



City of Grand Island

Tuesday, May 24, 2005

Council Session

Item G11

**#2005-156 - Approving Community Enhancement Program
Agreement for Senior Center Landscape Grant**

Staff Contact: Joni Kuzma

Council Agenda Memo

From: Joni Kuzma, Community Development

Council Meeting: May 24, 2005

Subject: Community Enhancement Program Agreement for Senior Center Landscape Project

Item #'s: G-11

Presenter(s): Joni Kuzma, Community Development Specialist

Background

In November 2004, the City of Grand Island submitted a grant application to the Nebraska Forest Service (Nebraska Statewide Arboretum) for a street side landscape project at the Senior Citizen Industries, Inc, 304 East 3rd Street. The Arboretum notified the City of a \$7,600 grant award for the project in January 2005.

Discussion

An agreement between the Nebraska Forest Service and the governing authority (the City) has been received for the landscape project and must be signed for the project to move forward.

Alternatives

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

1. Approve the agreement and authorize the Mayor to sign all related documents.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that the Council approve the agreement and authorize the Mayor to sign all related documents.

Sample Motion

Motion to approve the agreement and authorize the Mayor to sign all related documents.

Nebraska Community Enhancement Program Agreement May 2005

The University of Nebraska – Nebraska Forest Service (UNL-NFS) has entered into an agreement with the Nebraska Department of Roads for the administration of a portion of the federal funding provided through the Transportation Efficiency Act of the 21st Century. This legislation provides in part for cooperation with local governments to develop and implement landscaping projects that enhance the state's transportation corridors.

The University of Nebraska – Nebraska Forest Service and the **Community Development Division, City of Grand Island** agrees this project application complies with Local, State and Federal requirements for roadside design and safety. The UNL-NFS agrees to reimburse **Community Development Division, City of Grand Island** 80% of the actual eligible costs expended up to a maximum amount of **\$7,600.00** as requested on the approved project application.

The **Community Development Division, City of Grand Island** agrees to the following conditions for Senior Citizen's Center Streetside Landscaping project:

1. All of the information provided on the project application is correct.
2. The **Community Development Division, City of Grand Island** shall not proceed with the project until the final plans and documents are approved by the UNL-NFS and has received a written Notice-to-Proceed. The **Community Development Division, City of Grand Island** shall complete the project as planned unless otherwise amended and approved by the UNL-NFS. The UNL-NFS will verify the completed project and costs and when possible complete a project evaluation before making reimbursement. The evaluation will be for the work, materials and finished appearance and a copy furnished to the **Community Development Division, City of Grand Island**. The UNL-NFS will use the evaluation as part of the final closeout to determine the allowable reimbursement costs, etc.
3. Projects will be completed on public land owned by the state or local units of government.
4. Funds subject to reimbursement will only be used for plants (trees, shrubs, approved perennials and wildflowers), installation, site preparation, project design and other associated costs of necessary materials. Prospective bidders must be informed that: (a) all plant material shall comply with applicable State and Federal laws, including inspection certifications which shall reference the project and the plant material that the certification covers; (b) trees and shrubs shall be maintained for one year with any losses during that time replaced the following growing season; and (c) Davis-Bacon wage rates are required (See Exhibit A, Section (f)).
5. The **Community Development Division, City of Grand Island** shall insure the plantings conform to the specifications for the Nebraska Community Enhancement Program and the approved application and plans for the project, which by reference, are made a part of this agreement.
6. The **Community Development Division, City of Grand Island** shall provide perpetual maintenance for the project at its own expense. Failure to maintain the project in a reasonable condition as determined by the UNL-NFS will be cause for the UNL-NFS to seek reimbursement as provided for in Section 9.
7. The **Community Development Division, City of Grand Island** will designate a person to coordinate the project who will be called the Project Coordinator. The Project Coordinator will oversee all aspects of the project governed by this agreement. The Project Coordinator will insure that contract specifications are being met. If a contracting group fails to comply with contract specifications, the Project Coordinator will notify the UNL-NFS and then take appropriate action to correct the deficiency.

8. The **Community Development Division, City of Grand Island** understands that if the project isn't completed on time and/or to the satisfaction of the UNL-NFS as per the approved plans, the UNL-NFS can withhold the funds for this project. If the project deficiencies are not corrected within a reasonable time frame as set by the UNL-NFS, the UNL-NFS can withhold funds and request repayment of funds already paid to the **Community Development Division, City of Grand Island** as provided for in this agreement.
9. The **Community Development Division, City of Grand Island** shall reimburse the UNL-NFS for any overpayments discovered by the UNL-NFS or its authorized representative. If reimbursement to the UNL-NFS is required on this project because of overpayment and/or not being in compliance with the work and materials as agreed to in this agreement, and the **Community Development Division, City of Grand Island** does not make reimbursement to the UNL-NFS within 60 calendar days after being notified by the UNL-NFS, the UNL-NFS can start legal action or other recourses to recover those funds, if necessary.
10. A minimum of three bids will be solicited on projects that have been awarded over \$10,000.00 with the project awarded to the lowest **responsible** bidder. If unable to solicit more than one bidder, the **Community Development Division, City of Grand Island** shall document the reason as to why it couldn't obtain more bidders. Local ordinances will govern the bidding process. More than one vendor is allowed if necessary to obtain desired plant material.
11. The **Community Development Division, City of Grand Island** shall document project expenditures using itemized receipts or bills of sales, etc. to the UNL-NFS for review and reimbursement.
12. **Community Development Division, City of Grand Island** agrees to abide by the applicable local, state and federal laws and shall adhere to the items noted in this agreement and attached Exhibit A. The **Community Development Division, City of Grand Island** also agrees to inform all potential bidders and/or off-site contractors, suppliers, etc. that signing Exhibit B is a contract requirement.
13. Project to be completed by October 31, 2006

This instrument embodies the whole agreement of the **Community Development Division, City of Grand Island** and the UNL-NFS. There are no promises, conditions or obligations other than that contained herein; and this agreement supercedes all previous communications, representations or other agreements or contracts, either oral or written hereto.

Executed by:

Representative for Community Development Division, City of Grand Island

Date

David Mooter SK
David Mooter, Program Leader - Nebraska Forest Service

5-9-05
Date

RESOLUTION 2005-156

WHEREAS, the City of Grand Island received notification that they have been awarded \$7,600 in grant funds from the University of Nebraska – Nebraska Forest Service for a street side landscape project at the Senior Citizen Industries, Inc. at 304 East 3rd Street; and

WHEREAS, the City will be responsible for providing perpetual maintenance for the project; and

WHEREAS, a proposed agreement with the University of Nebraska – Nebraska Forest Service for such grant funding has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the receipt of \$7,600 in grant funds from the University of Nebraska – Nebraska Forest Service for a street side landscape project at the Senior Citizen Industries, Inc. at 304 East 3rd Street as set out in the agreement is hereby approved; and the Mayor is hereby authorized and directed to execute an agreement on behalf of the City of Grand Island for such project.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 24, 2005.

RaNae Edwards, City Clerk