicians and retain critical knowledge from existing Instrument Technicians that are close to retirement.

## **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 reallocation from the Utility Electrician classification to the Instrument Technician classification.

### **Sample Motion**

Move to approve the reallocation from the Utility Electrician classification to the Instrument Technician classification.

RESOLUTION 2022-83

WHEREAS, the recent retirement of a Utility Electrician has resulted in an analysis of both the Utility Electrician and Instrument Technician position and has indicated an additional Instrument Technician position is more desirable; and

WHEREAS, the elimination of the recently vacated Utility Electrician position and the creation of a new Instrument Technician position will allow the production staff to reduce the workload on the existing Instrument Technicians and retain critical knowledge from the existing Instrument Technicians that are close to retirement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utility Electrician position be eliminated and an additional Instrument Technician position be created.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-8

### **#2022-84 - Approving Purchase of Air Bottles for Self Contained Breathing Apparatus**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief

**Meeting:** April 12, 2022

**Subject:** Purchase SCBA Bottles for Air Packs

**Presenter(s):** Tim Hiemer, Fire Operations Division Chief

## **Background**

The Grand Island Fire Department (GIFD) utilizes self-contained breathing apparatus (SCBA) as part of the protective equipment used by firefighters. SCBAs provide firefighters a clean and safe air supply which is carried in 2216 psi air bottles. The air bottles currently being used by the GIFD have a usable life of 15 years. The fifteen year lifespan will be up on July 31, 2022. After that date, the air bottles will need to be removed from service and discarded.

## **Discussion**

The GIFD requested bids on February 23, 2022 for SCBA air bottles through the RFP process. Bids were received from Feld Fire and Danko Emergency Equipment. Danko Emergency Equipment of Snyder, Nebraska had the lowest bid at \$33,280.00 (\$520 per bottle) for 64 SCBA air bottles. Fire Administration recommends accepting the Danko bid and approving the purchase of 64 air bottles for a total price of \$33,280.00.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of 64 SCBA air bottles from Danko Emergency Equipment of Snyder, Nebraska for the amount of \$33,280.00.

### **Sample Motion**

Move to approve the purchase of 64 SCBA air bottles from Danko Emergency Equipment of Snyder, Nebraska for the amount of \$33,280.00.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
REPLACEMENT CYLINDERS FOR SELF CONTAINED BREATHING APPARATUS**

**RFP DUE DATE:** February 23, 2022 at 4:00 p.m.

**DEPARTMENT:** Fire

**PUBLICATION DATE:** January 31, 2022

**NO. POTENTIAL BIDDERS:** 5

**PROPOSALS RECEIVED**

**Feld Fire**  
Carroll, IA

**DANKO**  
Snyder, NE

cc: Cory Schmidt, Fire Chief  
Jerry Janulewicz, City Administrator  
Stacy Nonhof, Purchasing Agent

Tim Hiemer, Division Chief  
Patrick Brown, Finance Director  
Rose Rhoads, Fire Admin. Assist.

**P2346**

**Danko Emergency Equipment**

PO Box 218  
302 E 4th Street  
Snyder, NE 68664-0218 USA  
Phone: 402-568-2200  
sales@danko.net  
www.danko.net

**Quote No: 26664****Wednesday, March 30, 2022**

Page 1 of 1

*Account Address:***Attention:****GRAND ISLAND, CITY OF/FLEET SERVICE**

1111 W NORTH FRONT ST  
GRAND ISLAND, NE 68801  
Phone: 308-385-5438

*Shipping Address:***GRAND ISLAND, CITY OF/FLEET SERVICE**

1111 W NORTH FRONT ST  
  
GRAND ISLAND, NE 68801

Ship Via	Shipping Terms	Prices are Valid Until	
UPS Ground	Freight Included	Wednesday, March 30, 2022	

Line #	Part ID:	Description	Qty	Price	Extended
1	BTIC-30-221601	BTIC-30 MIN, 2216 PSI, CARBON FIBER, DOT & ISO CERTIFIED CYLINDER (SCOTT) VALUE O-RING INCLUDED WITH CYLINDER SPECIFY BRAND: (SCOTT)	64.00	520.00	33,280.00
2	FR	FREIGHT (INCLUDED)	1.00	0.00	0.00
<b>Contact</b>  Salesperson: Gary Banzhaf Contact Phone: 402-380-5414 Email: gbanzhaf@danko.net			Sub Total	<b>\$33,280.00</b>	
			Tax	<b>\$0.00</b>	
			Total Price	<b>\$33,280.00</b>	



RESOLUTION 2022-84

WHEREAS, Grand Island Fire Department (GIFD) utilizes self-contained breathing apparatus (SCBA) as part of their protective equipment; and

WHEREAS, the current GIFD SCBA air bottles have a 15 year usable life span which ends on July 31, 2022; and

WHEREAS, bids were solicited in accordance with City procurement policy to replace SCBA air bottles; and

WHEREAS, the bid from Danko Emergency Equipment of Snyder, Nebraska was selected in the amount of \$33,280.00 (\$520 per unit).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase order and subsequent payment is authorized for Danko Emergency Equipment of Snyder, Nebraska in the amount of \$33,280.00 and is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-9

**#2022-85 - Approving Overnight RV Camp Parking for May 2022  
Softball Tournament at Veterans Sports Complex – Parks &  
Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approve Overnight RV Camp Parking for May 2022  
Softball Tournament at Veterans Sports Complex

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

## **Background**

All overnight use of City parks is restricted as a result of City Code:

### **§24-5. Curfews In City Parks**

(1) The city council may, by resolution, establish, or alter, a curfew in any city park or playground, and prohibit access to, and the use of, such park or playground during the hours of the curfew so established.

(2) Signs shall be posted in any park or playground for which a curfew has been established, indicating the hours of such curfew.

(3) It shall be unlawful for any person to be in a park or playground during the curfew hours posted for such park or playground.

## **Discussion**

Local softball tournament organizers have requested again to allow overnight Recreational Vehicle (RV) camping during a large tournament scheduled at the Veteran's Sports Complex May 27 28, 29, 30, 2022. The majority of the softball families stay in area hotels, but event organizers request this approval to accommodate a small percentage of families that prefer RV travel and are accustomed to onsite tournament parking. Last year over 70 teams participated in the tournament and three RV's utilized the overnight parking option. City staff had no issues with the overnight parking last year.

If approved by City Council once again, the Parks and Recreation Department will require the registration of each RV, charge \$20 nightly fee, designate parking areas, and communicate important facility rules.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that City Council approve the Resolution to alter curfew and exempt City camping restrictions at Veterans Sports Complex May 27, 28, 29, and 30, 2022 to allow for overnight RV parking.

## **Sample Motion**

Move to approve overnight RV parking at Veterans Sports Complex May 27, 28, 29, and 30, 2022.

RESOLUTION 2022-85

WHEREAS, local softball tournament organizers have requested that the Parks and Recreation Department allow Overnight RV Parking during a May 2022 Softball Tournament at the Veterans Sports Complex; and

WHEREAS, the City Parks and Recreation Department plans to require the registration of each RV, charge \$20 nightly fee, designate parking areas and communicate important facility rules.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approves the request to allow Overnight RV Camp Parking May 27, 28, 29, 30, 2022 for a Softball Tournament at the Veteran's Sports Complex.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-10

**#2022-86 - Approving Bid Award for Furnishing and Installation of Irrigation System at Ashley Park – Parks & Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Bid Award for Furnishing and Installation of Irrigation System at Ashley Park

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

## **Background**

The current irrigation system at Ashley Park is outdated, inefficient, experiences many failures, and is costly to repair.

During the 2021/2022 budget process, City Council approved replacement of the irrigation system.

The plan to update the irrigation system includes a new control system, replacing all sprinkler heads, piping, and connecting underground communication wiring. Once in operation, it is expected that the new system will dramatically cut down on repairs, improve efficiency, and last for years to come.

## **Discussion**

Bids were received from four irrigation companies.

Uleman Irrigations, Elkhorn NE	\$130,940.00
Tilley Sprinkler System, Inc., Grand Island, NE	\$130,459.00
Precision Sprinklers, Hastings, NE	\$96,500.00
Johnson Landscapes, Kearney, NE	\$126,690.00

Staff recommends accepting the low bid from Precision Sprinklers of Hastings in the amount of \$96,500.00. Food and Beverage Tax proceed will be utilized to fund the project.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the City Council award the bid for the installation of the Ashley Park Irrigation System to Precision Sprinklers of Hastings, Nebraska.

### **Sample Motion**

Move to approve the installation of the Ashley Park Irrigation System to Precision Sprinklers of Hastings, Nebraska for the total amount of \$96,500.00.





Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 15, 2022 at 2:00 p.m.  
**FOR:** Furnishing & Installation of Irrigation System at Ashley Park  
**DEPARTMENT:** Parks & Recreation  
**ESTIMATE:** \$125,000.00  
**FUND/ACCOUNT:** 21100003-2000  
**PUBLICATION DATE:** February 27, 2022  
**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

<b>Bidder:</b>	<u>Uleman Irrigation</u> Elkhorn, NE	<u>Tilley Sprinkler System, Inc.</u> Grand Island, NE
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$130,940.00	\$130,459.00

<b>Bidder:</b>	<u>Precision Sprinklers</u> Hastings, NE	<u>Johnson Landscape</u> Kearney, NE
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$96,500.00	\$126,690.00

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

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director  
Barry Burrows, Parks Superintendent

**P2362**

RESOLUTION 2022-86

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of Irrigation System at Ashley Park according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on March 15, 2022, four (4) bids were received, opened and reviewed; and

WHEREAS, Precision Sprinklers from Hastings, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$96,500.00; and

WHEREAS, such project will be funded through the Food & Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Precision Sprinklers from Hastings, Nebraska in the total amount of \$96,500.00 for Furnishing and Installation of Irrigation System at Ashley Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-11

**#2022-87 - Approving Contract for Comprehensive Facility  
Evaluation and Master Plan for Island Oasis Water Park – Parks  
& Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Island Oasis Water Park Facility Evaluation and Master Plan

**Presenter(s):** Todd McCoy

## **Background**

On February 6, 2022 the Parks and Recreation Department advertised a Request for Qualifications (RFQ) for Consulting Services for a Comprehensive Facility Evaluation and Master Plan. The project includes evaluating the existing facility and provide improvement recommendations, consider local demographics, competition, industry trends, needed repairs, programing opportunities, and more.

## **Discussion**

Four (four) submissions were received. Staff recommends entering into an agreement with Waters Edge Aquatic Design of Lenexa, Kansas in the amount of \$54,700.00. Waters Edge is recommended because of their overall experience with comparable projects and proposed approach to the project. Dollars are approved in the 2021-22 capital improvement budget for this project and will be funded through the Food & Beverage Funds.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the City Council accept agreement from Waters Edge Aquatic Design of Lenexa, Kansas to provide a facility evaluation and master planning for Island Oasis Water Park.

## **Sample Motion**

Move to approve the agreement with Waters Edge Aquatic Design in the amount of \$54,700.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
COMPREHENSIVE FACILITY EVALUATION & MASTER PLAN FOR  
ISLAND OASIS WATER PARK**

**RFP DUE DATE:** February 23, 2022 at 4:15 p.m.

**DEPARTMENT:** Parks & Recreation

**PUBLICATION DATE:** February 6, 2022

**NO. POTENTIAL BIDDERS:** 8

**PROPOSALS RECEIVED**

**Waters Edge Aquatic Design**  
Lenexa, KS

**Burbach Aquatics, Inc.**  
Platteville, WI

**Councilman-Hunsaker**  
St. Louis, MO

**JEO Consulting Group**  
Grand Island, NE

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

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

**P2352**

RESOLUTION 2022-87

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for Comprehensive Facility Evaluation and Master Plan for Island Oasis Water Park; and

WHEREAS, four (4) request for qualifications were received; and

WHEREAS, Waters Edge Aquatic Design from Lenexa, Kansas, submitted a proposal for such project in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of \$54,700.00 has been negotiated for a Comprehensive Facility Evaluation and Master Plan for Island Oasis Water Park; and

WHEREAS, such project will be funded through the Food & Beverage Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Waters Edge Aquatic Design from Lenexa, Kansas for a Comprehensive Facility Evaluation and Master Plan for Island Oasis Water Park is hereby approved at a cost of \$54,700.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-12

**#2022-88 - Approving Setting April 26, 2022 for a Study Session on  
Renewal of the City's Economic Development Plan (LB840)**

Staff Contact: Jerry Janulewicz



# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Administrator

**Meeting:** April 12, 2022

**Subject:** Set a Date and Time for a Study Session on Renewal of the City's Economic Development Plan (LB840)

**Presenter(s):** Jerry Janulewicz, City Administrator

## **Background**

The City's Economic Development Plan was last approved by the City's electors in 2012. As approved, the plan was in the main an extension of the City's initial plan approved in 2002. The plans contained many similar terms, including an annual appropriation of \$750,000 to be used for incentives, forgivable loans, and other business recruitment and retention uses as well as funds for administrative expenses of the Grand Island Area Economic Development Corporation, which partners with the City's economic development efforts. The current plan will expire on September 30, 2023.

## **Discussion**

A ballot question must be presented to the City electors at the November 2022 General Election if the City Council desires to extend the City's Economic Development Plan. City Administration is requesting that the City Council approve a resolution to schedule a City Council Study Session following the Council's regular meeting on April 26, 2022. The study session will include presentations by Dave Taylor, President of the Grand Island Area Economic Development Corporation, and City Administrator Jerry Janulewicz.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the resolution to schedule the above-mentioned matter for a study session to be held on April 26, 2022 immediately following the City Council's regular meeting.

### **Sample Motion**

Move to approve the resolution.

R E S O L U T I O N   2022-88

WHEREAS, the Economic Development Program of the City of Grand Island will expire on September 30, 2023; and

WHEREAS, extension of the Economic Development Program will require that the matter be presented on the ballot for the November 2022 general election; and

WHEREAS, City Administration and the governing board of the Grand Island Area Economic Development Corporation are recommending changes be made to the City's Economic Development Plan and wish to present the same at a study session of the Grand Island City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a study session regarding extension of the City's Economic Development Program shall be held on April 26, 2022 immediately following the regular meeting of the City Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-13

**#2022-89 - Approving Supplemental Agreement No. 1 with NDOT-  
Intermodal Planning Division for the Grand Island Area  
Metropolitan Planning Organization (GIAMPO) for the 2022  
Fiscal Year TRANSIT, Section 5305, Transportation Planning  
Program**

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

# **Council Agenda Memo**

**From:** Allan Zafft, MPO Program Manager

**Meeting:** April 12, 2022

**Subject:** Approving Supplemental Agreement No. 1 with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2022 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

## **Background**

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR.

The Nebraska Department of Transportation-Intermodal Planning Division has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2022.

On July 27, 2021, via Resolution No. 2021-179, City Council approved the Planning Agreement for Fiscal Year 2022. The approval of such agreement is with the maximum Federal Transit Administration, Section 5305 Funding, at 80% and a not to exceed amount of \$30,749.00 for FY 2022 (July 1, 2021 – June 30, 2022) eligible costs. The local 20% funds would be the City's obligation not to exceed \$7,687.25 and can be part of inkind services (staff time & expenses).

## **Discussion**

Due to closing out prior fiscal year funding it is necessary to move remaining funds from the original agreement to the current agreement.

- Agreement No. PI2006, Control No. 00546X, Project No. C990(220) remaining federal funds in the amount of \$10,136.47 will be moved to the current Agreement No. PT2112; Control No. 00546Z, Project No. C990(222); and
- Agreement No. PI2037, Control No. 00546Y, Project No. C990(221) remaining federal funds in the amount of \$27,267.25 will be moved to the current Agreement No. PT2112; Control No. 00546Z, Project No. C990(222).

With approval of the remaining funds moving from prior fiscal years to the agreement currently in place, funding under Agreement No. PT2112; Control No. 00546Z, Project No. C990(222) will increase by \$37,403.72, up from \$30,749.00, resulting in a revised amount of \$68,152.72. The revised local 20% funds would be the City's obligation not to exceed \$17,038.18. All terms and conditions of the original agreement will remain in full force and effect.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the resolution.

## RESOLUTION 2022-89

WHEREAS, on July 27, 2021, via Resolution No. 2021-179, City Council approved the Planning Agreement for Fiscal Year 2022; and

WHEREAS, the approval of such agreement was with the maximum Federal Transit Administration, Section 5305 Funding, at 80% and a not to exceed amount of \$30,749.00 for FY 2022 (July 1, 2021 – June 30, 2022) eligible costs and the local 20% funds would be the City's obligation not to exceed \$7,687.25 and can be part of inkind services (staff time & expenses); and

WHEREAS, due to closing out prior fiscal year funding it is necessary to move remaining funds from the original agreement to the current agreement.

- Agreement No. PI2006, Control No. 00546X, Project No. C990(220) remaining federal funds in the amount of \$10,136.47 will be moved to the current Agreement No. PT2112; Control No. 00546Z, Project No. C990(222); and
- Agreement No. PI2037, Control No. 00546Y, Project No. C990(221) remaining federal funds in the amount of \$27,267.25 will be moved to the current Agreement No. PT2112; Control No. 00546Z, Project No. C990(222).

WHEREAS, with approval of the remaining funds moving from prior fiscal years to the agreement currently in place funding under Agreement No. PT2112; Control No. 00546Z, Project No. C990(222) will increase by \$37,403.72, up from \$30,749.00, resulting in a revised amount of \$68,152.72. All terms and conditions of the original agreement will remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign Supplemental Agreement No. 1 to Agreement No. PT2112; Control No. 00546Z, Project No. C990(222) between the City and the State.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	□
April 7, 2022	□ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-14

**#2022-90 - Approving Certificate of Final Completion for  
Wastewater Treatment Plant Paving Improvements; Project No.  
2020-WWTP-1**

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



# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Certificate of Final Completion for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1

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

## **Background**

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$1,656,965.15 contract on November 10, 2020, via Resolution No. 2020-278, for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1.

This project improved paving and drainage within the plant and constructed a new main entrance driveway from Shady Bend Road. In addition to paving, existing perimeter fencing and gates were reconfigured to enclose the property. Lighting and additional piping with one combined outlet to the adjacent drainway for a localized dewatering system was also incorporated with this work.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed on budget, for a total cost of \$1,655,626.43, with additional project costs of \$241,326.51 (detailed below), resulting in a total project cost of \$1,896,952.94.

### **Additional Costs-**

Grand Island Public Works Department	Engineering	\$ 6,154.23
Grand Island Independent	Advertising	\$ 118.41
Olsson, Inc.	Engineering	\$ 235,053.87

*Total Additional Costs= \$241,326.51*

## **Alternatives**

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

1. Move to approve a resolution authorizing the Certificate of Final Completion.
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 Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1.

## **Sample Motion**

Move to approve the Certificate of Final Completion for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Wastewater Treatment Plant Paving Improvements;  
Project No. 2020-WWTP-1

CITY OF GRAND ISLAND, NEBRASKA

April 12, 2022

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 has been fully completed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska under the contract awarded November 10, 2020. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### Base Bid-

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	MOBILIZATION/ DEMOBILIZATION	1.00	LS	\$ 158,597.92	\$ 158,597.92
2	REMOVE & SALVAGE 20' GATE	0.00	EA	\$ 413.79	\$ 0.00
3	REMOVE & SALVAGE SLIDE GATE	1.00	EA	\$ 827.57	\$ 827.57
4	REMOVE CHAIN LINK FENCE	1,071.00	LF	\$ 3.83	\$ 4,101.93
5	REMOVE BARB WIRE FENCE	120.00	LF	\$ 1.68	\$ 201.60
6	REMOVE CULVERT PIPE	133.00	LF	\$ 14.91	\$ 1,983.03
7	REMOVE DUCKBILL VALVE	1.00	EA	\$ 298.68	\$ 298.68
8	REMOVE CONCRETE HEADWALL	1.00	EA	\$ 2,199.25	\$ 2,199.25
9	REMOVE CONCRETE FENCE POST BASES	26.00	EA	\$ 75.60	\$ 1,965.60
10	REMOVE CURB INLET	2.00	EA	\$ 438.06	\$ 876.12
11	REMOVE & SALVAGE WATER VALVE	1.00	EA	\$ 710.72	\$ 710.72
12	REMOVE CONCRETE PAVEMENT	1,894.00	SY	\$ 6.09	\$ 11,534.46
13	REMOVE CONCRETE DRIVE	118.00	SY	\$ 6.09	\$ 718.62
14	REMOVE CONCRETE SIDEWALK	119.00	SY	\$ 6.09	\$ 724.71
15	TREE REMOVAL/ CLEARING AND GRUBBING	1.00	LS	\$ 16,048.57	\$ 16,048.57
16	REMOVE & REPLACE 5" CONCRETE SIDEWALK	0.00	SY	\$ 67.08	\$ 0.00
17	36" RC STORM SEWER PIPE	54.00	LF	\$ 115.46	\$ 6,234.84
18	24" RC STORM SEWER PIPE	126.00	LF	\$ 70.98	\$ 8,943.48
19	24" RC ELLIPTICAL PIPE	40.00	LF	\$ 89.44	\$ 3,577.60
20	15" RC STORM SEWER PIPE	44.00	LF	\$ 70.45	\$ 3,099.80
21	8" PVC PIPE	442.00	LF	\$ 33.18	\$ 14,665.56
22	8" 90° D.I. BEND	4.00	EA	\$ 409.16	\$ 1,636.64
23	8" 22.5° D.I. BEND	2.00	EA	\$ 233.45	\$ 466.90

24	36" DUCKBILL VALVE	1.00	EA	\$ 17,081.89	\$ 17,081.89
25	24" DUCKBILL VALVE	2.00	EA	\$ 9,950.62	\$ 19,901.24
26	8" DUCKBILL VALVE	1.00	EA	\$ 1,624.62	\$ 1,624.62
27	WELL CONNECTION	2.00	EA	\$ 15,055.54	\$ 30,111.08
28	24" RC FES	1.00	EA	\$ 870.24	\$ 870.24
29	24" RC ELLIPTICAL FES	2.00	EA	\$ 714.63	\$ 1,429.26
30	5'X4' CURB INLET	3.00	EA	\$ 4,832.52	\$ 14,497.56
31	3'X3' AREA INLET	1.00	EA	\$ 6,775.04	\$ 6,775.04
32	CONCRETE HEADWALL	1.00	EA	\$ 4,273.79	\$ 4,273.79
33	INSTALL SALVAGED SLIDE GATE	1.00	EA	\$ 2,054.74	\$ 2,054.74
34	6" PVC WATER MAIN	391.00	LF	\$ 28.93	\$ 11,311.63
35	3" HDPE WATER MAIN	59.00	LF	\$ 61.28	\$ 3,615.52
36	2" HDPE WATER SERVICE PIPE	362.00	LF	\$ 32.08	\$ 11,612.96
37	1.5" PVC CONDUIT	60.00	LF	\$ 20.88	\$ 1,252.80
38	1.5" HDPE WATER SERVICE PIPE	87.00	LF	\$ 33.06	\$ 2,876.22
39	1" HDPE WATER SERVICE PIPE	15.00	LF	\$ 33.78	\$ 506.70
40	6" M.J. GATE VALVE W/ BOX	3.00	EA	\$ 855.57	\$ 2,566.71
41	3" M.J. GATE VALVE W/ BOX	4.00	EA	\$ 726.00	\$ 2,904.00
42	2" CURB STOP W/ BOX	4.00	EA	\$ 356.80	\$ 1,427.20
43	1.5" CURB STOP W/ BOX	2.00	EA	\$ 77.72	\$ 155.44
44	1" CURB STOP W/ BOX	0.00	EA	\$ 243.12	\$ 0.00
45	2" SERVICE TAP	1.00	EA	\$ 1,232.76	\$ 1,232.76
46	1.5" SERVICE TAP	3.00	EA	\$ 744.14	\$ 2,232.42
47	1" SERVICE TAP	0.00	EA	\$ 834.22	\$ 0.00
48	6" M.J. TEE	2.00	EA	\$ 380.33	\$ 760.66
49	6"X3" M.J. TEE	3.00	EA	\$ 328.12	\$ 984.36
50	2" HDPE TEE	2.00	EA	\$ 141.61	\$ 283.22
51	6" M.J. SLEEVE	2.00	EA	\$ 842.41	\$ 1,684.82
52	6" M.J. CAP	4.00	EA	\$ 236.04	\$ 944.16
53	4" M.J. CAP	2.00	EA	\$ 208.42	\$ 416.84
54	3" M.J. CAP	0.00	EA	\$ 194.67	\$ 0.00
55	2" HDPE CAP	2.00	EA	\$ 239.75	\$ 479.50
56	1.5" PVC CAP	0.00	EA	\$ 32.75	\$ 0.00
57	1.5" M.J. CAP	0.00	EA	\$ 126.02	\$ 0.00
58	1" HDPE CAP	0.00	EA	\$ 224.51	\$ 0.00
59	8"X6" M.J. REDUCER	1.00	EA	\$ 149.41	\$ 149.41
60	1.5"X2" HDPE REDUCER	3.00	EA	\$ 96.59	\$ 289.77
61	1.5" 90° HDPE BEND	4.00	EA	\$ 95.38	\$ 381.52
62	1.5" YARD HYDRANT	2.00	EA	\$ 1,603.19	\$ 3,206.38
63	ADJUST VALVE TO GRADE	4.00	EA	\$ 77.79	\$ 311.16
64	CONNECT TO EXISTING MANHOLE	1.00	EA	\$ 1,266.67	\$ 1,266.67
65	GRAVEL SURFACING	6.00	TN	\$ 25.56	\$ 153.36
66	TRACER WIRE TEST BOX	6.00	EA	\$ 107.25	\$ 643.50

67	CONNECT TO EXISTING WATER SERVICE	7.00	EA	\$ 805.08	\$ 5,635.56
68	INSTALL SALVAGED 20' SLIDE GATE	0.00	EA	\$ 594.39	\$ 0.00
69	30' DOUBLE SWING GATE	1.00	EA	\$ 1,997.16	\$ 1,997.16
70	28' SLIDE GATE	1.00	EA	\$ 4,903.73	\$ 4,903.73
71	4' WALK GATE	2.00	EA	\$ 451.74	\$ 903.48
72	6' CHAIN LINK FENCE	2,624.00	LF	\$ 27.22	\$ 71,425.28
73	SHEET PILING	199.00	LF	\$ 1,509.04	\$ 300,298.96
74	8" CONCRETE PAVEMENT W/ 6" INTEGRAL CURB & GUTTER	242.00	SY	\$ 78.03	\$ 18,883.26
75	7" CONCRETE PAVEMENT W/ 6" INTEGRAL CURB & GUTTER	2,545.00	SY	\$ 59.38	\$ 151,122.10
76	7" CONCRETE PAVEMENT	5,418.00	SY	\$ 50.95	\$ 276,047.10
77	5" CONCRETE SIDEWALK	182.00	SY	\$ 60.96	\$ 11,094.72
78	THICKENED EDGE	417.00	LF	\$ 11.89	\$ 4,958.13
79	CURBED ISLAND	1.00	EA	\$ 1,426.53	\$ 1,426.53
80	ENTRANCE & RV DUMP SIGN	1.00	LS	\$ 16,452.75	\$ 16,452.75
81	CRUSHED CONCRETE BASE COURSE	563.62	TN	\$ 34.06	\$ 19,196.90
82	1 1/4" LIMESTONE SURFACING	0.00	TN	\$ 56.47	\$ 0.00
83	RIP-RAP	30.00	TN	\$ 64.79	\$ 1,943.70
84	TRAFFIC CONTROL	1.00	LS	\$ 3,071.93	\$ 3,071.93
85	DEWATERING	1.00	LS	\$ 79,005.31	\$ 79,005.31
86	EARTHWORK	1.00	LS	\$ 46,205.60	\$ 46,205.60
87	OVEREXCAVATION	20.00	CY	\$ 9.45	\$ 189.00
88	INLET PROTECTION	4.00	EA	\$ 148.85	\$ 595.40
89	SILT FENCE	1,882.00	LF	\$ 5.12	\$ 9,635.84
90	EROSION CONTROL BLANKET	12,222.00	SF	\$ 2.38	\$ 29,088.36
91	SEEDING	6.15	AC	\$ 3,269.15	\$ 20,105.28
92	SPRINKLER REPAIR	1.00	LS	\$ 3,458.08	\$ 3,458.08
93	ELECTRICAL	1.00	LS	\$ 130,682.88	\$ 130,682.88
94	LED LIGHT & POLE	16.00	EA	\$ 4,992.89	\$ 79,886.24
95	CAMERAS	3.00	EA	\$ 891.59	\$ 2,674.77
96	CAMERA AND GATE PROGRAMMING	1.00	LS	\$ 32,810.40	\$ 32,810.40

**Total Base Bid Section = \$1,715,381.19**

**Base Bid-**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
CO1-1	Extra Small Bore Piping Changes	1.00	LS	\$ 15,023.74	\$ 15,023.74
CO1-2	Work Completed by Proposed Relocated Gates	4.00	EA	\$ 333.00	\$ 1,332.00
CO1-3	Additional Traffic Control Signage along Shady Bend	1.00	LS	\$ 1,932.00	\$ 1,932.00
CO1-4	Sheet Piling Deduct	1.00	LS	\$ (50,317.00)	\$ (50,317.00)

CO1-5	Dewatering Deduct	1.00	LS	\$ (74,505.00)	\$ (74,505.00)
CO1-6	Internally Lit Sign Deduct	1.00	LS	\$ (1,000.00)	\$ (1,000.00)
CO1-7	Added C-Channel to Sheet Piling	1.00	LS	\$ 8,643.00	\$ 8,643.00
CO1-8	Light Pole Coating	1.00	LS	\$ 2,336.00	\$ 2,336.00
CO1-9	Remove and Replace Concrete Stairs	1.00	LS	\$ 13,200.00	\$ 13,200.00
CO1-10	Additional Fill for Site	1.00	LS	\$ 9,290.00	\$ 9,290.00
CO1-11	I-Beam Blcok between digesters at sludge pump house	1.00	EA	\$ 1,735.00	\$ 1,735.00
CO1-12	Exploration for sod under 30" RCP	1.00	LS	\$ 1,389.00	\$ 1,389.00
CO1-13	Remove Additional Trees for Fencing (3)	1.00	LS	\$ 2,250.00	\$ 2,250.00
CO1-14	Additional Erosion Control Wattles	200.00	LF	\$ 5.18	\$ 1,035.00
CO1-15	Hydroseed Interior Areas	1.00	LS	\$ 2,560.00	\$ 2,560.00
CO1-16	Insulate Watermain	1.00	LS	\$ 3,450.00	\$ 3,450.00
CO1-17	Flowable Fill Under Storm Sewer Pipe	1.00	LS	\$ 599.00	\$ 599.00
CO1-18	1" Conduit Repair Unmarked Line)	1.00	LS	\$ 1,292.50	\$ 1,292.50

**Total Change Order No. 1 = \$ (59,754.76)**

**Construction Grand Total = \$1,655,626.43**

#### **Additional Costs-**

Grand Island Public Works Department	Engineering	\$ 6,154.23
Grand Island Independent	Advertising	\$ 118.41
Olsson, Inc.	Engineering	\$ 235,053.87

**Total Additional Costs= \$241,326.51**

**Total Project Costs= \$1,896,952.94**

I hereby recommend that the Engineer's Certificate of Final Completion for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska be approved.

\_\_\_\_\_  
John Collins, PE – City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele – Mayor

RESOLUTION 2022-90

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska under contract, has completed such for the total amount of \$1,896,952.94; and

WHEREAS, additional costs equate to \$241,326.51 (detailed below); and

Grand Island Public Works Department	Engineering	\$ 6,154.23
Grand Island Independent	Advertising	\$ 118.41
Olsson, Inc.	Engineering	\$ 235,053.87

**Total Additional Costs= \$241,326.51**

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/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 Wastewater Treatment Plant Paving Improvements; Project No. 2020-WWTP-1 is hereby confirmed for the total amount of \$1,896,952.94.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-15

**#2022-91 - Approving Amendment No. 4 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) & 2021-P-8 (Phase II)**

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



# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Amendment No. 4 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) & 2021-P-8 (Phase II)

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

## **Background**

The Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) & 2021-P-8 (Phase II) is for the rehabilitation of Custer Avenue. The proposal is to improve the ride/pavement condition along this stretch of existing concrete curb and gutter roadway.

On November 12, 2019, via Resolution No. 2019-341, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$100,900.00 for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13.

On July 28, 2020, via Resolution No. 2020-171, City Council approved Amendment No. 1 to the original engineering agreement in the amount of \$27,000.00 to include final design for Phase I and II of this project.

On June 8, 2021, via Resolution No. 2021-134, City Council approved Amendment No. 2 to the original engineering agreement in the amount of \$43,000.00 to include bidding phase services for Phase I and II of this project.

On February 8, 2022, via Resolution No. 2022-37, City Council approved Amendment No. 3 to the original engineering agreement in the amount of \$176,530.00 to include construction phase services for the first 2 phases of Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I), which consists of Old Potash Highway to Faidley Avenue and Project No. 2021-P-8 (Phase II), which consists of Faidley Avenue to 13<sup>th</sup> Street.

## **Discussion**

With bidding complete and construction underway for Phase I and Phase II of Custer Avenue Roadway Rehabilitation; Project No. 2019-P-13 (Phase I), which consists of Old Potash Highway to Faidley Avenue and Project No. 2021-P-8 (Phase II), which consists of Faidley Avenue to 13<sup>th</sup> Street, it is necessary to amend the original agreement with Olsson, Inc.. This amendment will allow for design services of the 3<sup>rd</sup> and final phase of the Custer Avenue Roadway Rehabilitation, which consists of 13<sup>th</sup> Street to Forrest Street, in an amount not to exceed \$73,000.00, for a total revised agreement amount of \$420,430.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve Amendment No. 4 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$73,000.00.

## **Sample Motion**

Move to approve the resolution.

RESOLUTION 2022-91

WHEREAS, on November 12, 2019, via Resolution No. 2019-341, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$100,900.00 for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13; and

WHEREAS, on July 28, 2020, via Resolution No. 2020-171, City Council approved Amendment No. 1 to the original engineering agreement in the amount of \$27,000.00 to include final design for this project; and

WHEREAS, on June 8, 2021, via Resolution No. 2021-134, City Council approved Amendment No. 2 to the original engineering agreement in the amount of \$43,000.00 to include bidding phase services for this project; and

WHEREAS, on February 8, 2022, via Resolution No. 2022-37, City Council approved Amendment No. 3 to the original agreement in the amount of \$176,530.00 to include construction phase services for the first 2 phases of Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I), which consists of Old Potash Highway to Faidley Avenue and Project No. 2021-P-8 (Phase II), which consists of Faidley Avenue to 13<sup>th</sup> Street, respectively; and

WHEREAS, the original agreement is now being amended to include construction phase services for the first 2 phases of Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I), which consists of Old Potash Highway to Faidley Avenue and Project No. 2021-P-8 (Phase II), which consists of Faidley Avenue to 13<sup>th</sup> Street, respectively; and

WHEREAS, such amendment is in the amount of \$73,000.00, for a revised total agreement amount of \$420,430.00; and

WHEREAS, Amendment No. 4 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 4 with Olsson, Inc. of Grand Island, Nebraska for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 (Phase I) and Project No. 2021-P-8 (Phase II) is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
April 7, 2022	<input type="checkbox"/> City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-16

**#2022-92 - Approving Agreement Amendment No. 1 with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions**

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Agreement Amendment No. 1 with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation Related to Portions of Platte Valley Industrial Park Subdivisions

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

## **Background**

Council approval is required before entering into an agreement. Pursuing an agreement between governmental entities is an efficient means of collaborating efforts to better our community.

A couple of years ago several property owners south of the City sent emails to staff and Councilmembers complaining of drainage issues just outside City limits. When several people made a formal request during a City Council meeting the City Council requested Public Works determine if a solution could be developed.

The initial review found that costs would be too high and that City authority would be more limited from working outside City limits. To address these barriers staff looked into grants and partners. It was found that the Grand Island Area Economic Development Corporation (GIAEDC) had drainage issues in Platte Valley Industrial Park (PVIP) that could be tied into a joint project, and that the Central Natural Resources District (CPNRD) could provide funding if a larger project was developed. Several meetings were held to bring the City, County, CPNRD and GIAEDC together to develop a project. The CPNRD is the lead for this project.

This project will provide the primary drainage for a very large area, though local drainage will have to be added as parcels develop. The result is that the farm property should become more productive and property more attractive for development, making it more valuable. The increased valuation should more than pay for the City and County cost.

A joint project with the CPNRD, City of Grand Island, Hall County and GIAEDC consists of creating an outlet for PVIP and connecting to a ditch. The new ditch connection will improve drainage both up and down stream of PVIP, within City and County areas. Property owners have inquired about improving drainage in this area and a plan has been developed by the above partnership.

The Grand Island City Council created Drainage Improvement District No. 2020-1 on July 14, 2020, via Ordinance No. 9774. Legal notice of the creation of the District was published in the Grand Island Independent on July 20, 2020. Continuation of Drainage Improvement District No. 2020-1 was approved by City Council on September 8, 2020 via Resolution No. 2020-214.

On October 27, 2020, via Resolution No. 2020-266, City Council approved the agreement between the Central Platte Natural Resources District, City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation for the drainage improvements in portions of Platte Valley Industrial Park Subdivisions.

### **Discussion**

An amendment to the original agreement between the Central Platte Natural Resources District, City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation for the drainage improvements in portions of Platte Valley Industrial Park Subdivisions has been brought forward by Hall County. This amendment allows for the negotiation and acquisition of right-of-way to be handled by the CPNRD on behalf of Hall County, at Hall County's cost. Also the amendment allows for Hall County's portion of the project to change from in-kind contributions to being funded by the American Recovery Plan Act (ARP).

### **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 Agreement with Central Platte Natural Resources District, Hall County, and Grand Island Area Economic Development Corporation and pass a Resolution authorizing the Mayor to sign the amendment to the original agreement.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2022-92

WHEREAS, on October 27, 2022, via Resolution No. 2020-266, City Council approved the Agreement by and between the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation (GIAEDC) for the drainage improvements in portions of Platte Valley Industrial Park Subdivisions; and

WHEREAS, an amendment to the original agreement has been brought forward by Hall County; and

WHEREAS, this amendment allows for the negotiation and acquisition of right-of-way to be handled by the CPNRD on behalf of Hall County, at Hall County's cost; and

WHEREAS, such amendment also allows for Hall County's portion of the project to change from in-kind contributions to being funded by the American Recovery Plan Act (ARP); and

WHEREAS, it is recommended that the amendment to the original Agreement be entered into with CPNRD, Hall County, and GIAEDC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment to the original Agreement by and between the Central Platte Natural Resources District, City of Grand Island, Hall County, and Grand Island Area Economic Development Corporation for the drainage improvements in portions of Platte Valley Industrial Park Subdivisions is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-17

**#2022-93 - Approving Acquisition of Ingress/Egress Easement in NW1/4, SW1/4 of Section 27, Township 11 North, Range 9- 3021 S Locust Street (The Grand Island Extended Stay, LLC)**

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

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



RESOLUTION 2022-93

WHEREAS, an Ingress/Egress easement is required by the City of Grand Island, from The Grand Island Extended Stay, LLC in NW ¼, SW ¼ of Section 27, Township 11 North, Range 9, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

AN ACCESS EASEMENT LOCATED IN PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW ¼, SW ¼) OF SECTION TWENTY SEVEN (27), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6<sup>TH</sup> P.M., TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°51'10"E, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 66.81 FEET TO THE POINT OF BEGINNING; THENCE N00°08'00"W, A DISTANCE OF 121.25 FEET; THENCE N88°49'43"W A DISTANCE OF 26.22 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE N00°08'00"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 15.00 FEET; THENCE S88°49'43"E A DISTANCE OF 46.22 FEET; THENCE S00°08'00"E, A DISTANCE OF 97.20 FEET; THENCE S88°51'38"E, A DISTANCE OF 61.09 FEET; THENCE S00°08'00"E, A DISTANCE OF 39.06 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALSO BEING THE NORTH LINE OF VANOSDALL SUBDIVISION; THENCE N88°51'10"W, ALONG THE SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALSO BEING THE NORTH LINE OF VANOSDALL SUBDIVISION, A DISTANCE OF 81.10 FEET TO THE POINT OF BEGINNING. SAID ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 5503 SQUARE FEET OR 0.13 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 Ingress/Egress easement from the property owner on the above described tract of land.

---

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



SITE MAP - PERMENANT ACCESS EASEMENT



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-18

### **#2022-94 - Approving Acquisition of Drainage Easement in Nikodym Subdivision- 655 S Cherry Street (Nikodym)**

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

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

RESOLUTION 2022-94

WHEREAS, a public drainage easement is required by the City of Grand Island, from John J Nikodym, in part of Lot 2, Nikodym Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SIAD POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°18'06"W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET; THENCE N40°37'50"W A DISTANCE OF 197.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 129.49 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 9712.09 SQUARE FEET OR 0.223 ACRES MORE OR LESS

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public drainage easement from the property owner on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney

DWC: F:\2021\08001-08500\021-08391\40-Design\Survey\SRV\Sheets\02108391 V\_EASE\_02108391.dwg  
DATE: Mar 28, 2022 4:12pm  
XREFS: V\_XTOPO\_LDP\_02108391 V\_XRWAY\_LDP\_02108391  
USER: jjimenez

LOT 2  
NIKODYM  
SECOND  
SUBDIVISION

NORTHEAST CORNER  
LOT 2  
NIKODYM SUBDIVISION

129.49'(E)  
N90°00'00"E

P.O.B

N40°37'50"W  
197.65'(E)

EXISTING 16'  
UTILITY EASEMENT  
INST NO 202200690

S00°18'06"W  
150.00'(E)

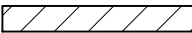
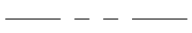
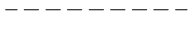
LOT 2  
NIKODYM  
SUBDIVISION  
(NOT A PART)

LOT 1  
NIKODYM  
SUBDIVISION  
(NOT A PART)

BISMARCK RD

CHERRY STREET

LEGEND

-  DRAINAGE EASEMENT
-  PROPERTY LINE
-  EXISTING EASEMENT LINE
- E EASEMENT DISTANCE
- P.O.B. POINT OF BEGINNING

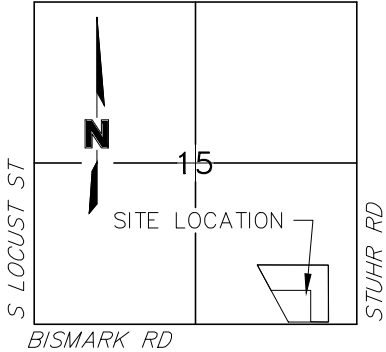
DRAINAGE EASEMENT DESCRIPTION

A DRAINAGE EASEMENT LOCATED IN PART OF LOT 2, NIKODYM SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°18'06"W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.00 FEET; THENCE N40°37'50"W A DISTANCE OF 197.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N90°00'00"E, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 129.49 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 9712.09 SQUARE FEET OR 0.223 ACRES MORE OR LESS.

LOCATION MAP

SEC. 15, T11N, R9W  
NOT TO SCALE



N



PROJECT NO: 021-08391

DRAWN BY: JMJ

DATE: 2022-03-28

DRAINAGE EASEMENT

Council Session - 4/12/2022

oisson

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

EXHIBIT

1 Page 151 / 292



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-19

**#2022-95 - Approving Change Order No. 2 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2**

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Change Order No. 2 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2

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

## **Background**

Sampson Construction Co., Inc. of Lincoln, Nebraska was awarded a \$3,454,000.00 contract on April 14, 2020, via Resolution No. 2020-95, for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2.

On September 28, 2021, via Resolution No. 2021-254, City Council approved Change Order No. 1 in the amount of \$4,118.00 to address several revisions to the project. Change Order No. resulted in a revised contract amount of \$3,458,118.00.

## **Discussion**

Change Order No. 2 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 is being requested to rectify final quantities to the project, which are detailed below.

Item No.	Item/Description of Changes	Total Cost
CO2-1	Wood Blocking	\$ (2,482.00)
CO2-2	Water Main Work	\$ (399.00)
CO2-3	Window Sills in Existing Building	\$ 2,662.00
CO2-4	Seeding, Grading, and Topsoil	\$ (4,369.00)
CO2-5	Change in Final Completion Date	\$ 0.00
CO2-6	Epoxy Flooring COR	\$ 4,560.00
CO2-7	Metal Canopy Column Wraps	\$ (2,234.00)
CO2-8	Vapor Barrier	\$ 0.00

Total of Change Order No. 2= \$(2,262.00)

Change Order No. 2 results in an overall contract reduction of \$2,262.00, for a revised contract amount of \$3,455,856.00.

### **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. 2 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 with Sampson Construction Co., Inc. of Lincoln, Nebraska.

### **Sample Motion**

Move to approve the resolution.





## CHANGE ORDER NO. 2

**PROJECT:** Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2

**CONTRACTOR:** Sampson Construction Co., Inc.

**AMOUNT OF CONTRACT:** \$3,454,000.00

**CONTRACT DATE:** May 12, 2020

Rectify quantities to the project, which are detailed below.

Item No.	Item/Description of Changes	Total Cost
CO2-1	Wood Blocking	\$ (2,482.00)
CO2-2	Water Main Work	\$ (399.00)
CO2-3	Window Sills in Existing Building	\$ 2,662.00
CO2-4	Seeding, Grading, and Topsoil	\$ (4,369.00)
CO2-5	Change in Final Completion Date	\$ 0.00
CO2-6	Epoxy Flooring COR	\$ 4,560.00
CO2-7	Metal Canopy Column Wraps	\$ (2,234.00)
CO2-8	Vapor Barrier	\$ 0.00

*Total of Change Order No. 2= \$ (2,262.00)*

Original Contract Price .....	\$3,454,000.00
Change Order No. 1 .....	\$ 4,118.00
Net Decrease Resulting from this Change Order.....	\$ (2,262.00)
Revised Contract Price Including this Change Order.....	\$3,455,856.00

### The Above Change Order Accepted:

Sampson Construction Co, Inc.

By \_\_\_\_\_ Date \_\_\_\_\_

### Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

RESOLUTION 2022-95

WHEREAS, on April 14, 2021, via Resolution No.2020-95, the City of Grand Island awarded Sampson Construction Co., Inc. of Lincoln, Nebraska the bid in the amount of \$3,454,000.00 for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2; and

WHEREAS, on September 28, 2021, via Resolution No. 2021-254, City Council approved Change Order No. 1 in the amount of \$4,118.00 to address several revisions to the project. Change Order No. resulted in a revised contract amount of \$3,458,118.00; and

WHEREAS, it is necessary to rectify final quantities to complete such project;  
and

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

WHEREAS, the result of such change order is \$(2,262.00), resulting in a revised contract amount of \$3,455,856.00.

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. 2, at a reduction of \$2,262.00) to the original contract, between the City of Grand Island and Sampson Construction Co., Inc. of Lincoln, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-20

**#2022-96 - Approving Bid Award for the 2022 Asphalt Resurfacing Project No. 2022-AC-1**

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Bid Award for the 2022 Asphalt Resurfacing Project No. 2022-AC-1

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

## **Background**

On March 10, 2022 the Engineering Division of the Public Works Department advertised for bids for the 2022 Asphalt Resurfacing Project No. 2022-AC-1. There were six (6) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

**Section #1**– Capital Avenue; Engleman Road to North Road

**Section #2**– 13<sup>th</sup> Street; Engleman Road to North Road

**Section #3**– Old Potash Highway; Engleman Road to North Road

**Section #4**– Stolley Park Road; South Locust Street to Stuhr Road

**Section #5**– Stuhr Road; Stolley Park Road to Bismark Road

**Section #6**– Stuhr Road; BNSF Railroad to 1070' South of US Highway 30

**Section #7**– Wheeler Avenue; 18<sup>th</sup> Street to Capital Avenue

## **Discussion**

Two (2) bids were received and opened on March 29, 2022. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

	Gary Smith Construction Co, Inc. of Grand Island, NE	J.I.L. Asphalt Paving Co. of Grand Island, NE
Bid Section 1	\$208,063.53	\$205,402.10

Bid Section 2	\$151,330.61	\$154,070.30
Bid Section 3	\$215,348.39	\$230,226.50
Bid Section 4	\$253,905.11	\$260,203.00
Bid Section 5	\$221,836.11	\$221,101.10*
Bid Section 6	\$101,563.58	\$97,974.80
Bid Section 7	\$59,698.04*	\$62,668.20
<b>Grand Total =</b>	<b>\$1,211,745.37*</b>	<b>\$1,231,646.00*</b>

\*corrected calculation

Bid Section No. 1 & 2 were removed from this year's work due to available budget. Public Works Engineering staff recommends the contract award to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$852,351.23.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve awarding a contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$852,351.23 as the low compliant bid that meets specifications.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** March 29, 2022 at 2:00 p.m.

**FOR:** Asphalt Maintenance Project No. 2022-AC-1

**DEPARTMENT:** Public Works

**ESTIMATE:** \$1,092,000.00

**FUND/ACCOUNT:** 21033506

**PUBLICATION DATE:** March 10, 2022

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

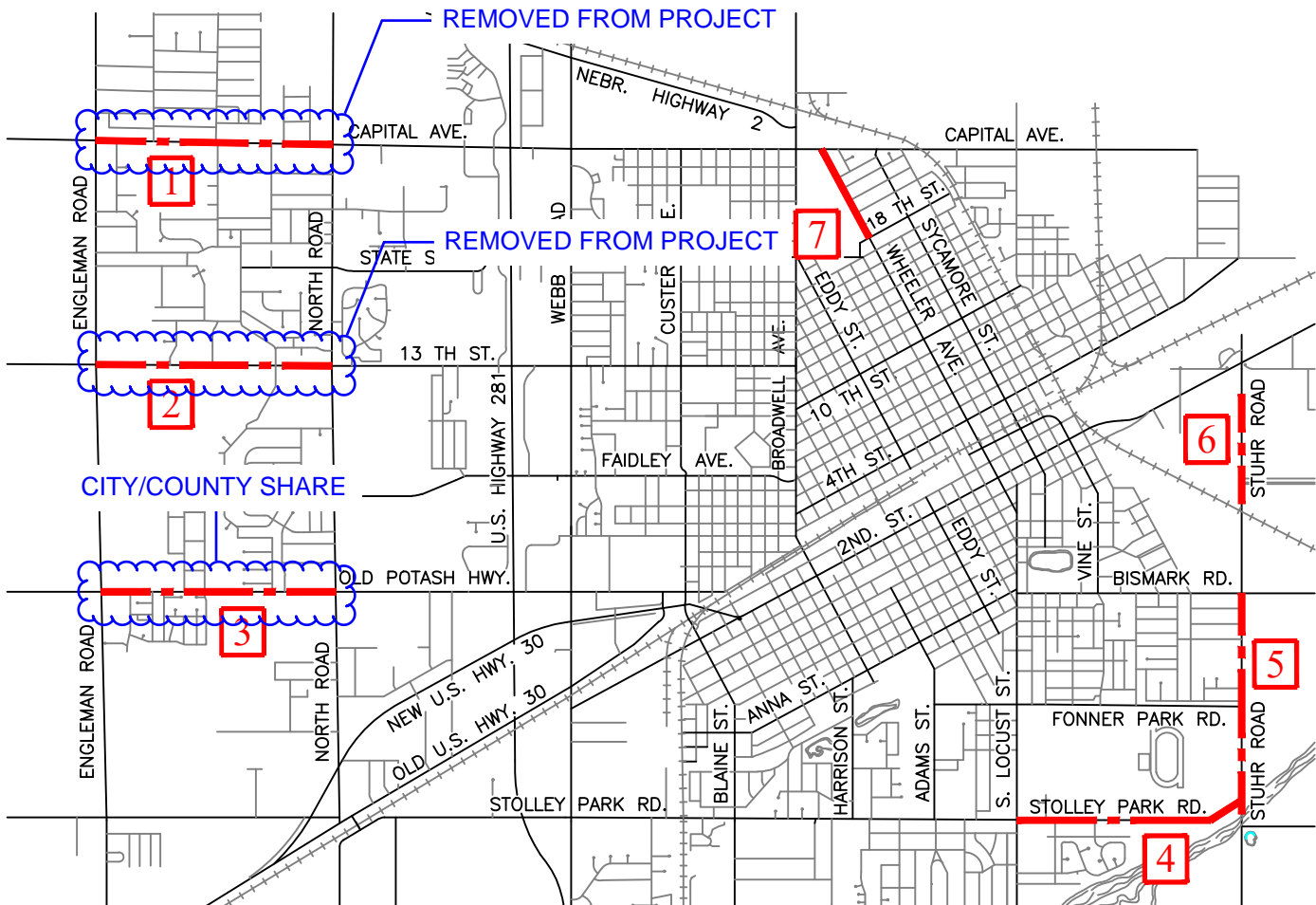
<b>Bidder:</b>	<b><u>Gary Smith Construction Co., Inc.</u></b> Grand Island, NE	<b><u>J.I.L Asphalt Paving Co.</u></b> Grand Island, NE
<b>Bid Security:</b>	<b>Inland Insurance Company</b>	<b>Granite Re, Inc.</b>
<b>Exceptions:</b>	<b>None</b>	<b>None</b>
<b>Bid Price:</b>		
<b>Section 1:</b>	<b>\$ 208,063.53</b>	<b>\$ 205,405.10</b>
<b>Section 2:</b>	<b>\$ 151,330.61</b>	<b>\$ 154,070.30</b>
<b>Section 3:</b>	<b>\$ 215,348.39</b>	<b>\$ 230,226.50</b>
<b>Section 4:</b>	<b>\$ 253,905.11</b>	<b>\$ 260,203.00</b>
<b>Section 5:</b>	<b>\$ 221,836.11</b>	<b>\$ 221,101.00</b>
<b>Section 6:</b>	<b>\$ 101,563.58</b>	<b>\$ 97,974.80</b>
<b>Section 7:</b>	<b><u>\$ 58,698.04</u></b>	<b><u>\$ 62,668.20</u></b>
<b>Total Bid:</b>	<b>\$1,210,745.37</b>	<b>\$1,231,645.90</b>

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

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

**P2365**

# LOCATION MAP



~~SECTION 1 - CAPITAL AVE - ENGLEMAN RD TO NORTH RD~~

~~SECTION 2 - 13TH ST - ENGLEMAN RD TO NORTH RD~~

SECTION 3 - OLD POTASH HWY - ENGLEMAN RD TO NORTH RD

SECTION 4 - STOLLEY PARK RD - LOCUST ST TO STUHR RD

SECTION 5 - STUHR RD - STOLLEY PARK RD TO BISMARK RD

SECTION 6 - STUHR RD - BNSF RR TO 1070' SOUTH OF US HWY 30

SECTION 7 - WHEELER AVE - 18TH ST RD TO CAPITAL AVE



2022 AC-I

PROJECT MAP

NOT TO SCALE

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



RESOLUTION 2022-96

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2022-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 29, 2022 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,211,745.37; and

WHEREAS, due to FY 2021/2022 available budget funds Public Works Engineering staff is recommends not awarding Bid Section 1 & 2, resulting in a contract award to Gary Smith Construction Co., Inc. in the amount of \$852,351.23.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$852,351.23 for Asphalt Maintenance Project No. 2022-AC-1 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-21

**#2022-97 - Approving Amendment No. 1 for Various Locations  
Drainage Projects with JEO Consulting Group, Inc.**

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Amendment No. 1 for Various Locations  
Drainage Projects with JEO Consulting Group, Inc.

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

## **Background**

The Various Locations Drainage Projects; Brookline Drive and Henry Street/ South Street Intersection will plan, design, and build projects to improve drainage.

One project is improving drainage along Brookline Drive. City staff have looked at several options, but constructing a concrete cur band gutter street appears to be the best alternative.

The other project is paving the intersection of Henry Street and South Street. With the heavy truck traffic and large amounts of water drainage from the north, this appears to be the preferred option to fix drainage problems.

On September 28, 2021, via Resolution No. 2021-250, City Council approved an engineering services agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$96,970.00 for the various drainage projects in FY 2022.

On March 8, 2022 Street Improvement District No. 1266; Circle Drive, which consists of the northwest area of Stewart Place Subdivision was presented to City Council for creation. Upon Council discussion Public Works was directed to design, bid and construct this paving and drainage improvement at City cost, rather than through the assessment district.

## **Discussion**

With the addition of Circle Drive drainage improvements to FY 2022 Public Works projects it is recommended to amend the engineering services agreement with JEO Consulting Group, Inc. to design such. Amendment No. 1 will increase the original agreement with JEO Consulting Group, Inc. by \$13,045.00, resulting in a revised amount of \$110,015.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska, in the amount of \$13,045.00.

## **Sample Motion**

Move to approve the resolution.

R E S O L U T I O N   2022-97

WHEREAS, on September 28, 2021, via Resolution No. 2021-250, City Council approved an engineering services agreement with JEO Consulting Group, Inc. of Grand Island, Nebraska in the amount of \$96,970.00 for the various drainage projects in FY 2022; and

WHEREAS, On March 8, 2022 Street Improvement District No. 1266; Circle Drive, which consists of the northwest area of Stewart Place Subdivision was presented to City Council for creation; and

WHEREAS, upon Council discussion Public Works was directed to design, bid and construct this improvement at City cost, rather than through the assessment district; and

WHEREAS, with the addition of Circle Drive drainage improvements to FY 2022 Public Works projects it is recommended to amend the engineering services agreement with JEO Consulting Group, Inc. to design such; and

WHEREAS, Amendment No. 1 will increase the original agreement with JEO Consulting Group, Inc. by \$13,045.00, resulting in a revised amount of \$110,015.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with JEO Consulting Group, Inc. of Grand Island, Nebraska for various drainage projects FY 2022 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-22

**#2022-98 - Approving Change Order No. 1 for Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1**

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

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Change Order No. 1 for Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1

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

## **Background**

Elsbury Construction, LLC of Grand Island, Nebraska was awarded a \$1,449,756.86 contract on October 12, 2021, via Resolution No. 2021-271, for the Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1.

## **Discussion**

Change Order No. 1 for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is requested to address water main conflicts within this project.

The cost associated with Change Order No. 1 is a total of \$66,374.33, resulting in a revised contract amount of \$1,516,131.19.

## **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 for the Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 with Elsbury Construction, LLC of Grand Island, Nebraska.

## **Sample Motion**

Move to approve the resolution.





## CHANGE ORDER NO. 1

**PROJECT:** Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements;  
Project No. 2020-P-1

**CONTRACTOR:** Elsbury Construction, LLC

**AMOUNT OF CONTRACT:** \$1,449,756.86

**CONTRACT DATE:** October 25, 2021

Addressing water main conflicts

<i>Item No.</i>	<i>Description</i>	<i>Q00uanti 01.0ty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
CO1-1	16" D.I. Water Main	60.00	LF	\$ 201.17	\$ 12,070.20
CO1-2	12" D.I. Water Main	22.00	LF	\$ 155.74	\$ 3,426.28
CO1-3	16" Butterfly Valve w/ Box	2.00	EA	\$ 4,950.45	\$ 9,900.90
CO1-4	12" Gate Valve w/ Box	1.00	EA	\$ 5,449.15	\$ 5,449.15
CO1-5	Type 3 Fire Hydrant Assembly	1.00	EA	\$ 5,763.99	\$ 5,763.99
CO1-6	16" x 12" M.J. Tee	1.00	EA	\$ 3,003.45	\$ 3,003.45
CO1-7	12" x 6" M.J. Tee	1.00	EA	\$ 1,384.41	\$ 1,384.41
CO1-8	16" Sleeve Coupling	3.00	EA	\$ 762.61	\$ 2,287.83
CO1-9	12" M.J. Plug	1.00	EA	\$ 683.85	\$ 683.85
CO1-10	16" Retainer Gland	12.00	EA	\$ 394.44	\$ 4,733.28
CO1-11	12" Retainer Gland	4.00	EA	\$ 673.57	\$ 2,694.28
CO1-12	6" Retainer Gland	1.00	EA	\$ 201.04	\$ 201.04
CO1-13	Remove and Salvage 16" Butterfly Valve	1.00	EA	\$ 777.66	\$ 777.66
CO1-14	Remove and Salvage 16" Water Main	60.00	LF	\$ 43.89	\$ 2,633.40
CO1-15	1" Testing Tap	4.00	EA	\$ 1,224.13	\$ 4,896.52
CO1-16	Manhole Ring and Cover	5.00	EA	\$ 625.00	\$ 3,125.00
CO1-17	Upsize Tapping Sleeve	1.00	EA	\$ 3,343.09	\$ 3,343.09
<b>Change Order No. 1 Total =</b>					<b>\$ 66,374.33</b>

Contract Price Prior to this Change Order..... \$1,449,756.86

Net Increase Resulting from this Change Order..... \$ 66,374.33

Revised Contract Price Including this Change Order..... \$1,516,131.19

### The Above Change Order Accepted:

Elsbury Construction, LLC

By \_\_\_\_\_ Date \_\_\_\_\_

**Approval Recommended:**

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

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**Approved for the City of Grand Island, Nebraska**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

R E S O L U T I O N   2022-98

WHEREAS, on October 12, 2021, via Resolution No.2021-271, the City of Grand Island awarded Elsbury Construction, LLC of Grand Island, Nebraska the bid in the amount of \$1,449,756.86 for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1; and

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 \$66,374.33, resulting in a revised contract amount of \$1,516,131.19.

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 \$66,374.33 between the City of Grand Island and Elsbury Construction, LLC of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-23

**#2022-99 - Approving Amendment to Subrecipient Agreement  
CDBG #2019-11-CV with Hall County Community Collaborative**

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting:** April 12, 2022

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

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

## **Background**

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

## **Discussion**

The City of Grand Island previously awarded \$59,063 of the CDBG-CV funds to the Hall County Community Collaborative (H3C) to implement a Childcare Learning Center Program, this program will include using the funds in a scholarship style to aid parents who are behind on childcare or cannot afford childcare due to COVID-19 challenges or aid staff persons at Daycare centers that are lacking staff capacity due to COVID-19. H3C will partner with Central Community College to develop a workforce that will be criminal history checked, trained, and prepared to serve at the partnering childcare centers around Grand Island. This would ultimately act as a Sub list if childcare centers have a teacher who needs to be quarantined or has an influx of children due to school closings. For the past year, H3C did not have adequate staffing capacity to fulfill the sub-recipient agreement requirements. At this time H3C is fully staffed and would like to continue using CDBG-CV funds to provide the Childcare Learning Center Program with a recommended extension end date of April 13, 2023.

Original end date – April 13, 2022

Recommended revised end date –April 13, 2023

### **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 the CDBG Contract #2019-11-CV with Hall County Community Collaborative and authorizes Mayor to sign all related documents.

### **Sample Motion**

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

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

SECTION I.

RECITALS

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

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

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

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

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

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

#### C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

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

Units of Service include:

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

#### E. Project Description

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



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

#### F. Performance Monitoring

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

#### G. Time of Performance

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

#### H. Budget

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

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

#### I. Compensation and Method of Payment

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

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

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

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

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

#### J. Environmental Review

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

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

#### K. Procurement Standards and Code of Conduct

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

#### L. Fair Housing

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

#### M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

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

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

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

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

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

#### B. Independent Contractor

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

#### C. Hold Harmless

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

#### D. Worker's Compensation

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

#### E. Insurance and Bonding

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

#### F. City/Grantee Recognition

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

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

#### G. Amendments

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

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

### SECTION IV.

#### LIABILITY

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

### SECTION V.

#### SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

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

**A. Suspension for Cause**

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

**B. Termination for Cause**

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

## **SECTION VI.**

### **TERMINATION FOR CONVENIENCE**

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

## **SECTION VII.**

## TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

## SECTION VIII.

### ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

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

##### 1. Accounting Standards

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

##### 2. Cost Principles

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

#### B. Documentation & Record Keeping

##### 1. Records to be maintained

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

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

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

## 2. Retention

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

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

## 3. Client Data-if applicable

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

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

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

## 4. Disclosure

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



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

#### 5. Close-outs

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

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

### C. Reporting and Payment Procedures

#### 1. Program Income

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

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

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

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

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

## 2. Payment Procedures

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

## D. Procurement

### 1. Compliance

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

#### a. OMB Standards

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

#### b. Travel expenses

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

## E. Use & Reversion of Assets

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

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

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

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

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

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

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

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

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

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

## SECTION IX.

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

The Sub recipient agrees to comply with:

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

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

## SECTION X.

### ASSURANCES

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

## SECTION XI.

### PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

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

##### 2. Nondiscrimination

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

##### 3. Land Covenants

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

#### 4. Section 504

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

### B. Equal Opportunity

#### 1. Approved Plan

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

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

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

#### 3. Access to Records

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

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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



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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

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

### 3. Hatch Act

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

### 4. Conflict of Interest

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

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

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

#### 5. Lobbying

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

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

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

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

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

#### 6. Copyright

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

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

#### 7. Religious Activities

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

### SECTION XII.

#### ENVIRONMENTAL CONDITIONS

##### A. Air and Water

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

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

##### B. Flood Disaster Protection

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

##### C. Lead-Based Paint

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

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

#### D. Historic Preservation

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

### SECTION XII.

#### SEVERABILITY

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

### SECTION XIV.

#### SECTION HEADINGS AND SUBHEADINGS

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

### SECTION XV.

#### WAIVER

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

### SECTION XVI.

#### ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date April 26, 2021 By Roger G. Steele  
Roger G. Steele,  
Mayor, City of Grand Island

Attest:

Rafael Edwards  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Northof  
Stacy R. Northof, Assistant City Attorney

Sub-Recipient: Hall County Community Collaborative

Date 4-13-2021 By Julie Nash  
Executive Director

RESOLUTION 2021-83

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

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

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

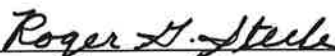
WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization identified in the 2019-2023 Consolidated Plan and 2019 Annual Action Plan; and

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


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


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

  
Roger G. Steele, Mayor

Attest:

  
RaNae Edwards, City Clerk

Approved as to Form	
April 12, 2021	City Attorney



**Amendment #1**

**PROJECT:** CDBG-CV Funding 2019-11-CV Childcare Learning Centers

**CONTRACTOR:** Hall County Community Collaborative

**AMOUNT OF ORIGINAL CONTRACT:** \$59,063.00

**CONTRACT START DATE:** April 13, 2021

Revision #1 – Contract Extension date

Original Completion Date ----- April 13, 2022

Revised Completion Date ----- April 13, 2023

**Contractor** Hall County Community Collaborative

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title:** Saffron Buettner, Executive Director

**CITY OF GRAND ISLAND, NEBRASKA**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mayor

**Attest** \_\_\_\_\_  
City Clerk



R E S O L U T I O N    2022-99

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

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-24

**#2022-100 - Approving Amendment #2 to Agreement CDBG  
#2019-7-CV with Heartland United Way**

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting:** April 12, 2022

**Subject:** Approving amendment #2 to agreement CDBG #2019-7-CV with Heartland United Way

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

## **Background**

In response to the Coronavirus Pandemic (COVID19), the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program has notified Entitlement communities they will receive a formula allocation from the first round of CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the COVID-19 Coronavirus. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed on August 11, 2020. In response to the CARES Act and CDBG-CV funding, the City is proposing a substantial amendment to the 2019-2023 Consolidated Plan and 2019 Action Plan in order to receive the allotted \$233,126 of CARES Act CDBG-CV funding.

## **Discussion**

The Community Development Division recommends amending the sub-recipient agreement with Heartland United way to extend the Sub-recipient Agreement end date to October 13, 2022. Heartland United was previously awarded \$175,000 of CDBG-CV funds from two different rounds of funding and at this time continues to have available funding to continue providing services. Heartland United Way is using these funds to provide emergency payments for rent, mortgage and/or utilities in order to help low to moderate income residents of Grand Island avoid eviction. Clients that benefit from these funds will also work Heartland United Way's Central navigation team in order to help find other resources that may help their circumstances while going to a financial awareness program to help each client be better prepared for their future. The current end date for the project is April 13, 2022. Heartland United Way currently has \$67,644.77 remaining in funds and requests for the agreement to be amended reflecting a new end date of October 13, 2022, to continue using funds.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approves amendment #2 to CDBG Contract #2019-7-CV with Heartland United Way and authorizes Mayor to sign all related documents.

### **Sample Motion**

Move to approve amendment #2 to CDBG Contract #2019-7-CV with the Heartland United Way.

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

SECTION I.

RECITALS

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

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

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

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

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

#### C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

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

Units of Service include:

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

#### E. Project Description

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

Amount Funded: \$75,000.00

#### F. Performance Monitoring

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

#### G. Time of Performance

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

#### H. Budget

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

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

#### I. Compensation and Method of Payment

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

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

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

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

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

#### J. Environmental Review

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

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

#### K. Procurement Standards and Code of Conduct

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

#### L. Fair Housing

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

#### M. Implementation Schedule

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



N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

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

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

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

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

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

#### B. Independent Contractor

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

#### C. Hold Harmless

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

#### D. Worker's Compensation

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

#### E. Insurance and Bonding

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

#### F. City/Grantee Recognition

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

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

#### G. Amendments

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

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

### SECTION IV.

#### LIABILITY

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

### SECTION V.

#### SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

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

**A. Suspension for Cause**

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

**B. Termination for Cause**

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

## **SECTION VI.**

### **TERMINATION FOR CONVENIENCE**

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

## **SECTION VII.**

### **TERMINATION OF CITY/GRANTEE'S OBLIGATIONS**

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

## SECTION VIII.

### ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

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

##### 1. Accounting Standards

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

##### 2. Cost Principles

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

#### B. Documentation & Record Keeping

##### 1. Records to be maintained

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

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

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

## 2. Retention

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

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

## 3. Client Data-if applicable

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

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

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

## 4. Disclosure

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

## 5. Close-outs

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

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

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

## C. Reporting and Payment Procedures

### 1. Program Income

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

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

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

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

## 2. Payment Procedures

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

## D. Procurement

### 1. Compliance

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

#### a. OMB Standards

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

#### b. Travel expenses

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

## E. Use & Reversion of Assets

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



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

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

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

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

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

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

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

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

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

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

## SECTION IX.

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

The Sub recipient agrees to comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and
- C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that

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

## SECTION X.

### ASSURANCES

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

## SECTION XI.

### PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

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

##### 2. Nondiscrimination

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

##### 3. Land Covenants

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

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

#### 4. Section 504

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

### B. Equal Opportunity

#### 1. Approved Plan

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

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

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

#### 3. Access to Records

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

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

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

#### 5. Subcontract Provisions

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

### C. Employment Restrictions

#### 1. Prohibited Activity

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

#### 2. Labor Standards

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

#### 3. "Section 3" Clause

a. Compliance

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

#### 4. Conflict of Interest

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

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



## 5. Lobbying

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

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

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

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

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

## 6. Copyright

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

## 7. Religious Activities

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

## SECTION XII.

### ENVIRONMENTAL CONDITIONS

#### A. Air and Water

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

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

#### B. Flood Disaster Protection

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

#### C. Lead-Based Paint

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

#### D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470)

and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

## SECTION XII.

### SEVERABILITY

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

## SECTION XIV.

### SECTION HEADINGS AND SUBHEADINGS

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

## SECTION XV.

### WAIVER

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

## SECTION XVI.

### ENTIRE AGREEMENT

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

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

Grantee: City of Grand Island, Nebraska

Date October 14, 2020 By Roger G. Steele  
Roger G. Steele,  
Mayor, City of Grand Island

Attest:

Rafael Edwards  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof  
Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Heartland United Way

Date October 12, 2020 By Karen Rathke  
Karen Rathke, President and CPO

Date 10/12/2020 By Mike K. Poling  
Board President



**Amendment #1**

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

**CONTRACTOR:** Heartland United Way

**AMOUNT OF ORIGINAL CONTRACT:** \$75,000

**CONTRACT START DATE:** October 13, 2020

Revision #1 – Contract Extension date

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

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

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

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

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

Revision #2 – Contract Extension date

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

Revised Completion Date ----- October 13, 2022

**Contractor** Heartland United Way

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title:** Karen Rathke, President and CPO

**CITY OF GRAND ISLAND, NEBRASKA**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mayor

**Attest** \_\_\_\_\_  
City Clerk

RESOLUTION 2022-100

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts the amendment to the Sub-recipient Agreement #CDBG-7-CV and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-25

**#2022-101 - Approving Termination of Subrecipient Agreement  
with Senior Citizen Industries**

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting:** April 12, 2021

**Subject:** Approving Termination of Sub-Recipient Agreement  
CDBG #2019-12-CV with Senior Citizen Industries Inc.

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

## **Background**

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

## **Discussion**

The City of Grand Island previously awarded \$59,063 of the 2019 CDBG-CV funds to the Senior Citizen Industries Inc. to implement a COVID-19 Response Program, this program was to include using the funds for PPE and hand sanitation stations in order to aid in re-opening of the building to senior citizens and to create shelf stable meal boxes for senior citizens age 62 and older who reside in Grand Island but may not be able leave their houses due to COVID- 19. These boxes would be delivered monthly until funds are exhausted.

At this time the Senior Citizens do not have the staff capacity to fully meet the requirements stated in the Sub-recipient agreement and would like to terminate the agreement, at this time the Senior Citizen's Industries Inc. was able to use \$13,553.84 of funds to provide shelf stable boxes of food to Elderly households in Grand Island at time of the termination request \$45,509.16 is currently remain and could be redistributed to another agency after termination of the agreement.



### **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 to terminate CDBG Contract #2019-12-CV with Senior Citizen Industries Inc. and authorizes Mayor to sign all related documents.

### **Sample Motion**

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

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

SECTION I.

RECITALS

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

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

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

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

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

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

#### C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

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

Units of Service include:

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

#### E. Project Description

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

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

#### F. Performance Monitoring

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

#### G. Time of Performance

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

#### H. Budget

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

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

#### I. Compensation and Method of Payment

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

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

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

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

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

#### J. Environmental Review

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

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

#### K. Procurement Standards and Code of Conduct

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

#### L. Fair Housing

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

#### M. Implementation Schedule

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

N. Sources and Uses of Funds (if applicable)

not applicable

O. Other Special Conditions

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

P. Notices

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

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

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

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

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

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

#### B. Independent Contractor

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

#### C. Hold Harmless

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

#### D. Worker's Compensation

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

#### E. Insurance and Bonding

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

#### F. City/Grantee Recognition

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

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

#### G. Amendments

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

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

### SECTION IV.

#### LIABILITY

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

### SECTION V.

#### SUSPENSION OR TERMINATION FOR CAUSE

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

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



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

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

A. Suspension for Cause

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

B. Termination for Cause

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

## SECTION VI.

### TERMINATION FOR CONVENIENCE

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

## SECTION VII.

## TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

## SECTION VIII.

### ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

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

##### 1. Accounting Standards

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

##### 2. Cost Principles

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

#### B. Documentation & Record Keeping

##### 1. Records to be maintained

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

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

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

## 2. Retention

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

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

## 3. Client Data-if applicable

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

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

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

## 4. Disclosure

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

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

#### 5. Close-outs

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

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

### C. Reporting and Payment Procedures

#### 1. Program Income

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

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

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

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

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

## 2. Payment Procedures

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

## D. Procurement

### 1. Compliance

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

#### a. OMB Standards

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

#### b. Travel expenses

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

## E. Use & Reversion of Assets

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

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

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

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

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

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

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

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

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

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

## SECTION IX.

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

The Sub recipient agrees to comply with:

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

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

## SECTION X.

### ASSURANCES

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

## SECTION XI.

### PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

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

##### 2. Nondiscrimination

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

##### 3. Land Covenants



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

#### 4. Section 504

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

### B. Equal Opportunity

#### 1. Approved Plan

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

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

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

#### 3. Access to Records

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

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

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

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

#### 5. Subcontract Provisions

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

### C. Employment Restrictions

#### 1. Prohibited Activity

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

#### 2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

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

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

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

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

b. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

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

### 3. Hatch Act

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

### 4. Conflict of Interest

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

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

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

#### 5. Lobbying

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

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

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

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

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

#### 6. Copyright

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

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

#### 7. Religious Activities

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

### SECTION XII.

#### ENVIRONMENTAL CONDITIONS

##### A. Air and Water

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

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

##### B. Flood Disaster Protection

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

##### C. Lead-Based Paint

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

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

#### D. Historic Preservation

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

## SECTION XII.

### SEVERABILITY

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

## SECTION XIV.

### SECTION HEADINGS AND SUBHEADINGS

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

## SECTION XV.

### WAIVER

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

## SECTION XVI.

### ENTIRE AGREEMENT

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

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



Grantee: City of Grand Island, Nebraska

Date April 23, 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: Senior Citizens Industries Inc.

Date 7-9-2021 By Dana Ruby  
Executive Director



304 E. 3rd St.  
Grand Island, NE 68801  
308-385-5308

March 11, 2022

Dear Amber,

Senior Citizens Industries regrettably informs the City of Grand Island and the Community Development program that we find it necessary to terminate our agreement for receiving Covid-19 recovery funds.

We were very honored to be chosen as one of the recipients to receive funding. Our grant request included projects to improve safety and sanitation for attendees to the Senior Center in addition to improving nutrition choices for the older adult community. The funds awarded were limited to providing food.

Volunteers assembled and distributed shelf stable food boxes to those we identified as being in the low- and middle-income bracket. This project, while well received, required extensive logistics from delivery of supplies, to storage and delivery.

We explored the possibility of providing a grocery store voucher to eligible participants but was decided that this would not be feasible because of the restriction that the funds could only be used for a certain category of items; “shelf stable foods”. The stores would not be able to prevent users from using the vouchers to purchase items like fresh fruits or meat.

Again, thank you for the opportunity to participate in the CDBG program.

Sincerely,

Dana Kirby  
Executive Director



**Termination of Sub-recipient agreement**

**PROJECT:** CDBG-CV Funding: project 2019-11-CV

**CONTRACTOR:** Senior Citizens Industries

**AMOUNT OF ORIGINAL CONTRACT:** \$59,063

**CONTRACT START DATE:** April 13, 2021

**ORIGINAL COMPLETION DATE:** April 13, 2022

**Amount of funding remaining at time of request:** \$45,509.00

**Contractor** Senior Citizen's Industries

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title:** Dana Kirby, Executive Director

**CITY OF GRAND ISLAND, NEBRASKA**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mayor

**Attest** \_\_\_\_\_  
City Clerk

RESOLUTION 2022-101

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

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

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

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

WHEREAS, The Senior Citizens Industries has requested that the executed sub-recipient agreement be terminated.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-26

**#2022-102 - Approving Final Plat and Subdivision Agreement for  
Nikodym Third Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** April 12, 2022

**Subject:** Nikodym Third Subdivision - Final Plat

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

## **Background**

This property is located east of Cherry Street and north of Bismark Avenue in Grand Island, Nebraska. This is approval for the preliminary plat. A final plat will be brought forward for approval in the near future if this is approved. Proposed zoning R3 Medium Density Residential. (47 lots, 13.35 acres).

## **Discussion**

The final plat for Nikodym Third Subdivision was considered at the Regional Planning Commission at the January 5, 2022 meeting.

A motion was made by Rainforth and second by Randone to approve preliminary and final plat for Nikodym Third Subdivision.

A roll call vote was taken and the motion passed.

The motion was carried with nine members voting in favor (O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Randone, Doane and Hendricksen) no members present voting no or abstaining.

## **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**  
JNIK INC.  
1010 E. Bismark Rd  
Grand Island, NE 68801

To create

**Size: Final Plat 47 lots, 13.35 Acres**

**Zoning:** R3 Medium Density Residential

**Road Access:** Existing city streets. New streets are proposed as 37' concrete curb and gutter streets.

**Water:** City water is available to the subdivision and will be extended to all new lots.

**Sewer:** City sewer is available to the subdivision and will be extended to all new lots.





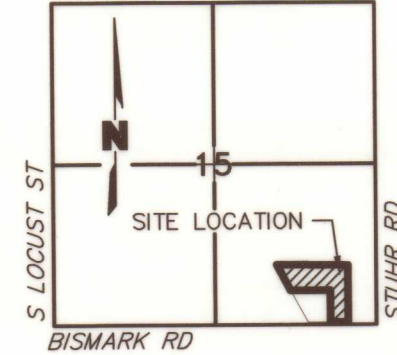
# NIKODYM THIRD SUBDIVISION

## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

#### LOCATION MAP

SEC. 15, T11N, R9W  
NOT TO SCALE



#### LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 2, NIKODYM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 581510.82 SQUARE FEET OR 13.350 ACRES MORE OR LESS.

#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF A REPLAT OF ALL OF LOT 2, NIKODYM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

#### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT JNJK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND MIRIAM I. NIKODYM, SUCCESSOR TRUSTEE OF THE JIM F. NIKODYM REVOCABLE TRUST, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "NIKODYM THIRD SUBDIVISION" A REPLAT OF ALL OF LOT 2, NIKODYM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

AT \_\_\_\_\_, NEBRASKA,

AT \_\_\_\_\_, NEBRASKA,

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

JOHN NIKODYM, MANAGER  
JNJK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

MIRIAM I. NIKODYM, SUCCESSOR TRUSTEE  
JIM F. NIKODYM REVOCABLE TRUST

#### ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HALL

BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JOHN NIKODYM, MANAGER, JNJK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC

#### ACKNOWLEDGMENT

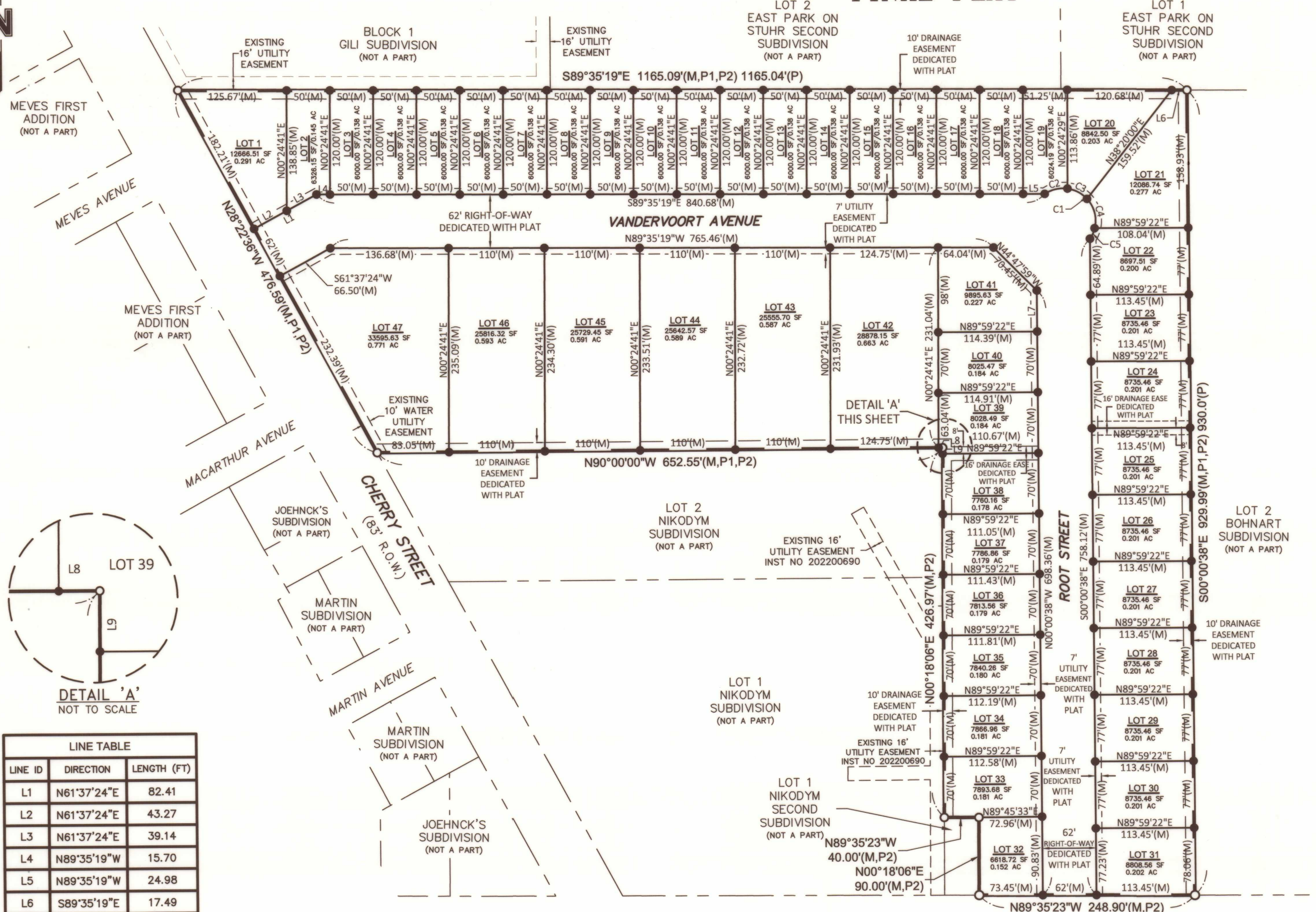
STATE OF NEBRASKA  
COUNTY OF \_\_\_\_\_

BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MIRIAM I. NIKODYM, SUCCESSOR TRUSTEE OF THE JIM F. NIKODYM REVOCABLE TRUST, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC

0' 50' 100' 200'  
SCALE IN FEET



LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	N61°37'24"E	82.41
L2	N61°37'24"E	43.27
L3	N61°37'24"E	39.14
L4	N89°35'19"W	15.70
L5	N89°35'19"W	24.98
L6	S89°35'19"E	17.49
L7	S00°00'38"E	47.53
L8	N90°00'00"W	4.75
L9	N00°18'06"E	6.97

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	37.50	158°03'45"	103.45	S44°47'59"E	73.63
C2	37.50	042°10'39"	27.61	N77°15'28"E	26.99
C3	37.50	039°55'34"	26.13	S61°41'25"E	25.61
C4	37.50	055°35'37"	36.39	S13°55'50"E	34.98
C5	37.50	020°21'55"	13.33	S24°02'56"W	13.26

OWNERS: JNJK, LLC & JIM F. NIKODYM REVOCABLE TRUST  
SUBDIVIDER: JNJK, LLC & JIM F. NIKODYM REVOCABLE TRUST  
SURVEYOR: OLSSON  
ENGINEER: OLSSON  
NUMBER OF LOTS: 47

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

PROJECT NO. 2021-0828  
JNJK NIKODYM  
SURVEY  
FB

#### LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR W/CAP OR AS NOTED)
- PROPERTY LINE
- SUBDIVISION LINE
- NEW PROPERTY LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE SUPER BOWL SUB
- P1 PLATTED DISTANCE NIKODYM SUB
- P2 PLATTED DISTANCE NIKODYM 2nd SUB

#### APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_



\* This Space Reserved for Register of Deeds \*

SUBDIVISION AGREEMENT

**NIKODYM THIRD SUBDIVISION**

LOTS 1 through 47 INCLUSIVE

In the City of Grand Island, Hall County Nebraska

The undersigned, JOHN J. NIKODYM AND JNIK, LLC A NEBRASKA LIMITED LIABILITY CORPORATION hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF LOT 2, NIKODYM SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 581510.82 SQUARE FEET OR 13.350 ACRES MORE OR LESS;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NIKODYM THIRD SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by

number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NIKODYM THIRD SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1.       **Paving.** The Subdivider agrees to pave Vandervoort Avenue and Root Street in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Vandervoort Avenue and Root Street, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Cherry Street and Bismark Road where they abut the subdivision.

2.       **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3.       **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and

4.       **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the

Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

The Subdivider shall be responsible for installing concrete flumes for drainage at the back of the lots as shown on the drainage plan. The Subdivider and subsequent property owners shall be responsible for maintenance of the concreted flumes.

The Subdivider or a property owners association created for this purpose shall be responsible for maintenance of the detention cell constructed on in the drainage easement dedicated on Lot 2 of Nikodym Subdivision as dedicated and accepted by the City of Grand Island at the April 12, 2022 City Council Meeting.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Cherry Street	X		NO
Bismark Road		X	NO
Vandervoort Avenue	X		
Root Street	X		NO

6. **Electric.** In the event that lots 1, 21 41, 42, 43, 44, 45, 46 or 47, all of which are large enough to permit more than 2 dwelling units per lot, are used for more than 2 dwelling units

the Subdivider agrees to install all conduit, both primary and secondary, as well as all necessary transformer pads to serve these lots in accordance with plans and specifications approved by the Utilities Department, and subject to the City's inspection.

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

8.     **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

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

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

Dated \_\_\_\_\_, 2022.

JOHN J. NIKODYM, Subdivider

JNIK LLC, A NEBRASKA LIMITED  
LIABILITY COMPANY, Subdivider,

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEBRASKA       )  
  ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John J. Nikodym, known personally to me to be the identical persons and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF HALL            )

On \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known personally to me to be the identical persons and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of JNIK LLC A NEBRASKA LIMITED LIABILITY COMPANY.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

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

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

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF HALL        )

On \_\_\_\_\_, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-\_\_\_\_\_, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

RESOLUTION 2022-102

WHEREAS know all men by these presents, that JNIK, LLC, A Nebraska Limited Liability Company and Miriam I. Nikodym, Successor Trustee of Jim F. Nikodym Revocable Trust, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “NIKODYM THIRD SUBDIVISION”, A replat of all of lot 2, NIKODYM SECOND SUBDIVISION, 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 NIKODYM THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney





# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item G-27

**#2022-103 - Approving an Intern 0.12 FTE for the City Attorney's Office**

Staff Contact: Stacy Nonhof, Interim City Attorney

# **Council Agenda Memo**

**From:** Stacy R. Nonhof, Interim City Attorney

**Meeting:** April 12, 2022

**Subject:** Approving Amendment to Legal Department FTE Budget Allocation

**Presenter(s):** Stacy R. Nonhof, Interim City Attorney

## **Background**

Currently, the Legal Department is staffed with the Interim City Attorney and a Legal Secretary. The Legal Department receives requests yearly from law schools about offering internships for current law students.

## **Discussion**

The Legal Department has enough money in its personnel budget to fund an intern. The current chosen intern will be in the Legal Department from May 16 thru the end of June, 2022. That time would work out to approximately 0.12 FTE. This temporary intern will offer the opportunity to the intern to view the day to day operations of City government and will give the intern valuable educational and career experience.

## **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 the Council approve this amendment to the City Legal Department FTE Budget Allocation.

## **Sample Motion**

Move to approve the amendment to the Legal Department FTE Budget Allocation with the addition of the 0.12 Intern for the Summer of 2022.

RESOLUTION 2022-103

WHEREAS, the City of Grand Island is wanting to provide educational and career experience to current law students; and

WHEREAS, the Legal Department will add the FTE 0.12 for one Legal Intern to work in the Legal Department from May 16 until the end of June, 2022; and

WHEREAS, the estimated 2022 cost of this change is \$5,500.00; and

WHEREAS, an amendment to the Legal Department FTE Budget Allocation is necessary to allow for the addition of the 0.12 Legal Intern.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Grand Island Legal Department FTE Budget Allocation is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item I-1

**#2022-104 - Consideration of Approving Donor Recognition for  
Playground at Ryder Park – Parks & Recreation Department**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** April 12, 2022

**Subject:** Approving Donor Recognition for the New Playground at Ryder Park

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

## **Background**

The City was approached by students and staff from the Central Community College Occupational Therapy Class with the idea of raising funds to building a new community inclusive playground. After much discussion and excitement generated from community leaders, City staff, and the Community Foundation, the decision was made to move forward to raise money for the project proposed at Ryder Park. The location was chosen because Ryder Park is centrally located, has good access to parking and restrooms, and has potential to benefit from future park developments.

The new playground is designed to be handicap accessible and serve children with a wide range of ability levels. The playground is anticipated to cost \$1.1 million and be completely funded with private donations. Part of the fundraising plan is to include a \$250,000 endowment to cover annual cost maintenance of the equipment.

Park bathrooms and parking improvements are not essential or part of the current fundraising plan; however, as fundraising for the playground progresses the City may want to prioritize these updates to complement the new development.

In July of 2021 City Council approved Resolution 2021-186 to add a new playground in Ryder Park.

In January City Council approved Resolution 2022-13 the Agreement with the Central Community College Foundation and the Greater Grand Island Community Foundation to raise funds and construct the playground.

## **Discussion**

Central Community College Foundation has begun fundraising efforts and is requesting approval to recognize donors of over \$5,000 with signage at the playground site.

Up to three signs will be displayed in the playground. One or possibly two signs will be required to identify the donors of over \$5,000 and two signs at each side of the main playground structure for the naming sponsor. Tom and Sue Pirnie have pledged \$200,000 to become the naming sponsor of the “Pirnie Inclusive Playground” at Ryder Park.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that City Council approve naming the proposed playground at Ryder Park “Pirnie Inclusive Playground” and approve onsite sponsor recognition of donations over \$5,000.

### **Sample Motion**

Move to approve donor recognition for the new playground at Ryder Park.

RESOLUTION 2022-104

WHEREAS, the City was approached by students and staff from Central Community College Occupational Therapy Class with the idea of raising funds to build a new community inclusive playground in Ryder Park; and

WHEREAS, City Council approved Resolution 2021-186 to add a new playground in Ryder Park and approved Resolution 2022-13 the agreement with Central Community College Foundation and the Greater Grand Island Community Foundation to raise funds and construct the playground; and

WHEREAS, Central Community College Foundation has begun fundraising efforts and is requesting approval to recognize donors of over \$5,000 with signage at the playground site; and

WHEREAS, Tom and Sue Pirnie have pledged \$200,000 to become the naming sponsor of the “Pirnie Inclusive Playground” at Ryder Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve naming the proposed playground at Ryder Park “Pirnie Inclusive Playground” and approve onsite sponsor recognition of donations over \$5,000 with signage.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

Attest:

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

Approved as to Form	▣ _____
April 7, 2022	▣ City Attorney





# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item I-2

**#2022-105 - Consideration of Approving Resolution Recognizing IBEW Local 1597 (Service/Clerical/Finance) as Labor Representative for the Public Safety Apprentice Classification and Amending Relevant Labor Contract**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** April 12, 2022

**Subject:** Consideration of Approving Resolution Recognizing IBEW Local 1597 (Service/Clerical/Finance) as Labor Representative for the Public Safety Apprentice classification and Amending Relevant Labor Contract

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

The recruiting of Police Officers for the Grand Island Police Department continues to be a concern. The department currently has eleven opening available. Multiple recruiting strategies, efforts and incentives have been instituted, but vacancies remain.

## **Discussion**

The City is proposing the creation of a Public Safety Apprentice program. This is an entry level position for those interested in a career in law enforcement.

The program is intended to provide a comprehensive and unique exposure to all aspects and functions of the Grand Island Police Department through a paid work apprenticeship program. This program will provide for extensive training and experience to various Police Department resources and divisions with the intent of creating qualified future sworn-police applicants. The Public Safety Apprentice program will also provide ancillary support for police functions which do not require the presence of a sworn law enforcement officer and that can be conducted safely in a civilian capacity.

Administration recommends voluntarily recognizing the IBEW as the labor representative for the Public Safety Apprentice (PSA) classification. The IBEW currently represents the Community Service Officer (CSO) classification. Given the similar job duties and working conditions, Administration finds it appropriate to include the PSA classification in the IBEW Service/Clerical/Finance collective bargaining agreement.

Voluntary recognition will require action by the Grand Island City Council (Council) as the governing body of the City which is the employer of the Public Service Apprentice classification. That action would necessitate approval of the Resolution before the

Council for consideration this evening. That Resolution, if approved, would definitively recognize the IBEW as the labor representative for the PSAs and add that job classification to the list of positions covered under the present contract the IBEW has with the City for the Service/Clerical/Finance bargaining unit.

### **Alternatives**

It appears 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**

The City Administration recommends approval of resolution.

### **Sample Motion**

Move to approve.



## PUBLIC SAFETY APPRENTICE

**DEPARTMENT:** Police

**CLASSIFICATION:** Non Exempt

**DIVISION:**

**JOB CLASS:**

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### **DEFINITION**

This is an entry level position for those interested in a career in law enforcement.

The Grand Island Public Safety Apprentice program is intended to provide a comprehensive and unique exposure to all aspects and functions of the Grand Island Police Department through a paid work apprenticeship program. This program will provide for extensive training and experience to various Police Department resources and divisions with the intent of creating qualified future sworn-police applicants. The Public Safety Apprentice program will also provide ancillary support for police functions which do not require the presence of a sworn law enforcement officer and that can be conducted safely in a civilian capacity.

An employee of this class will remain in apprentice status during the term of the employment under the class of Public Safety Apprentice.

Minimum age of 18.

United States citizen or the ability to obtain United States citizenship with the described terms of the Public Safety Apprentice position.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from higher level supervisory and management staff.

Exercises no supervision.

### **ESSENTIAL FUNCTIONS**

Display honest, trustworthy, and ethical behavior when dealing with internal and external customers.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Regular attendance that is punctual and dependable is required.

Perform non-sworn duties for the Police Department including but not limited to: station assignments, traffic control, enforcement of city code violations, field work, report writing, evidence processing, and administrative or clerical duties associated with department training and operations.

May conduct investigations and contact victims and witnesses which may involve private property and non-injury accident reporting, and non-exigent misdemeanor or infraction property complaints.

Maintain contact with citizens regarding potential law enforcement problems and preserve good relationships with the general public; take an active role in areas of public education relative to crime and crime prevention.

May assist in the performance of special investigative and crime prevention duties as required.

Assist in parking enforcement, impound duties, and transportation of department vehicles.

Access and relay information from department databases and resources in compliance with local, state, and federal laws and department policy and guidelines.

Testify and present evidence in court.

Participate in and assist in conducting special programs; assist with special assignments.

Assist in inventory and evaluation of investigations, equipment and materials.

Perform related duties as assigned.

### **QUALIFICATIONS**

#### Knowledge of:

Basic function of a public safety operation.

Basic police terminology

Principals and practice of customer service

Demonstrate problem solving abilities

The operation of standard equipment and facilities required in the performance of assigned tasks.

#### Ability to:

Meet the entrance requirements for the Nebraska Law Enforcement Training Center (NLETC).

Pass the Civil Service police exam.

Meet background qualifications for the position of Police Officer within three (3) years of start of service or three (3) Police Officer testing cycles after minimum age (21) and background qualifications for the position of Police Officer have been met; whichever term is first.

Use standard broadcasting procedures of a police radio system.

Understand and carry out oral and written instructions.

Communicate effectively, both orally and in writing.

Interest in future career as a certified law enforcement officer.

#### License or Certifications:

Employee must possess a valid driver's license and maintain insurability as determined by the City's insurance carrier.

Possession of, or ability to obtain, valid certification in cardio-pulmonary resuscitation.

Possession of, or ability to obtain, required certification from the Nebraska Law Enforcement Training Center.

### **EXPERIENCE AND TRAINING GUIDELINES**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Experience:**

No experience is required to become a Public Safety Apprentice. However, experience in a patrol assignment is necessary for an assignment to investigations.

#### **Training:**

Completion of twelfth grade or acquisition of a General Equivalency Diploma.

### **PHYSICAL REQUIREMENTS**

#### **Activities:**

Sitting	Occasional
Standing	Occasional
Walking	Occasional
Reaching (36 inches)	Occasional
Climbing Stairs	Occasional
Bending	Occasional
Squatting	Occasional
Kneeling	Occasional
Twist/Turn	Occasional
Simple Grasping	Frequent
Fine Manipulation	Frequent
Handling	Frequent

#### **Lifting**

75# Minimal  
50# Occasional

#### **Push/Pull**

50#

#### **Carry**

Right	50#
Left	50#

#### **Use of Feet**

Left	Frequent
Right	Frequent

#### **Foot Controls**

Frequent
Frequent

**FIRST ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND  
ISLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1597 SERVICE/CLERICAL BARGAINING UNIT**

This Addendum to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Service/Clerical/Finance Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Addendum applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2021 to September 30, 2024.

II.

**Article I is amended by adding the following:**

- B. EMPLOYEE CLASSIFICATIONS  
Public Safety Apprentice

III.

**Article XVI is amended by adding the following:**

- J. UNIFORM ALLOWANCE

The City shall provide for new Community Service Officer (CSO) and Public Safety Apprentice (PSA) employees covered under this contract upon hire, uniform items consisting of: two (2) long sleeved shirts; two (2) short sleeved shirts; two (2) pairs of pants; two (2) pairs of shorts; one (1) hat or visor; and one (1) coat.

The City shall provide a uniform allowance to be paid at the rate of Twenty-Five Dollars (\$25.00) per pay period per full-time employee. The City shall provide and replace to each CSO and PSA covered by this agreement equipment specific to the position.

III.

**Article XIII is amended by adding the following:**

- F. PAY PLAN - PUBLIC SAFETY APPRENTICE ONLY

April 12, 2022 through September 30, 2022. The following pay scale shall apply:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
HOURLY	17.5592	18.4276	19.3389	20.2953	21.299	22.3523	23.4577	24.6211
BIWEEKLY	1,404.74	1,474.21	1,547.11	1,623.62	1,703.92	1,788.18	1,876.62	1,969.69
MONTHLY	3,043.59	3,194.12	3,352.08	3,517.85	3,691.83	3,874.40	4,066.00	4,267.66
ANNUAL	36,523.24	38,329.46	40,224.86	42,214.12	44,301.92	46,492.68	48,792.12	51,211.94

Any other changes to the terms of the aforementioned Agreement will take the form of separate written Addenda agreed to by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

\_\_\_\_\_  
Date

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

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 1597

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Chad Holmes, Vice President



RESOLUTION 2022-105

WHEREAS, City of Grand Island employees have a right to organize for the purposes of collective bargaining pursuant to Neb. Rev. Stat. §48-837; and

WHEREAS, it is the recommendation of Administration of the City to voluntarily recognize the IBEW as the labor representative of the Public Safety Apprentice classification and amend the present contract the City has with the IBEW Service/Clerical/Finance bargaining unit to include the Public Safety Apprentice classification with the other positions covered under that contract; and

WHEREAS, the Grand Island City Council concurs with the recommendation of Administration as stated above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island voluntarily recognizes the International Brotherhood of Electrical Workers Local 1597 as the labor representative for the Public Safety Apprentice classification and the contract the City has with the IBEW Service/Clerical/Finance bargaining unit be amended to include Public Safety Apprentice with the list of other job classifications covered under that contract.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2022.

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

ATTEST:

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

Approved as to Form	☐ _____
April 7, 2022	☐ City Attorney



# City of Grand Island

Tuesday, April 12, 2022

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of March 23, 2022 through April 12, 2022**

*The Claims for the period of March 23, 2022 through April 12, 2022 for a total amount of \$6,626,533.59. A MOTION is in order.*

Staff Contact: Patrick Brown, Finance Director