
City of Grand Island



Tuesday, March 9, 2021 Council Session Agenda

City Council:

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

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM

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

Call to Order

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

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

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item C-1

Budget Review

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: March 9, 2021

Subject: Budget Review for FY2021

Presenter(s): Patrick Brown, Finance Director

Discussion

Year to date (YTD) Sales tax receipts for the General Fund for fiscal year 2021 is down 2.5% or \$148k as compared to FY2020. These receipts reflect the sales tax collections in the month of December. Sales activity were down slightly when compared to the same period in 2020-2021 however they were higher than 2018-2019 year. The City is still feeling the effects of COVID-19 has had on the economy.

YTD Property Tax revenue for FY2021 is 59.2% more than the same period last year. The large increase is due to a timing of receipts and will equal out in the following month. This revenue source is collected by Hall County and remitted to the City.

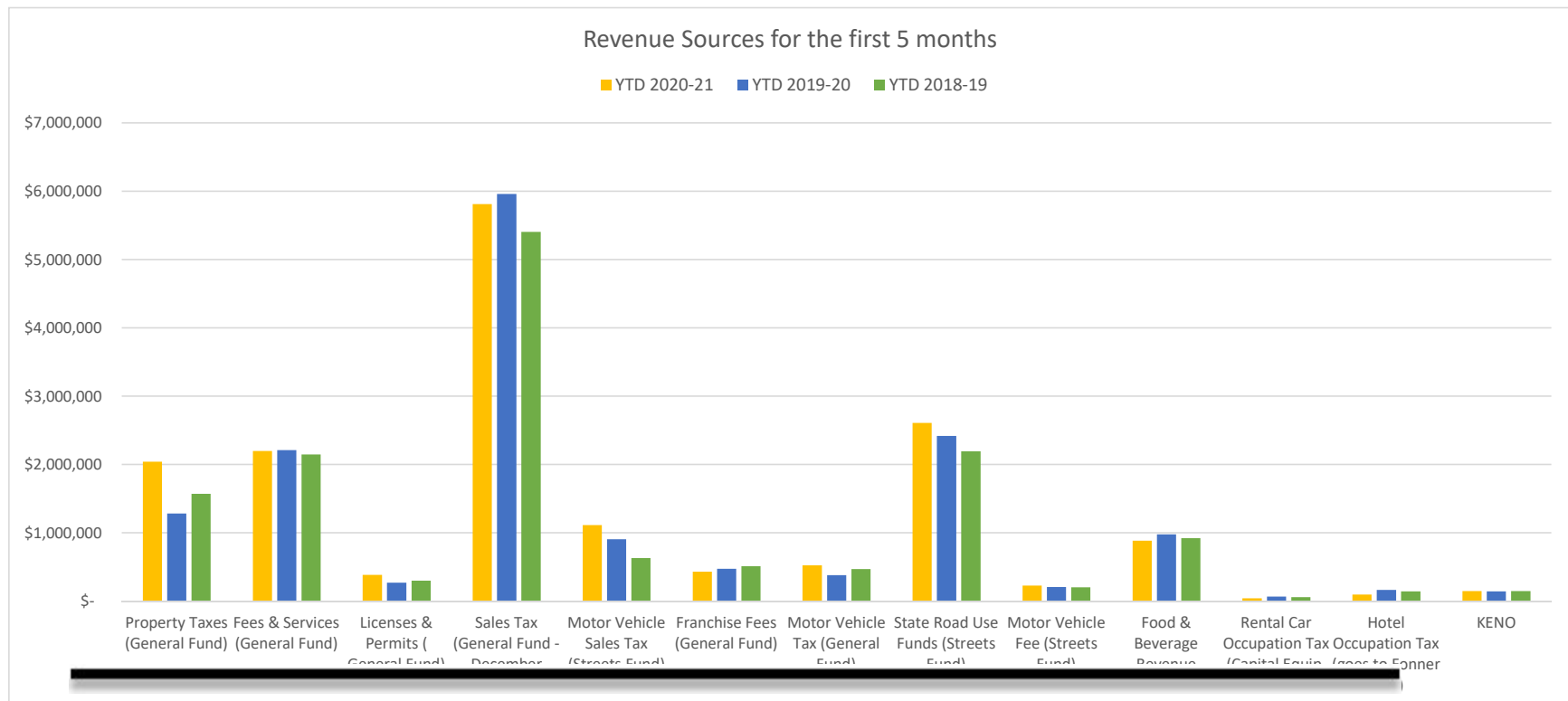
YTD Licenses & Permits receipts are up 43.6% over the same period last year. The increase is due to one large permit for Tabatha, Inc. for \$145k. If not for this permit, Licenses & Permits would be down 10.5% for the year. This revenue source is usually volatile but with the unpredictable costs of construction, it has become even more volatile.

Motor Vehicle Sales Tax revenue continues to be strong. Receipts are up 22.7% or \$206k for the fiscal year 2021. AutoNation, the largest dealer group in the United States, indicated that “the demand for individual mobility has gone through the roof, and thinks this pandemic in place has shifted the American psyche in a long-term way.” There has been a shift in demand and it could last for the next three to five years.

I have also included a Revenue Less Expenses report for General Fund Departments. Behind that report you will find expense detail for each of the General Fund departments. The detailed expense reports for each department are for the five months ending February 28, 2021. The 2020-21 Final Budget column is a **prorated**. It is 5/12ths of the annual budget. Some departments as you know are seasonal and some overage's and underage's are due to timing of some revenues and expenses. I've also included a Draft Budget Calendar for review.

February 2021 Revenue Report

Revenue Source	February 2020-21	February 2019-20	February 2018-19	% Chg from last 2 yrs Avg	YTD 2020-21	YTD 2019-20	YTD 2018-19	% Chg from last 2 yrs Avg
Property Taxes (General Fund)	\$ 609,015	\$ -	\$ 513,608	137.2%	\$ 2,042,961	\$ 1,283,371	\$ 1,572,799	43.1%
Fees & Services (General Fund)	\$ 344,494	\$ 337,917	\$ 297,298	8.5%	\$ 2,199,170	\$ 2,212,802	\$ 2,148,249	0.9%
Licenses & Permits (General Fund)	\$ 8,917	\$ 15,693	\$ 27,540	-58.7%	\$ 384,961	\$ 267,992	\$ 297,631	36.1%
Sales Tax (General Fund - December Sales)	\$1,355,388	\$1,382,855	\$1,198,305	5.0%	\$ 5,815,602	\$ 5,964,101	\$ 5,406,713	2.3%
Sales Tax (2004 Sales Tax for projects only)	\$ 271,078	\$ 276,571	\$ 239,719	5.0%	\$ 1,163,120	\$ 1,192,820	\$ 1,081,602	2.3%
Sales Tax (2018 Sales Tax for projects only)	\$ 542,155	\$ 553,142	\$ -	96.0%	\$ 2,326,241	\$ 2,385,640	\$ -	95.0%
Motor Vehicle Sales Tax (Streets Fund)	\$ 174,519	\$ 165,056	\$ 107,462	28.1%	\$ 1,113,022	\$ 906,808	\$ 628,662	45.0%
Franchise Fees (General Fund)	\$ 196,431	\$ 209,681	\$ 222,119	-9.0%	\$ 430,433	\$ 472,168	\$ 512,451	-12.6%
Motor Vehicle Tax (General Fund)	\$ 113,638	\$ -	\$ 108,969	108.6%	\$ 525,568	\$ 380,031	\$ 468,815	23.8%
State Road Use Funds (Streets Fund)	\$ 450,867	\$ 435,671	\$ 404,463	7.3%	\$ 2,608,189	\$ 2,418,627	\$ 2,196,250	13.0%
Motor Vehicle Fee (Streets Fund)	\$ -	\$ -	\$ -		\$ 227,353	\$ 205,376	\$ 200,233	
Other Intergovernmental (Streets Fund)	\$ 266	\$ -	\$ 65,148	-99.2%	\$ 194,733	\$ -	\$ 65,148	497.8%
Food & Beverage Revenue (January Sales)	\$ 126,415	\$ 178,169	\$ 156,551	-24.5%	\$ 886,047	\$ 977,423	\$ 922,845	-6.7%
Rental Car Occupation Tax (Capital Equip. Fund - Streets)	\$ 6,813	\$ 11,337	\$ 5,146	-17.3%	\$ 41,306	\$ 66,907	\$ 58,723	-34.2%
Hotel Occupation Tax (goes to Fonner Park)	\$ 6,301	\$ 18,911	\$ 16,868	-64.8%	\$ 98,074	\$ 165,020	\$ 144,248	-36.6%
KENO	\$ 34,477	\$ 33,753	\$ 36,146	-1.4%	\$ 147,216	\$ 144,433	\$ 145,519	1.5%



City of Grand Island
General Fund - Revenues less Expenses
For the 5 month period ending February 29, 2021

	Administration			City Clerk			Bldg Inspection		
	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg
Revenues	\$ -	\$ -		\$ 17,965	\$ 14,189	26.6%	\$ 412,866	\$ 297,435	38.8%
Expenses:									
Personnel Services	\$ 87,109	\$ 96,805	-10.0%	\$ 86,193	\$ 59,292	45.4%	\$ 365,458	\$ 300,465	21.6%
Operating Expenses	\$ 6,198	\$ 4,252	45.8%	\$ 11,739	\$ 7,745	51.6%	\$ 13,142	\$ 13,387	-1.8%
Revenues less Expenses	\$ (93,307)	\$ (101,057)	-7.7%	\$ (79,967)	\$ (52,848)	51.3%	\$ 34,266	\$ (16,417)	-308.7%

	Finance			Human Resource			Library		
	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg
Revenues	\$ 695,933	\$ 696,742		\$ -	\$ -	#DIV/0!	\$ 49,475	\$ 27,421	80.4%
Expenses:									
Personnel Services	\$ 866,525	\$ 826,993	4.8%	\$ 189,757	\$ 178,066	6.6%	\$ 479,637	\$ 566,896	-15.4%
Operating Expenses	\$ 49,170	\$ 55,178	-10.9%	\$ 6,172	\$ 5,359	15.2%	\$ 174,285	\$ 201,703	-13.6%
Revenues less Expenses	\$ (219,762)	\$ (185,429)	18.5%	\$ (195,929)	\$ (183,425)	6.8%	\$ (604,447)	\$ (741,178)	-18.4%

	Ambulance			Parks & Recreation			Heartland Shoot Park		
	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg
Revenues	\$ 652,578	\$ 661,386		\$ 234,627	\$ 370,057	-36.6%	\$ 67,415	\$ 206,697	-67.4%
Expenses:									
Personnel Services	\$ 544,158	\$ 430,823	26.3%	\$ 1,046,673	\$ 975,391	7.3%	\$ 122,290	\$ 102,016	19.9%
Operating Expenses	\$ 183,075	\$ 112,887	62.2%	\$ 354,000	\$ 338,878	4.5%	\$ 32,322	\$ 66,171	-51.2%
Revenues less Expenses	\$ (74,655)	\$ 117,676	-163.4%	\$ (1,166,046)	\$ (944,212)	23.5%	\$ (87,197)	\$ 38,510	-326.4%

City of Grand Island
General Fund - Revenues less Expenses
For the 5 month period ending February 29, 2021

	City Hall			Legislative			Legal		
	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg
Revenues	\$ -	\$ 235	-100.0%	\$ -	\$ -		\$ 371	\$ 627	-40.8%
Expenses:									
Personnel Services	\$ 54,231	\$ 53,635	1.1%	\$ 41,813	\$ 40,764	2.6%	\$ 84,147	\$ 82,845	1.6%
Operating Expenses	\$ 46,953	\$ 72,629	-35.4%	\$ 1,530	\$ 836	83.0%	\$ 6,919	\$ 8,362	-17.3%
Revenues less Expenses	\$ (101,184)	\$ (126,029)	-19.7%	\$ (43,343)	\$ (41,600)	4.2%	\$ (90,695)	\$ (90,580)	0.1%

	Emergency Management			Police			Fire		
	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg
Revenues	\$ 698,758	\$ 420,154	66.3%	\$ 527,565	\$ 462,889	14.0%	\$ 91,804	\$ 82,916	10.7%
Expenses:									
Personnel Services	\$ 579,326	\$ 550,438	5.2%	\$ 4,481,650	\$ 4,124,824	8.7%	\$ 2,708,280	\$ 2,624,313	3.2%
Operating Expenses	\$ 108,386	\$ 101,454	6.8%	\$ 427,973	\$ 447,553	-4.4%	\$ 139,192	\$ 124,463	11.8%
Revenues less Expenses	\$ 11,046	\$ (231,738)	-104.8%	\$ (4,382,058)	\$ (4,109,488)	6.6%	\$ (2,755,668)	\$ (2,665,860)	3.4%

	Planning			Non-Departmental			Total less CARES Act		
	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg	YTD 2021	YTD 2020	% Chg
Revenues	\$ 57,909	\$ 71,084	-18.5%	\$ 13,369,638	\$ 9,830,416	36.0%	\$ 14,656,583	\$ 14,336,921	2.2%
Expenses:									
Personnel Services	\$ 132,320	\$ 127,534	3.8%	\$ -	\$ -	#DIV/0!	\$ 12,288,477	\$ 11,523,648	6.6%
Operating Expenses	\$ 9,826	\$ 9,998	-1.7%	\$ 1,198,454	\$ 992,457	20.8%	\$ 2,901,241	\$ 2,719,353	6.7%
Revenues less Expenses	\$ (84,237)	\$ (66,448)	26.8%	\$ 12,171,184	\$ 8,837,959	37.7%	\$ (533,135)	\$ 93,920	-667.6%

Funds Filter
 Departments Filter

GENERAL FUND
 ADMINISTRATION

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 81,034	\$ 72,394	\$ 72,610	\$ (216)	-0.3%
(85115) F.I.C.A. PAYROLL TAXES	\$ 5,251	\$ 3,913	\$ 5,555	\$ (1,641)	-29.6%
(85120) HEALTH INSURANCE	\$ 4,735	\$ 5,384	\$ 6,498	\$ (1,114)	-17.1%
(85125) LIFE INSURANCE	\$ 72	\$ 42	\$ 42	\$ 1	1.9%
(85130) DISABILITY INSURANCE	\$ 192	\$ 197	\$ 218	\$ (20)	-9.4%
(85145) PENSION CONTRIBUTION	\$ 4,862	\$ 4,642	\$ 4,720	\$ (77)	-1.6%
(85150) WORKERS COMPENSATION	\$ -	\$ 54	\$ 44	\$ 11	24.5%
(85160) OTHER EMPLOYEE BENEFITS	\$ 136	\$ 151	\$ -	\$ 151	
(85161) HRA-VEBA	\$ 523	\$ 330	\$ 325	\$ 5	1.5%
TOTAL PERSONNEL SERVICES	\$ 96,805	\$ 87,107	\$ 90,012	\$ (2,905)	-3.2%
(85213) CONTRACT SERVICES	\$ -	\$ -	\$ 1,042	\$ (1,042)	-100.0%
(85245) PRINTING & BINDING SERVICES	\$ 68	\$ -	\$ 125	\$ (125)	-100.0%
OTHER PROFESSIONAL & TECH SERV	\$ -	\$ -	\$ -	\$ -	0.0%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 208	\$ (208)	-100.0%
(85422) DUES & SUBSCRIPTIONS	\$ 4,000	\$ 5,363	\$ 25,000	\$ (19,637)	-78.6%
(85428) TRAVEL & TRAINING	\$ 40	\$ 505	\$ 1,042	\$ (537)	-51.5%
(85454) ECONOMIC DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	0.0%
OTHER EXPENDITURES	\$ 40	\$ 84	\$ 125	\$ (41)	-33.1%
(85505) OFFICE SUPPLIES	\$ 104	\$ 247	\$ 125	\$ 122	97.4%
TOTAL OPERATING EXPENSES	\$ 4,252	\$ 6,199	\$ 27,667	\$ (21,468)	-77.6%
TOTAL EXPENSES	\$ 101,057	\$ 93,306	\$ 117,679	\$ (24,373)	-20.7%

Funds Filter
 Departments Filter

GENERAL FUND

CITY CLERK

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 46,272	\$ 65,492	\$ 63,500	\$ 1,991	3.14%
(85110) SALARIES - OVERTIME	\$ -	\$ 17	\$ 417	\$ (400)	-95.96%
(85115) F.I.C.A. PAYROLL TAXES	\$ 3,156	\$ 4,552	\$ 4,858	\$ (306)	-6.29%
(85120) HEALTH INSURANCE	\$ 6,498	\$ 10,993	\$ 15,813	\$ (4,820)	-30.48%
(85125) LIFE INSURANCE	\$ 51	\$ 84	\$ 83	\$ 1	0.81%
(85130) DISABILITY INSURANCE	\$ 118	\$ 179	\$ 191	\$ (12)	-6.25%
(85145) PENSION CONTRIBUTION	\$ 2,776	\$ 4,200	\$ 4,128	\$ 72	1.75%
(85150) WORKERS COMPENSATION	\$ -	\$ 17	\$ 50	\$ (33)	-65.56%
(85161) HRA-VEBA	\$ 420	\$ 660	\$ 650	\$ 10	1.54%
TOTAL PERSONNEL SERVICES	\$ 59,291	\$ 86,194	\$ 89,690	\$ (3,496)	-3.90%
(85212) ELECTION COSTS	\$ -	\$ 2,473	\$ 8,333	\$ (5,860)	-70.32%
(85245) PRINTING & BINDING SERVICES	\$ 35	\$ 70	\$ 63	\$ 8	12.00%
(85419) LEGAL NOTICES	\$ 3,957	\$ 4,171	\$ 6,250	\$ (2,079)	-33.27%
(85422) DUES & SUBSCRIPTIONS	\$ 430	\$ 420	\$ 179	\$ 241	134.42%
(85424) LICENSE & FEES	\$ 572	\$ 774	\$ 625	\$ 149	23.84%
(85428) TRAVEL & TRAINING	\$ 1,019	\$ 743	\$ 625	\$ 118	18.88%
(85505) OFFICE SUPPLIES	\$ 1,733	\$ 3,088	\$ 1,250	\$ 1,838	147.06%
TOTAL OPERATING EXPENSES	\$ 7,746	\$ 11,739	\$ 17,325	\$ (5,586)	-32.24%
TOTAL EXPENSES	\$ 67,037	\$ 97,933	\$ 107,015	\$ (9,082)	-8.49%

Funds Filter

GENERAL FUND

Departments Filter

BUILDING INSPECTION

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 236,470	\$ 282,567	\$ 278,347	\$ 4,219	1.52%
(85110) SALARIES - OVERTIME	\$ 2,697	\$ 1,517	\$ 3,333	\$ (1,817)	-54.50%
(85115) F.I.C.A. PAYROLL TAXES	\$ 16,822	\$ 19,962	\$ 21,294	\$ (1,332)	-6.25%
(85120) HEALTH INSURANCE	\$ 27,167	\$ 37,885	\$ 49,293	\$ (11,407)	-23.14%
(85125) LIFE INSURANCE	\$ 370	\$ 386	\$ 379	\$ 7	1.88%
(85130) DISABILITY INSURANCE	\$ 562	\$ 762	\$ 818	\$ (56)	-6.82%
(85145) PENSION CONTRIBUTION	\$ 14,184	\$ 17,078	\$ 16,585	\$ 493	2.98%
(85150) WORKERS COMPENSATION	\$ -	\$ 3,007	\$ 2,058	\$ 949	46.11%
(85160) OTHER EMPLOYEE BENEFITS	\$ 181	\$ 181	\$ -	\$ 181	
(85161) HRA-VEBA	\$ 2,012	\$ 2,111	\$ 2,080	\$ 31	1.50%
TOTAL PERSONNEL SERVICES	\$ 300,465	\$ 365,456	\$ 374,187	\$ (8,731)	-2.33%
(85213) CONTRACT SERVICES	\$ 660	\$ 630	\$ 10,417	\$ (9,787)	-93.95%
(85241) COMPUTER SERVICES	\$ 5,773	\$ 5,773	\$ 2,500	\$ 3,273	130.92%
(85245) PRINTING & BINDING SERVICES	\$ 1,854	\$ 299	\$ 833	\$ (535)	-64.18%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ 620	\$ 417	\$ 203	48.80%
(85335) REPAIR & MAINT - VEHICLES	\$ 2,582	\$ 2,374	\$ 4,167	\$ (1,793)	-43.03%
(85422) DUES & SUBSCRIPTIONS	\$ -	\$ 585	\$ 1,250	\$ (665)	-53.16%
(85428) TRAVEL & TRAINING	\$ 210	\$ 612	\$ 833	\$ (221)	-26.56%
OTHER EXPENDITURES	\$ 1,938	\$ 1,447	\$ 1,875	\$ (428)	-22.83%
(85505) OFFICE SUPPLIES	\$ 369	\$ 332	\$ 1,667	\$ (1,335)	-80.09%
(85540) SMALL TOOLS & PARTS	\$ -	\$ 472	\$ 625	\$ (153)	-24.42%
TOTAL OPERATING EXPENSES	\$ 13,386	\$ 13,144	\$ 24,584	\$ (11,440)	-46.53%
TOTAL EXPENSES	\$ 313,851	\$ 378,600	\$ 398,771	\$ (20,171)	-5.06%

Funds Filter

Departments Filter

GENERAL FUND

CITY HALL

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 44,832	\$ 37,191	\$ 46,310	\$ (9,119)	-19.69%
(85110) SALARIES - OVERTIME	\$ 103	\$ 3,029	\$ 833	\$ 2,195	263.46%
(85115) F.I.C.A. PAYROLL TAXES	\$ 3,289	\$ 2,749	\$ 3,543	\$ (794)	-22.40%
(85120) HEALTH INSURANCE	\$ 2,031	\$ 8,101	\$ 3,432	\$ 4,668	136.02%
(85125) LIFE INSURANCE	\$ 80	\$ 55	\$ 83	\$ (28)	-34.02%
(85130) DISABILITY INSURANCE	\$ 111	\$ 77	\$ 139	\$ (62)	-44.32%
(85145) PENSION CONTRIBUTION	\$ 2,696	\$ 2,413	\$ 2,779	\$ (365)	-13.15%
(85150) WORKERS COMPENSATION	\$ -	\$ 250	\$ 709	\$ (458)	-64.71%
(85160) OTHER EMPLOYEE BENEFITS	\$ 54	\$ 65	\$ -	\$ 65	
(85161) HRA-VEBA	\$ 439	\$ 300	\$ 433	\$ (133)	-30.77%
TOTAL PERSONNEL SERVICES	\$ 53,635	\$ 54,230	\$ 58,261	\$ (4,031)	-6.92%
(85305) UTILITY SERVICES	\$ 28,733	\$ 27,586	\$ 33,333	\$ (5,747)	-17.24%
(85317) NATURAL GAS	\$ 3,768	\$ 2,092	\$ 5,417	\$ (3,324)	-61.37%
(85319) REPAIR & MAIN-LAND IMP/IRRIGAT	\$ 2,642	\$ 7,534	\$ 8,333	\$ (799)	-9.59%
(85324) REPAIR & MAINT - BUILDING	\$ 25,572	\$ 1,405	\$ 29,167	\$ (27,761)	-95.18%
REPAIR & MAINT - MACH & EQUIP	\$ 6,764	\$ 3,745	\$ 8,333	\$ (4,588)	-55.05%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ 82	\$ 208	\$ (126)	-60.66%
(85335) REPAIR & MAINT - VEHICLES	\$ 416	\$ 1,157	\$ 2,083	\$ (926)	-44.46%
(85350) SANITATION SERVICE	\$ 228	\$ 199	\$ 417	\$ (217)	-52.14%
(85428) TRAVEL & TRAINING	\$ -	\$ -	\$ 63	\$ (63)	-100.00%
OTHER EXPENDITURES	\$ -	\$ -	\$ 83	\$ (83)	-100.00%
(85505) OFFICE SUPPLIES	\$ 485	\$ -	\$ 125	\$ (125)	-100.00%
(85510) CLEANING SUPPLIES	\$ 2,685	\$ 2,929	\$ 3,333	\$ (404)	-12.12%
(85540) SMALL TOOLS & PARTS	\$ 648	\$ 87	\$ 4,167	\$ (4,080)	-97.91%
(85590) SUPPLIES	\$ 688	\$ 135	\$ 1,250	\$ (1,115)	-89.24%
TOTAL OPERATING EXPENSES	\$ 72,629	\$ 46,951	\$ 96,312	\$ (49,361)	-51.25%
TOTAL EXPENSES	\$ 126,264	\$ 101,181	\$ 154,573	\$ (53,392)	-34.54%

Funds Filter

GENERAL FUND

Departments Filter

LEGISLATIVE

	5 mos ending 2019-20 Actual	5 mos ending 21 Actual	2020- 21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 37,867	\$ 38,842	\$	\$ 39,167	\$ (325)	-0.83%
(85115) F.I.C.A. PAYROLL TAXES	\$ 2,897	\$ 2,972	\$	\$ 2,996	\$ (25)	-0.82%
TOTAL PERSONNEL SERVICES	\$ 40,764	\$ 41,814	\$	\$ 42,163	\$ (349)	-0.83%
(85245) PRINTING & BINDING SERVICES	\$ 787	\$ 1,290	\$	\$ 854	\$ 436	51.02%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$	\$ 208	\$ (208)	-100.00%
(85419) LEGAL NOTICES	\$ 26	\$ -	\$	\$ -	\$ -	0.00%
(85428) TRAVEL & TRAINING	\$ -	\$ -	\$	\$ 2,292	\$ (2,292)	-100.00%
OTHER EXPENDITURES	\$ 24	\$ 240	\$	\$ 1,437	\$ (1,197)	-83.30%
(85505) OFFICE SUPPLIES	\$ -	\$ -	\$	\$ 273	\$ (273)	-100.00%
TOTAL OPERATING EXPENSES	\$ 837	\$ 1,530	\$	\$ 5,064	\$ (3,534)	-69.79%
TOTAL EXPENSES	\$ 41,601	\$ 43,344	\$	\$ 47,227	\$ (3,883)	-8.22%

Funds Filter

GENERAL FUND

Departments Filter

LEGAL

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 64,446	\$ 66,575	\$ 125,712	\$ (59,137)	-47.04%
(85110) SALARIES - OVERTIME	\$ -	\$ 7	\$ -	\$ 7	
(85115) F.I.C.A. PAYROLL TAXES	\$ 4,362	\$ 4,659	\$ 9,617	\$ (4,957)	-51.55%
(85120) HEALTH INSURANCE	\$ 9,174	\$ 7,537	\$ 12,641	\$ (5,104)	-40.38%
(85125) LIFE INSURANCE	\$ 81	\$ 85	\$ 125	\$ (40)	-32.08%
(85130) DISABILITY INSURANCE	\$ 159	\$ 181	\$ 377	\$ (196)	-51.88%
(85145) PENSION CONTRIBUTION	\$ 3,867	\$ 4,269	\$ 8,171	\$ (3,902)	-47.75%
(85150) WORKERS COMPENSATION	\$ -	\$ 62	\$ 129	\$ (67)	-52.12%
(85160) OTHER EMPLOYEE BENEFITS	\$ 109	\$ 113	\$ -	\$ 113	
(85161) HRA-VEBA	\$ 647	\$ 660	\$ 975	\$ (315)	-32.31%
TOTAL PERSONNEL SERVICES	\$ 82,845	\$ 84,148	\$ 157,747	\$ (73,599)	-46.66%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 417	\$ (417)	-100.00%
(85422) DUES & SUBSCRIPTIONS	\$ 4,230	\$ 378	\$ 4,167	\$ (3,789)	-90.93%
(85425) BOOKS	\$ 750	\$ 3,635	\$ -	\$ 3,635	
(85428) TRAVEL & TRAINING	\$ 1,894	\$ 915	\$ 2,083	\$ (1,168)	-56.08%
(85460) COURT COST	\$ 1,123	\$ 869	\$ 2,083	\$ (1,214)	-58.28%
OTHER EXPENDITURES	\$ 34	\$ 621	\$ 521	\$ 100	19.24%
(85505) OFFICE SUPPLIES	\$ 330	\$ 500	\$ 417	\$ 84	20.05%
TOTAL OPERATING EXPENSES	\$ 8,361	\$ 6,918	\$ 9,688	\$ (2,770)	-28.59%
TOTAL EXPENSES	\$ 91,206	\$ 91,066	\$ 167,435	\$ (76,369)	-45.61%

Funds Filter
 Departments Filter

GENERAL FUND

FINANCE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 622,214	\$ 652,737	\$ 668,431	\$ (15,694)	-2.35%
(85110) SALARIES - OVERTIME	\$ 2,077	\$ 4,460	\$ 2,083	\$ 2,377	114.08%
(85115) F.I.C.A. PAYROLL TAXES	\$ 43,147	\$ 45,671	\$ 51,135	\$ (5,464)	-10.68%
(85120) HEALTH INSURANCE	\$ 94,469	\$ 107,062	\$ 128,522	\$ (21,459)	-16.70%
(85125) LIFE INSURANCE	\$ 1,052	\$ 1,091	\$ 1,083	\$ 8	0.73%
(85130) DISABILITY INSURANCE	\$ 1,471	\$ 1,764	\$ 1,940	\$ (175)	-9.04%
(85145) PENSION CONTRIBUTION	\$ 39,337	\$ 41,901	\$ 41,748	\$ 153	0.37%
(85150) WORKERS COMPENSATION	\$ -	\$ 4,681	\$ 1,779	\$ 2,902	163.12%
(85160) OTHER EMPLOYEE BENEFITS	\$ 580	\$ 557	\$ -	\$ 557	
(85161) HRA-VEBA	\$ 22,647	\$ 6,600	\$ 6,500	\$ 100	1.54%
TOTAL PERSONNEL SERVICES	\$ 826,994	\$ 866,524	\$ 903,221	\$ (36,697)	-4.06%
(85201) AUDITING & ACCOUNTING	\$ 24,500	\$ 34,550	\$ 14,792	\$ 19,758	133.58%
(85213) CONTRACT SERVICES	\$ 22,602	\$ 7,354	\$ 4,167	\$ 3,187	76.50%
(85241) COMPUTER SERVICES	\$ -	\$ -	\$ -	\$ -	0.00%
(85245) PRINTING & BINDING SERVICES	\$ 116	\$ -	\$ 417	\$ (417)	-100.00%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 625	\$ (625)	-100.00%
(85419) LEGAL NOTICES	\$ 870	\$ 457	\$ 417	\$ 40	9.67%
(85422) DUES & SUBSCRIPTIONS	\$ 150	\$ 355	\$ 625	\$ (270)	-43.20%
(85428) TRAVEL & TRAINING	\$ 2,738	\$ 2,013	\$ 4,167	\$ (2,154)	-51.70%
OTHER EXPENDITURES	\$ 100	\$ 835	\$ 1,250	\$ (415)	-33.21%
(85505) OFFICE SUPPLIES	\$ 3,667	\$ 3,138	\$ 4,583	\$ (1,445)	-31.53%
(85540) SMALL TOOLS & PARTS	\$ 436	\$ 468	\$ 833	\$ (365)	-43.78%
TOTAL OPERATING EXPENSES	\$ 55,179	\$ 49,170	\$ 31,876	\$ 17,294	54.25%
TOTAL EXPENSES	\$ 882,173	\$ 915,694	\$ 935,097	\$ (19,403)	-2.07%

Funds Filter

GENERAL FUND

Departments Filter

HUMAN RESOURCES

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 145,068	\$ 152,065	\$ 150,749	\$ 1,316	0.87%
(85110) SALARIES - OVERTIME	\$ 323	\$ 494	\$ 1,250	\$ (756)	-60.49%
(85115) F.I.C.A. PAYROLL TAXES	\$ 10,510	\$ 11,045	\$ 11,532	\$ (488)	-4.23%
(85120) HEALTH INSURANCE	\$ 11,452	\$ 14,265	\$ 15,770	\$ (1,505)	-9.55%
(85125) LIFE INSURANCE	\$ 165	\$ 165	\$ 167	\$ (1)	-0.79%
(85130) DISABILITY INSURANCE	\$ 360	\$ 414	\$ 452	\$ (38)	-8.36%
(85145) PENSION CONTRIBUTION	\$ 8,723	\$ 9,782	\$ 9,799	\$ (17)	-0.17%
(85150) WORKERS COMPENSATION	\$ -	\$ 62	\$ 90	\$ (28)	-31.13%
(85160) OTHER EMPLOYEE BENEFITS	\$ 145	\$ 145	\$ -	\$ 145	
(85161) HRA-VEBA	\$ 1,320	\$ 1,320	\$ 1,300	\$ 20	1.54%
TOTAL PERSONNEL SERVICES	\$ 178,066	\$ 189,757	\$ 191,109	\$ (1,352)	-0.71%
CONSULTING SERVICES	\$ -	\$ -	\$ 10,417	\$ (10,417)	-100.00%
(85213) CONTRACT SERVICES	\$ 2,322	\$ 2,135	\$ 22,917	\$ (20,781)	-90.68%
(85241) COMPUTER SERVICES	\$ -	\$ -	\$ 6,250	\$ (6,250)	-100.00%
OTHER PROFESSIONAL & TECH SERV	\$ -	\$ 433	\$ 313	\$ 120	38.40%
(85416) ADVERTISING	\$ 2,198	\$ 2,816	\$ 8,750	\$ (5,934)	-67.82%
(85419) LEGAL NOTICES	\$ 365	\$ 124	\$ 354	\$ (230)	-64.98%
(85422) DUES & SUBSCRIPTIONS	\$ 35	\$ -	\$ 833	\$ (833)	-100.00%
(85428) TRAVEL & TRAINING	\$ 87	\$ 526	\$ 3,333	\$ (2,807)	-84.22%
(85505) OFFICE SUPPLIES	\$ 351	\$ 138	\$ 1,458	\$ (1,320)	-90.52%
(85540) SMALL TOOLS & PARTS	\$ -	\$ -	\$ 1,667	\$ (1,667)	-100.00%
TOTAL OPERATING EXPENSES	\$ 5,358	\$ 6,172	\$ 56,292	\$ (50,120)	-89.04%
TOTAL EXPENSES	\$ 183,424	\$ 195,929	\$ 247,401	\$ (51,472)	-20.81%

Funds Filter

GENERAL FUND

Departments Filter

LIBRARY

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 457,209	\$ 367,179	\$ 415,330	\$ (48,151)	-11.59%
(85110) SALARIES - OVERTIME	\$ 193	\$ 155	\$ 417	\$ (262)	-62.80%
(85115) F.I.C.A. PAYROLL TAXES	\$ 32,505	\$ 25,770	\$ 31,773	\$ (6,002)	-18.89%
(85120) HEALTH INSURANCE	\$ 48,856	\$ 58,006	\$ 77,339	\$ (19,333)	-25.00%
(85125) LIFE INSURANCE	\$ 630	\$ 592	\$ 667	\$ (74)	-11.16%
(85130) DISABILITY INSURANCE	\$ 865	\$ 910	\$ 1,156	\$ (246)	-21.31%
(85145) PENSION CONTRIBUTION	\$ 21,370	\$ 21,518	\$ 24,911	\$ (3,393)	-13.62%
(85150) WORKERS COMPENSATION	\$ -	\$ 381	\$ 817	\$ (436)	-53.40%
(85160) OTHER EMPLOYEE BENEFITS	\$ 308	\$ 285	\$ -	\$ 285	
(85161) HRA-VEBA	\$ 4,960	\$ 4,840	\$ 5,092	\$ (252)	-4.94%
TOTAL PERSONNEL SERVICES	\$ 566,896	\$ 479,636	\$ 557,502	\$ (77,866)	-13.97%
(85213) CONTRACT SERVICES	\$ 9,200	\$ 8,385	\$ 4,167	\$ 4,218	101.24%
(85241) COMPUTER SERVICES	\$ 7,760	\$ 5,430	\$ 12,500	\$ (7,070)	-56.56%
(85245) PRINTING & BINDING SERVICES	\$ 788	\$ 1,098	\$ -	\$ 1,098	
(85305) UTILITY SERVICES	\$ 22,036	\$ 18,041	\$ 22,917	\$ (4,875)	-21.27%
(85317) NATURAL GAS	\$ 1,384	\$ 1,545	\$ 2,083	\$ (538)	-25.84%
(85319) REPAIR & MAIN-LAND IMP/IRRIGAT	\$ -	\$ -	\$ 417	\$ (417)	-100.00%
(85324) REPAIR & MAINT - BUILDING	\$ 22,259	\$ 7,428	\$ 8,333	\$ (906)	-10.87%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ 9,671	\$ 10,278	\$ 6,250	\$ 4,028	64.45%
(85335) REPAIR & MAINT - VEHICLES	\$ -	\$ -	\$ 200	\$ (200)	-100.00%
(85350) SANITATION SERVICE	\$ 178	\$ 236	\$ 313	\$ (76)	-24.38%
(85413) POSTAGE	\$ 2,364	\$ 1,776	\$ 2,500	\$ (724)	-28.97%
(85416) ADVERTISING	\$ 332	\$ 73	\$ 104	\$ (31)	-30.05%
(85422) DUES & SUBSCRIPTIONS	\$ 6,735	\$ 11,079	\$ 10,833	\$ 246	2.27%
(85425) BOOKS	\$ 33,594	\$ 36,989	\$ 39,583	\$ (2,595)	-6.56%
(85426) AV/ELECTRONIC MEDIA	\$ 51,204	\$ 51,810	\$ 45,292	\$ 6,518	14.39%
(85427) PERIODICALS	\$ 13,850	\$ 8,846	\$ 5,833	\$ 3,013	51.65%
(85428) TRAVEL & TRAINING	\$ 2,151	\$ 1,117	\$ 1,042	\$ 75	7.22%
(85453) CASH OVER & SHORT	\$ 18	\$ 10	\$ 42	\$ (32)	-76.53%
OTHER EXPENSES					34.58%

Funds Filter
 Departments Filter

GENERAL FUND

LIBRARY

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85505) OFFICE SUPPLIES	\$ 17,109	\$ 8,820	\$ 21,250	\$ (12,430)	-58.49%
(85510) CLEANING SUPPLIES	\$ 389	\$ 555	\$ 1,667	\$ (1,111)	-66.68%
(85515) GASOLINE	\$ 130	\$ 209	\$ 208	\$ 0	0.18%
(85540) SMALL TOOLS & PARTS	\$ -	\$ -	\$ 5,116	\$ (5,116)	-100.00%
TOTAL OPERATING EXPENSES	\$ 201,704	\$ 174,286	\$ 191,067	\$ (16,781)	-8.78%
TOTAL EXPENSES	\$ 768,600	\$ 653,922	\$ 748,569	\$ (94,647)	-12.64%

Funds Filter
Departments Filter

GENERAL FUND

EMERGENCY MANAGEMENT

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 416,993	\$ 428,489	\$ 444,761	\$ (16,272)	-3.66%
(85110) SALARIES - OVERTIME	\$ 20,509	\$ 21,783	\$ 14,875	\$ 6,908	46.44%
(85115) F.I.C.A. PAYROLL TAXES	\$ 31,771	\$ 32,781	\$ 34,024	\$ (1,244)	-3.66%
(85120) HEALTH INSURANCE	\$ 47,762	\$ 58,904	\$ 63,935	\$ (5,031)	-7.87%
(85125) LIFE INSURANCE	\$ 686	\$ 660	\$ 708	\$ (48)	-6.81%
(85130) DISABILITY INSURANCE	\$ 1,056	\$ 1,161	\$ 1,323	\$ (162)	-12.25%
(85145) PENSION CONTRIBUTION	\$ 26,986	\$ 28,446	\$ 27,453	\$ 993	3.62%
(85150) WORKERS COMPENSATION	\$ -	\$ 1,543	\$ 265	\$ 1,279	483.38%
(85160) OTHER EMPLOYEE BENEFITS	\$ 384	\$ 296	\$ -	\$ 296	
(85161) HRA-VEBA	\$ 4,290	\$ 5,264	\$ 4,333	\$ 931	21.48%
TOTAL PERSONNEL SERVICES	\$ 550,437	\$ 579,327	\$ 591,677	\$ (12,350)	-2.09%
(85213) CONTRACT SERVICES	\$ 6,492	\$ 3,566	\$ 7,083	\$ (3,518)	-49.66%
(85241) COMPUTER SERVICES	\$ 51,242	\$ 67,029	\$ 21,351	\$ 45,678	213.94%
(85245) PRINTING & BINDING SERVICES	\$ -	\$ -	\$ 83	\$ (83)	-100.00%
OTHER PROFESSIONAL & TECH SERV	\$ 1,628	\$ 1,509	\$ 1,667	\$ (158)	-9.46%
(85305) UTILITY SERVICES	\$ 19,956	\$ 21,148	\$ 18,750	\$ 2,398	12.79%
(85317) NATURAL GAS	\$ 582	\$ 526	\$ 625	\$ (99)	-15.87%
(85324) REPAIR & MAINT - BUILDING	\$ 5,925	\$ 6,966	\$ 7,083	\$ (117)	-1.65%
REPAIR & MAINT - MACH & EQUIP	\$ 4,319	\$ 309	\$ 3,208	\$ (2,899)	-90.37%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ 605	\$ -	\$ 417	\$ (417)	-100.00%
(85335) REPAIR & MAINT - VEHICLES	\$ 2,904	\$ 44	\$ 1,250	\$ (1,206)	-96.49%
(85350) SANITATION SERVICE	\$ -	\$ 131	\$ 150	\$ (19)	-12.93%
(85405) INSURANCE PREMIUMS	\$ -	\$ 2,300	\$ 958	\$ 1,342	140.00%
(85410) TELEPHONE EXPENSE	\$ 982	\$ 1,417	\$ 1,667	\$ (249)	-14.95%
(85413) POSTAGE	\$ 114	\$ 113	\$ 167	\$ (54)	-32.21%
(85416) ADVERTISING	\$ 57	\$ 37	\$ 46	\$ (8)	-18.44%
(85422) DUES & SUBSCRIPTIONS	\$ 604	\$ 394	\$ 292	\$ 102	35.07%
(85428) TRAVEL & TRAINING	\$ 804	\$ 395	\$ 833	\$ (438)	-52.58%
(85475) LOCAL EMERGENCY PLANNING COMM	\$ 79	\$ 308	\$ 1,875	\$ (1,567)	-83.57%
OTHER EXP					-100.00%

Funds Filter
 Departments Filter

GENERAL FUND

EMERGENCY MANAGEMENT

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85505) OFFICE SUPPLIES	\$ 2,119	\$ 1,028	\$ 958	\$ 70	7.27%
(85510) CLEANING SUPPLIES	\$ 689	\$ 1,020	\$ 833	\$ 186	22.34%
(85539) MISC OPERATING EQUIPMENT	\$ 1,058	\$ -	\$ 1,250	\$ (1,250)	-100.00%
(85544) PLANNING	\$ 1,294	\$ 94	\$ 833	\$ (739)	-88.72%
(85590) SUPPLIES	\$ -	\$ 52	\$ 83	\$ (32)	-38.01%
TOTAL OPERATING EXPENSES	\$ 101,453	\$ 108,386	\$ 71,587	\$ 36,799	51.40%
TOTAL EXPENSES	\$ 651,890	\$ 687,713	\$ 663,264	\$ 24,449	3.69%

Funds Filter
Departments Filter

GENERAL FUND

POLICE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 3,064,022	\$ 3,159,929	\$ 3,252,159	\$ (92,231)	-2.84%
(85110) SALARIES - OVERTIME	\$ 157,634	\$ 203,799	\$ 155,417	\$ 48,382	31.13%
(85115) F.I.C.A. PAYROLL TAXES	\$ 230,218	\$ 240,080	\$ 249,564	\$ (9,484)	-3.80%
(85120) HEALTH INSURANCE	\$ 390,246	\$ 456,817	\$ 550,811	\$ (93,994)	-17.06%
(85125) LIFE INSURANCE	\$ 4,153	\$ 4,154	\$ 4,318	\$ (164)	-3.79%
(85130) DISABILITY INSURANCE	\$ 7,430	\$ 8,363	\$ 9,443	\$ (1,080)	-11.44%
(85140) CLOTHING ALLOWANCE	\$ 28,089	\$ 28,099	\$ 22,750	\$ 5,349	23.51%
(85145) PENSION CONTRIBUTION	\$ 22,136	\$ 23,388	\$ 23,419	\$ (31)	-0.13%
(85146) POLICE PENSION	\$ 199,770	\$ 209,364	\$ 198,294	\$ 11,069	5.58%
(85150) WORKERS COMPENSATION	\$ -	\$ 106,195	\$ 167,244	\$ (61,049)	-36.50%
(85160) OTHER EMPLOYEE BENEFITS	\$ 1,696	\$ 1,761	\$ -	\$ 1,761	
(85161) HRA-VEBA	\$ 19,430	\$ 39,703	\$ 22,317	\$ 17,386	77.91%
TOTAL PERSONNEL SERVICES	\$ 4,124,824	\$ 4,481,652	\$ 4,655,736	\$ (174,084)	-3.74%
(85213) CONTRACT SERVICES	\$ 95,737	\$ 103,904	\$ 58,504	\$ 45,400	77.60%
(85229) OTHER OUTSIDE SERVICES	\$ 38,399	\$ 28,297	\$ 25,000	\$ 3,297	13.19%
OTHER PROFESSIONAL & TECH SERV	\$ 11,953	\$ 7,582	\$ 12,500	\$ (4,918)	-39.34%
(85305) UTILITY SERVICES	\$ 47,149	\$ 44,906	\$ 49,583	\$ (4,678)	-9.43%
(85317) NATURAL GAS	\$ 354	\$ 315	\$ 417	\$ (102)	-24.43%
(85324) REPAIR & MAINT - BUILDING	\$ 1,233	\$ 104	\$ 1,042	\$ (938)	-90.03%
REPAIR & MAINT - MACH & EQUIP	\$ 1,553	\$ 2,959	\$ 2,083	\$ 876	42.03%
(85335) REPAIR & MAINT - VEHICLES	\$ 53,998	\$ 63,665	\$ 47,917	\$ 15,748	32.87%
(85390) OTHER PROPERTY SERVICES	\$ 32,780	\$ 25,083	\$ 31,250	\$ (6,168)	-19.74%
(85405) INSURANCE PREMIUMS	\$ -	\$ 14,602	\$ 5,333	\$ 9,269	173.79%
(85412) CITY CONTRIBUTION	\$ 25,000	\$ -	\$ 10,417	\$ (10,417)	-100.00%
(85419) LEGAL NOTICES	\$ 169	\$ 268	\$ 167	\$ 101	60.61%
(85422) DUES & SUBSCRIPTIONS	\$ 8,457	\$ 883	\$ 7,333	\$ (6,450)	-87.96%
(85428) TRAVEL & TRAINING	\$ 15,106	\$ 13,824	\$ 20,833	\$ (7,009)	-33.64%
(85453) CASH OVER & SHORT	\$ 5	\$ (1)	\$ -	\$ (1)	
(85463) INVESTIGATIVE EXPENSE	\$ 12,809	\$ 10,702	\$ 12,500	\$ (1,798)	-14.38%
CRIM					-108.90%

Funds Filter
 Departments Filter

GENERAL FUND

POLICE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
OTHER EXPENDITURES	\$ 2,093	\$ 1,995	\$ 2,917	\$ (922)	-31.61%
(85505) OFFICE SUPPLIES	\$ 8,585	\$ 6,720	\$ 8,333	\$ (1,614)	-19.36%
(85506) OFFICE FORMS	\$ 975	\$ 1,064	\$ 1,250	\$ (186)	-14.89%
(85515) GASOLINE	\$ 50,294	\$ 40,570	\$ 62,500	\$ (21,930)	-35.09%
(85520) DIESEL FUEL	\$ 51	\$ 88	\$ 42	\$ 47	112.21%
(85540) SMALL TOOLS & PARTS	\$ 28,899	\$ 38,749	\$ 56,250	\$ (17,501)	-31.11%
(85545) WINTER GRAVEL & BLADES	\$ -	\$ -	\$ 833	\$ (833)	-100.00%
(85546) HOSE/VESTS/GRAVEL	\$ 3,320	\$ 9,290	\$ 4,583	\$ 4,707	102.69%
(85550) SAFETY MATERIALS	\$ 619	\$ 740	\$ 8,333	\$ (7,593)	-91.12%
(85590) SUPPLIES	\$ 8,017	\$ 11,702	\$ 6,250	\$ 5,452	87.23%
TOTAL OPERATING EXPENSES	\$ 447,555	\$ 427,974	\$ 436,587	\$ (8,613)	-1.97%
TOTAL EXPENSES	\$ 4,572,379	\$ 4,909,626	\$ 5,092,323	\$ (182,697)	-3.59%

Funds Filter
 Departments Filter
 Organization Filter

GENERAL FUND
 FIRE AND AMBULANCE SERVICES
FIRE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 1,931,830	\$ 1,869,281	\$ 1,892,949	\$ (23,668)	-1.25%
(85110) SALARIES - OVERTIME	\$ 127,116	\$ 143,004	\$ 72,392	\$ 70,611	97.54%
(85115) F.I.C.A. PAYROLL TAXES	\$ 29,408	\$ 28,779	\$ 42,990	\$ (14,210)	-33.06%
(85120) HEALTH INSURANCE	\$ 261,657	\$ 285,373	\$ 355,849	\$ (70,475)	-19.80%
(85125) LIFE INSURANCE	\$ 2,509	\$ 2,297	\$ 2,433	\$ (137)	-5.62%
(85130) DISABILITY INSURANCE	\$ 4,199	\$ 4,889	\$ 3,862	\$ 1,027	26.58%
(85140) CLOTHING ALLOWANCE	\$ 9,094	\$ 17,483	\$ 11,594	\$ 5,889	50.80%
(85145) PENSION CONTRIBUTION	\$ 3,986	\$ 3,557	\$ 3,954	\$ (396)	-10.03%
(85147) FIRE PENSION	\$ 225,963	\$ 227,654	\$ 226,957	\$ 697	0.31%
(85150) WORKERS COMPENSATION	\$ -	\$ 83,666	\$ 70,346	\$ 13,320	18.93%
(85160) OTHER EMPLOYEE BENEFITS	\$ 2,000	\$ 7,746	\$ -	\$ 7,746	
(85161) HRA-VEBA	\$ 26,553	\$ 34,551	\$ 20,730	\$ 13,821	66.67%
TOTAL PERSONNEL SERVICES	\$ 2,624,315	\$ 2,708,280	\$ 2,704,056	\$ 4,224	0.16%
(85205) MEDICAL DIRECTOR CONTRACTS	\$ -	\$ 11,500	\$ 4,792	\$ 6,708	140.00%
(85213) CONTRACT SERVICES	\$ -	\$ -	\$ 1,792	\$ (1,792)	-100.00%
(85220) AMBULANCE BILLING FEES	\$ -	\$ -	\$ -	\$ -	0.00%
(85241) COMPUTER SERVICES	\$ 10,742	\$ 16,522	\$ 10,000	\$ 6,522	65.22%
(85245) PRINTING & BINDING SERVICES	\$ 366	\$ 455	\$ 208	\$ 247	118.41%
(85291) PUBLIC EDUCATION MATERIALS	\$ 1,587	\$ 1,290	\$ 833	\$ 457	54.80%
(85305) UTILITY SERVICES	\$ 14,934	\$ 13,992	\$ 15,000	\$ (1,008)	-6.72%
(85317) NATURAL GAS	\$ 4,982	\$ 2,674	\$ 5,000	\$ (2,326)	-46.53%
(85324) REPAIR & MAINT - BUILDING	\$ 12,383	\$ 7,957	\$ 7,000	\$ 957	13.67%
REPAIR & MAINT - MACH & EQUIP	\$ 15,048	\$ 7,081	\$ 7,708	\$ (627)	-8.14%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 250	\$ (250)	-100.00%
(85335) REPAIR & MAINT - VEHICLES	\$ 28,717	\$ 28,860	\$ 26,875	\$ 1,985	7.39%
(85350) SANITATION SERVICE	\$ 343	\$ 195	\$ 325	\$ (130)	-40.02%
(85405) INSURANCE PREMIUMS	\$ -	\$ 14,790	\$ 6,250	\$ 8,540	136.64%
(85410) TELEPHONE EXPENSE	\$ 42	\$ 65	\$ 383	\$ (318)	-83.02%
(85413)					-4.65%

Funds Filter
 Departments Filter
 Organization Filter

GENERAL FUND
 FIRE AND AMBULANCE SERVICES
FIRE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85416) ADVERTISING	\$ 98	\$ 116	\$ 104	\$ 12	11.52%
(85422) DUES & SUBSCRIPTIONS	\$ 251	\$ 1,549	\$ 1,042	\$ 507	48.67%
(85425) BOOKS	\$ 151	\$ 1,799	\$ 625	\$ 1,174	187.83%
(85428) TRAVEL & TRAINING	\$ 2,920	\$ 3,230	\$ 7,344	\$ (4,114)	-56.02%
OTHER EXPENDITURES	\$ -	\$ 88	\$ 125	\$ (37)	-29.78%
(85505) OFFICE SUPPLIES	\$ 938	\$ 706	\$ 1,000	\$ (294)	-29.38%
(85510) CLEANING SUPPLIES	\$ 911	\$ 1,583	\$ 1,250	\$ 333	26.62%
(85515) GASOLINE	\$ 3,533	\$ 2,884	\$ 4,792	\$ (1,908)	-39.82%
(85520) DIESEL FUEL	\$ 14,619	\$ 6,636	\$ 10,833	\$ (4,197)	-38.74%
(85535) CHEMICAL SUPPLIES	\$ -	\$ -	\$ 833	\$ (833)	-100.00%
(85540) SMALL TOOLS & PARTS	\$ 7,236	\$ 14,569	\$ 12,500	\$ 2,069	16.55%
(85546) HOSE/VESTS/GRAVEL	\$ -	\$ 355	\$ 417	\$ (62)	-14.87%
(85548) PROTECTIVE VESTS/UNIFORMS	\$ 4,621	\$ -	\$ 9,375	\$ (9,375)	-100.00%
(85590) SUPPLIES	\$ -	\$ -	\$ 125	\$ (125)	-100.00%
(85591) OTHER GENERAL SUPPLIES	\$ -	\$ -	\$ 1,708	\$ (1,708)	-100.00%
TOTAL OPERATING EXPENSES	\$ 124,464	\$ 139,194	\$ 138,802	\$ 392	0.28%
TOTAL EXPENSES	\$ 2,748,779	\$ 2,847,474	\$ 2,842,858	\$ 4,616	0.16%

Funds Filter
Departments Filter
Organization Filter

GENERAL FUND
FIRE AND AMBULANCE SERVICES
AMBULANCE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 323,485	\$ 382,129	\$ 343,277	\$ 38,852	11.32%
(85110) SALARIES - OVERTIME	\$ 14,247	\$ 19,746	\$ 52,608	\$ (32,862)	-62.47%
(85115) F.I.C.A. PAYROLL TAXES	\$ 5,125	\$ 6,115	\$ 8,997	\$ (2,882)	-32.04%
(85120) HEALTH INSURANCE	\$ 42,533	\$ 67,556	\$ 69,038	\$ (1,483)	-2.15%
(85125) LIFE INSURANCE	\$ 444	\$ 515	\$ 483	\$ 32	6.56%
(85130) DISABILITY INSURANCE	\$ 761	\$ 985	\$ 730	\$ 255	34.91%
(85140) CLOTHING ALLOWANCE	\$ 161	\$ 202	\$ 2,188	\$ (1,986)	-90.78%
(85145) PENSION CONTRIBUTION	\$ 751	\$ 921	\$ 904	\$ 17	1.92%
(85147) FIRE PENSION	\$ 37,000	\$ 45,036	\$ 42,668	\$ 2,368	5.55%
(85150) WORKERS COMPENSATION	\$ -	\$ 15,936	\$ 12,867	\$ 3,069	23.85%
(85161) HRA-VEBA	\$ 6,316	\$ 5,017	\$ 2,080	\$ 2,937	141.20%
TOTAL PERSONNEL SERVICES	\$ 430,823	\$ 544,158	\$ 535,840	\$ 8,318	1.55%
(85205) MEDICAL DIRECTOR CONTRACTS	\$ 23,000	\$ 11,500	\$ 4,792	\$ 6,708	140.00%
CONSULTING SERVICES	\$ 16,525	\$ 16,595	\$ 12,500	\$ 4,095	32.76%
(85220) AMBULANCE BILLING FEES	\$ 29,362	\$ 31,099	\$ 20,000	\$ 11,099	55.49%
(85241) COMPUTER SERVICES	\$ 3,317	\$ 3,785	\$ 6,667	\$ (2,882)	-43.23%
(85305) UTILITY SERVICES	\$ 4,880	\$ 6,224	\$ 10,000	\$ (3,776)	-37.76%
(85317) NATURAL GAS	\$ 1,071	\$ 1,620	\$ 3,333	\$ (1,714)	-51.41%
(85324) REPAIR & MAINT - BUILDING	\$ 4,152	\$ 402	\$ 4,667	\$ (4,265)	-91.38%
REPAIR & MAINT - MACH & EQUIP	\$ 2,395	\$ 1,456	\$ 3,125	\$ (1,669)	-53.42%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 167	\$ (167)	-100.00%
(85335) REPAIR & MAINT - VEHICLES	\$ 1,569	\$ 17,919	\$ 7,500	\$ 10,419	138.91%
(85350) SANITATION SERVICE	\$ 112	\$ 130	\$ 217	\$ (87)	-40.02%
(85410) TELEPHONE EXPENSE	\$ 215	\$ 23	\$ 383	\$ (360)	-93.90%
(85413) POSTAGE	\$ -	\$ 131	\$ 313	\$ (181)	-57.99%
(85416) ADVERTISING	\$ 13	\$ -	\$ 104	\$ (104)	-100.00%
(85422) DUES & SUBSCRIPTIONS	\$ 201	\$ 1,128	\$ 1,042	\$ 86	8.24%
(85425) BOOKS	\$ 36	\$ -	\$ 208	\$ (208)	-100.00%
(85428)					-72.75%

Funds Filter
 Departments Filter
 Organization Filter

GENERAL FUND
 FIRE AND AMBULANCE SERVICES
AMBULANCE

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
OTHER EXPENDITURES	\$ -	\$ -	\$ 83	\$ (83)	-100.00%
(85505) OFFICE SUPPLIES	\$ 41	\$ 29	\$ 667	\$ (638)	-95.67%
(85510) CLEANING SUPPLIES	\$ 501	\$ 469	\$ 833	\$ (364)	-43.73%
(85515) GASOLINE	\$ 140	\$ -	\$ -	\$ -	0.00%
(85520) DIESEL FUEL	\$ 1,379	\$ 6,423	\$ 7,917	\$ (1,494)	-18.87%
(85540) SMALL TOOLS & PARTS	\$ 2,877	\$ 773	\$ 4,167	\$ (3,394)	-81.45%
(85591) OTHER GENERAL SUPPLIES	\$ 19,121	\$ 82,704	\$ 32,458	\$ 50,245	154.80%
(85599) REFUNDS	\$ (325)	\$ -	\$ -	\$ -	0.00%
TOTAL OPERATING EXPENSES	\$ 112,885	\$ 183,077	\$ 123,591	\$ 59,486	48.13%
TOTAL EXPENSES	\$ 543,708	\$ 727,235	\$ 659,431	\$ 67,804	10.28%

Funds Filter
Departments Filter

GENERAL FUND

PARKS RECREATION

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 766,003	\$ 777,292	\$ 989,848	\$ (212,556)	-21.47%
(85110) SALARIES - OVERTIME	\$ 911	\$ 2,533	\$ 1,875	\$ 658	35.11%
(85115) F.I.C.A. PAYROLL TAXES	\$ 54,356	\$ 55,632	\$ 75,038	\$ (19,406)	-25.86%
(85120) HEALTH INSURANCE	\$ 102,244	\$ 107,294	\$ 151,472	\$ (44,178)	-29.17%
(85125) LIFE INSURANCE	\$ 1,032	\$ 987	\$ 1,090	\$ (103)	-9.47%
(85130) DISABILITY INSURANCE	\$ 1,640	\$ 1,754	\$ 2,095	\$ (341)	-16.27%
(85140) CLOTHING ALLOWANCE	\$ 537	\$ -	\$ -	\$ -	0.00%
(85145) PENSION CONTRIBUTION	\$ 40,910	\$ 44,383	\$ 43,650	\$ 733	1.68%
(85150) WORKERS COMPENSATION	\$ -	\$ 30,142	\$ 11,490	\$ 18,652	162.33%
(85160) OTHER EMPLOYEE BENEFITS	\$ 653	\$ 568	\$ -	\$ 568	
(85161) HRA-VEBA	\$ 7,105	\$ 26,087	\$ 4,442	\$ 21,645	487.32%
(85165) UNEMPLOYMENT CONTRIBUTIONS	\$ -	\$ -	\$ 4,638	\$ (4,638)	-100.00%
TOTAL PERSONNEL SERVICES	\$ 975,391	\$ 1,046,672	\$ 1,285,638	\$ (238,966)	-18.59%
CONSULTING SERVICES	\$ -	\$ -	\$ 833	\$ (833)	-100.00%
(85211) COMMISSIONS	\$ 32,525	\$ 43,640	\$ 95,833	\$ (52,194)	-54.46%
(85213) CONTRACT SERVICES	\$ 9,796	\$ 5,344	\$ 6,458	\$ (1,114)	-17.25%
(85230) COLUMBARIUM ENGRAVING	\$ 200	\$ 250	\$ -	\$ 250	
(85241) COMPUTER SERVICES	\$ 9,511	\$ 8,798	\$ 6,250	\$ 2,548	40.77%
(85245) PRINTING & BINDING SERVICES	\$ -	\$ -	\$ 83	\$ (83)	-100.00%
(85305) UTILITY SERVICES	\$ 68,588	\$ 91,178	\$ 122,388	\$ (31,210)	-25.50%
(85317) NATURAL GAS	\$ 10,339	\$ 6,839	\$ 12,125	\$ (5,286)	-43.60%
(85319) REPAIR & MAIN-LAND IMP/IRRIGAT	\$ 10,780	\$ 6,664	\$ 12,167	\$ (5,503)	-45.23%
(85324) REPAIR & MAINT - BUILDING	\$ 31,852	\$ 18,600	\$ 37,125	\$ (18,525)	-49.90%
REPAIR & MAINT - MACH & EQUIP	\$ 32,045	\$ 17,129	\$ 36,479	\$ (19,351)	-53.05%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 21	\$ (21)	-100.00%
(85335) REPAIR & MAINT - VEHICLES	\$ 9,962	\$ 5,359	\$ 9,229	\$ (3,870)	-41.93%
(85340) RENT	\$ -	\$ -	\$ 10,500	\$ (10,500)	-100.00%
(85350) SANITATION SERVICE	\$ 3,175	\$ 4,134	\$ 6,144	\$ (2,010)	-32.71%
(85390) OTHER PROPERTY SERVICES	\$ 10,981	\$ 16,656	\$ 29,081	\$ (12,425)	-42.72%
(85405) IN					171.54%

Funds Filter
 Departments Filter

GENERAL FUND
PARKS RECREATION

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85410) TELEPHONE EXPENSE	\$ -	\$ -	\$ -	\$ -	0.00%
(85416) ADVERTISING	\$ 6,627	\$ 4,417	\$ 8,396	\$ (3,978)	-47.39%
(85419) LEGAL NOTICES	\$ 67	\$ 28	\$ 135	\$ (108)	-79.59%
(85422) DUES & SUBSCRIPTIONS	\$ 1,180	\$ 810	\$ 708	\$ 102	14.35%
(85424) LICENSE & FEES	\$ 534	\$ 36	\$ 844	\$ (808)	-95.74%
(85428) TRAVEL & TRAINING	\$ 6,819	\$ 405	\$ 3,521	\$ (3,116)	-88.50%
(85447) MERCHANDISE MATERIAL EXPENSE	\$ -	\$ -	\$ 2,567	\$ (2,567)	-100.00%
(85453) CASH OVER & SHORT	\$ 9	\$ (24)	\$ 219	\$ (243)	-111.17%
(85465) UNINSURED LOSS	\$ -	\$ -	\$ 208	\$ (208)	-100.00%
OTHER EXPENDITURES	\$ 7,085	\$ 4,554	\$ 15,792	\$ (11,238)	-71.16%
(85505) OFFICE SUPPLIES	\$ 491	\$ 500	\$ 1,023	\$ (523)	-51.12%
(85510) CLEANING SUPPLIES	\$ 76	\$ 89	\$ 563	\$ (474)	-84.20%
(85515) GASOLINE	\$ 7,269	\$ 4,989	\$ 12,542	\$ (7,553)	-60.22%
(85520) DIESEL FUEL	\$ 6,876	\$ 4,149	\$ 11,083	\$ (6,934)	-62.56%
(85535) CHEMICAL SUPPLIES	\$ 12,832	\$ 8,383	\$ 28,438	\$ (20,055)	-70.52%
(85540) SMALL TOOLS & PARTS	\$ 2,939	\$ 3,849	\$ 16,396	\$ (12,547)	-76.53%
(85545) WINTER GRAVEL & BLADES	\$ -	\$ -	\$ 250	\$ (250)	-100.00%
(85547) MATERIALS	\$ 19,375	\$ 12,164	\$ 35,729	\$ (23,565)	-65.95%
(85560) TREES & SHRUBS	\$ 6,000	\$ -	\$ 5,000	\$ (5,000)	-100.00%
(85590) SUPPLIES	\$ 18,878	\$ 23,423	\$ 32,016	\$ (8,592)	-26.84%
(85599) REFUNDS	\$ -	\$ -	\$ 708	\$ (708)	-100.00%
(85905) SALES TAX	\$ 12,067	\$ 14,120	\$ 19,583	\$ (5,464)	-27.90%
TOTAL OPERATING EXPENSES	\$ 338,878	\$ 354,002	\$ 597,937	\$ (243,935)	-40.80%
TOTAL EXPENSES	\$ 1,314,269	\$ 1,400,674	\$ 1,883,575	\$ (482,901)	-25.64%

Funds Filter
 Departments Filter

GENERAL FUND
HEARTLAND PUBLIC SHOOTING PARK

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget · Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 81,774	\$ 97,910	\$ 103,634	\$ (5,723)	-5.52%
(85110) SALARIES - OVERTIME	\$ 2,614	\$ 400	\$ 2,083	\$ (1,683)	-80.80%
(85115) F.I.C.A. PAYROLL TAXES	\$ 6,006	\$ 7,000	\$ 7,928	\$ (928)	-11.71%
(85120) HEALTH INSURANCE	\$ 6,552	\$ 10,202	\$ 12,267	\$ (2,065)	-16.83%
(85125) LIFE INSURANCE	\$ 80	\$ 123	\$ 125	\$ (2)	-1.68%
(85130) DISABILITY INSURANCE	\$ 150	\$ 235	\$ 262	\$ (27)	-10.17%
(85145) PENSION CONTRIBUTION	\$ 4,176	\$ 5,356	\$ 5,430	\$ (74)	-1.37%
(85150) WORKERS COMPENSATION	\$ -	\$ 203	\$ 332	\$ (128)	-38.75%
(85160) OTHER EMPLOYEE BENEFITS	\$ 118	\$ 91	\$ -	\$ 91	
(85161) HRA-VEBA	\$ 546	\$ 770	\$ 758	\$ 12	1.54%
(85165) UNEMPLOYMENT CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL PERSONNEL SERVICES	\$ 102,016	\$ 122,290	\$ 132,819	\$ (10,529)	-7.93%
(85213) CONTRACT SERVICES	\$ 150	\$ -	\$ -	\$ -	0.00%
(85215) SHELLS	\$ -	\$ 590	\$ 2,083	\$ (1,493)	-71.68%
(85216) TARGETS	\$ 15,968	\$ 1,269	\$ 38,958	\$ (37,689)	-96.74%
(85217) EVENT MERCHANDISE-EXPENSES	\$ 2,848	\$ 4,647	\$ 10,000	\$ (5,353)	-53.53%
(85219) MISCELLANEOUS MERCHANDISE	\$ 472	\$ 461	\$ 1,667	\$ (1,206)	-72.35%
(85241) COMPUTER SERVICES	\$ 325	\$ 325	\$ 333	\$ (8)	-2.50%
(85245) PRINTING & BINDING SERVICES	\$ -	\$ -	\$ 42	\$ (42)	-100.00%
(85291) PUBLIC EDUCATION MATERIALS	\$ -	\$ 1,052	\$ -	\$ 1,052	
(85305) UTILITY SERVICES	\$ 9,510	\$ 6,270	\$ 10,833	\$ (4,563)	-42.12%
(85317) NATURAL GAS	\$ 647	\$ 564	\$ 417	\$ 148	35.44%
(85319) REPAIR & MAIN-LAND IMP/IRRIGAT	\$ 4,808	\$ 566	\$ 625	\$ (59)	-9.36%
(85324) REPAIR & MAINT - BUILDING	\$ 589	\$ 545	\$ 2,083	\$ (1,538)	-73.84%
REPAIR & MAINT - MACH & EQUIP	\$ 5,189	\$ 2,654	\$ 5,417	\$ (2,762)	-51.00%
(85335) REPAIR & MAINT - VEHICLES	\$ 1,105	\$ 1,042	\$ 1,375	\$ (333)	-24.24%
(85350) SANITATION SERVICE	\$ 4,341	\$ 4,040	\$ 5,000	\$ (960)	-19.20%
(85416) ADVERTISING	\$ 1,190	\$ 580	\$ 833	\$ (253)	-30.35%
(85422) DUES & SUBSCRIPTIONS	\$ 250	\$ 150	\$ 365	\$ (215)	-58.86%
(85424)					-61.60%

Funds Filter
 Departments Filter

GENERAL FUND
HEARTLAND PUBLIC SHOOTING PARK

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget · Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85428) TRAVEL & TRAINING	\$ -	\$ -	\$ 625	\$ (625)	-100.00%
(85453) CASH OVER & SHORT	\$ -	\$ -	\$ 21	\$ (21)	-100.00%
OTHER EXPENDITURES	\$ 7,194	\$ 1,062	\$ 3,542	\$ (2,480)	-70.03%
(85505) OFFICE SUPPLIES	\$ 186	\$ 333	\$ 417	\$ (83)	-19.96%
(85515) GASOLINE	\$ 1,372	\$ 795	\$ 3,417	\$ (2,621)	-76.72%
(85520) DIESEL FUEL	\$ 470	\$ -	\$ 1,167	\$ (1,167)	-100.00%
(85540) SMALL TOOLS & PARTS	\$ -	\$ -	\$ 417	\$ (417)	-100.00%
(85547) MATERIALS	\$ 3,189	\$ 165	\$ 1,042	\$ (877)	-84.16%
(85590) SUPPLIES	\$ 6,278	\$ 5,011	\$ 12,500	\$ (7,489)	-59.92%
TOTAL OPERATING EXPENSES	\$ 66,171	\$ 32,321	\$ 103,700	\$ (71,379)	-68.83%
TOTAL EXPENSES	\$ 168,187	\$ 154,611	\$ 236,519	\$ (81,908)	-34.63%

Funds Filter

GENERAL FUND

Departments Filter

PLANNING

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85105) SALARIES - REGULAR	\$ 101,209	\$ 103,401	\$ 95,862	\$ 7,538	7.86%
(85110) SALARIES - OVERTIME	\$ -	\$ -	\$ 1,250	\$ (1,250)	-100.00%
(85115) F.I.C.A. PAYROLL TAXES	\$ 6,899	\$ 7,094	\$ 7,333	\$ (239)	-3.26%
(85120) HEALTH INSURANCE	\$ 12,519	\$ 14,419	\$ 17,291	\$ (2,872)	-16.61%
(85125) LIFE INSURANCE	\$ 107	\$ 107	\$ 105	\$ 2	1.86%
(85130) DISABILITY INSURANCE	\$ 234	\$ 262	\$ 287	\$ (26)	-8.91%
(85145) PENSION CONTRIBUTION	\$ 5,751	\$ 6,183	\$ 6,081	\$ 102	1.67%
(85150) WORKERS COMPENSATION	\$ -	\$ 39	\$ 57	\$ (18)	-32.05%
(85160) OTHER EMPLOYEE BENEFITS	\$ 82	\$ 82	\$ -	\$ 82	
(85161) HRA-VEBA	\$ 733	\$ 733	\$ 722	\$ 12	1.65%
TOTAL PERSONNEL SERVICES	\$ 127,534	\$ 132,320	\$ 128,988	\$ 3,332	2.58%
(85221) ADMINISTRATIVE SERVICES	\$ 500	\$ 500	\$ 500	\$ -	0.00%
(85241) COMPUTER SERVICES	\$ 7,660	\$ 7,448	\$ 3,174	\$ 4,274	134.66%
(85245) PRINTING & BINDING SERVICES	\$ -	\$ -	\$ 100	\$ (100)	-100.00%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ -	\$ -	\$ 117	\$ (117)	-100.00%
(85410) TELEPHONE EXPENSE	\$ 19	\$ 19	\$ 21	\$ (1)	-6.74%
(85413) POSTAGE	\$ 132	\$ 65	\$ 500	\$ (435)	-87.01%
(85419) LEGAL NOTICES	\$ 99	\$ 337	\$ 313	\$ 25	7.88%
(85422) DUES & SUBSCRIPTIONS	\$ 101	\$ 915	\$ 833	\$ 82	9.84%
(85425) BOOKS	\$ -	\$ -	\$ 42	\$ (42)	-100.00%
(85428) TRAVEL & TRAINING	\$ 1,476	\$ -	\$ 1,667	\$ (1,667)	-100.00%
(85505) OFFICE SUPPLIES	\$ 12	\$ 542	\$ 625	\$ (83)	-13.35%
(85540) SMALL TOOLS & PARTS	\$ -	\$ -	\$ 625	\$ (625)	-100.00%
TOTAL OPERATING EXPENSES	\$ 9,999	\$ 9,826	\$ 8,517	\$ 1,309	15.37%
TOTAL EXPENSES	\$ 137,533	\$ 142,146	\$ 137,505	\$ 4,641	3.38%

Funds Filter
 Departments Filter

GENERAL FUND

NON-DEPARTMENTAL

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
TRANSFERS OUT	\$ 125,000	\$ 220,000	\$ 622,917	\$ (402,917)	-64.68%
(85209) COLLECTION SERVICES	\$ 15,895	\$ 17,893	\$ 53,611	\$ (35,718)	-66.62%
(85213) CONTRACT SERVICES	\$ 73,980	\$ 8,700	\$ 58,333	\$ (49,633)	-85.09%
(85214) HUMANE SOCIETY CONTRACT	\$ 155,062	\$ 161,097	\$ 161,875	\$ (778)	-0.48%
(85241) COMPUTER SERVICES	\$ 567,176	\$ 582,833	\$ 249,353	\$ 333,480	133.74%
(85405) INSURANCE PREMIUMS	\$ -	\$ 157,905	\$ 59,225	\$ 98,680	166.62%
(85409) VOLUNTEER EXPENSE	\$ 228	\$ 7,490	\$ 3,333	\$ 4,157	124.71%
(85410) TELEPHONE EXPENSE	\$ 29,551	\$ 28,327	\$ 29,167	\$ (840)	-2.88%
(85412) CITY CONTRIBUTION	\$ -	\$ -	\$ 47,535	\$ (47,535)	-100.00%
(85453) CASH OVER & SHORT	\$ 95	\$ 1	\$ -	\$ 1	
OTHER EXPENDITURES	\$ 875	\$ 74	\$ 2,500	\$ (2,426)	-97.05%
(85505) OFFICE SUPPLIES	\$ 4,980	\$ 5,984	\$ 10,417	\$ (4,433)	-42.55%
(85905) SALES TAX	\$ 19,594	\$ 8,149	\$ 31,875	\$ (23,726)	-74.43%
TOTAL OPERATING EXPENSES	\$ 867,436	\$ 978,453	\$ 707,224	\$ 271,229	38.35%
TOTAL EXPENSES	\$ 992,436	\$ 1,198,453	\$ 1,330,141	\$ (131,688)	-9.90%

Funds Filter

GENERAL FUND

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85805) TRANSFERS OUT	\$ 125,000	\$ 220,000	\$ 622,917	\$ (402,917)	-64.68%
(85105) SALARIES - REGULAR	\$ 8,724,721	\$ 8,870,086	\$ 9,295,321	\$ (425,235)	-4.57%
(85110) SALARIES - OVERTIME	\$ 332,925	\$ 405,577	\$ 315,083	\$ 90,494	28.72%
(85115) F.I.C.A. PAYROLL TAXES	\$ 507,027	\$ 521,160	\$ 592,096	\$ (70,936)	-11.98%
(85120) HEALTH INSURANCE	\$ 1,098,516	\$ 1,284,583	\$ 1,572,467	\$ (287,884)	-18.31%
(85125) LIFE INSURANCE	\$ 11,848	\$ 11,670	\$ 12,225	\$ (555)	-4.54%
(85130) DISABILITY INSURANCE	\$ 20,064	\$ 22,969	\$ 24,231	\$ (1,262)	-5.21%
(85140) CLOTHING ALLOWANCE	\$ 37,881	\$ 45,783	\$ 36,531	\$ 9,252	25.33%
(85145) PENSION CONTRIBUTION	\$ 221,020	\$ 238,299	\$ 242,491	\$ (4,192)	-1.73%
(85146) POLICE PENSION	\$ 199,770	\$ 209,364	\$ 198,294	\$ 11,069	5.58%
(85147) FIRE PENSION	\$ 262,963	\$ 272,690	\$ 269,626	\$ 3,064	1.14%
(85150) WORKERS COMPENSATION	\$ -	\$ 247,109	\$ 268,749	\$ (21,641)	-8.05%
(85160) OTHER EMPLOYEE BENEFITS	\$ 6,660	\$ 12,311	\$ 229	\$ 12,082	5272.25%
(85161) HRA-VEBA	\$ 100,252	\$ 146,876	\$ 75,012	\$ 71,864	95.80%
(85165) UNEMPLOYMENT CONTRIBUTIONS	\$ -	\$ -	\$ 4,638	\$ (4,638)	-100.00%
TOTAL PERSONNEL SERVICES	\$ 11,523,647	\$ 12,288,477	\$ 12,906,993	\$ (618,516)	-4.79%
(85201) AUDITING & ACCOUNTING	\$ 24,500	\$ 34,550	\$ 14,792	\$ 19,758	133.58%
(85205) MEDICAL DIRECTOR CONTRACTS	\$ 23,000	\$ 23,000	\$ 9,583	\$ 13,417	140.00%
CONSULTING SERVICES	\$ 16,525	\$ 16,595	\$ 23,750	\$ (7,155)	-30.13%
(85209) COLLECTION SERVICES	\$ 15,895	\$ 17,893	\$ 53,611	\$ (35,718)	-66.62%
(85211) COMMISSIONS	\$ 32,525	\$ 43,640	\$ 95,833	\$ (52,194)	-54.46%
(85212) ELECTION COSTS	\$ -	\$ 2,473	\$ 8,333	\$ (5,860)	-70.32%
(85213) CONTRACT SERVICES	\$ 366,761	\$ 183,590	\$ 285,295	\$ (101,705)	-35.65%
(85214) HUMANE SOCIETY CONTRACT	\$ 155,062	\$ 161,097	\$ 161,875	\$ (778)	-0.48%
(85215) SHELLS	\$ -	\$ 590	\$ 2,083	\$ (1,493)	-71.68%
(85216) TARGETS	\$ 15,968	\$ 1,269	\$ 38,958	\$ (37,689)	-96.74%
(85217) EVENT MERCHANDISE-EXPENSES	\$ 2,848	\$ 4,647	\$ 10,000	\$ (5,353)	-53.53%
(85219) MISCELLANEOUS MERCHANDISE	\$ 472	\$ 461	\$ 1,667	\$ (1,206)	-72.35%
(85220) AM					55.49%

Funds Filter

GENERAL FUND

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85221) ADMINISTRATIVE SERVICES	\$ 500	\$ 500	\$ 500	\$ -	0.00%
(85229) OTHER OUTSIDE SERVICES	\$ 38,399	\$ 28,297	\$ 25,000	\$ 3,297	13.19%
(85230) COLUMBARIUM ENGRAVING	\$ 200	\$ 250	\$ -	\$ 250	
(85241) COMPUTER SERVICES	\$ 663,504	\$ 776,790	\$ 360,877	\$ 415,913	115.25%
(85245) PRINTING & BINDING SERVICES	\$ 4,013	\$ 3,212	\$ 2,808	\$ 403	14.37%
(85291) PUBLIC EDUCATION MATERIALS	\$ 1,587	\$ 2,342	\$ 833	\$ 1,508	180.98%
OTHER PROFESSIONAL & TECH SERV	\$ 13,581	\$ 9,524	\$ 14,479	\$ (4,956)	-34.23%
(85305) UTILITY SERVICES	\$ 215,786	\$ 229,346	\$ 282,804	\$ (53,458)	-18.90%
(85317) NATURAL GAS	\$ 23,128	\$ 16,175	\$ 29,417	\$ (13,242)	-45.02%
(85319) REPAIR & MAIN-LAND IMP/IRRIGAT	\$ 18,230	\$ 14,764	\$ 21,542	\$ (6,777)	-31.46%
(85324) REPAIR & MAINT - BUILDING	\$ 103,965	\$ 43,407	\$ 96,500	\$ (53,093)	-55.02%
REPAIR & MAINT - MACH & EQUIP	\$ 68,332	\$ 36,518	\$ 67,604	\$ (31,086)	-45.98%
(85330) REPAIR & MAINT-OFF FURN & EQ	\$ 10,276	\$ 10,980	\$ 9,304	\$ 1,676	18.01%
(85335) REPAIR & MAINT - VEHICLES	\$ 104,411	\$ 121,709	\$ 102,888	\$ 18,821	18.29%
(85340) RENT	\$ -	\$ -	\$ 10,500	\$ (10,500)	-100.00%
(85350) SANITATION SERVICE	\$ 8,377	\$ 9,065	\$ 12,565	\$ (3,499)	-27.85%
(85390) OTHER PROPERTY SERVICES	\$ 43,761	\$ 41,739	\$ 60,331	\$ (18,592)	-30.82%
(85405) INSURANCE PREMIUMS	\$ -	\$ 237,116	\$ 89,267	\$ 147,850	165.63%
(85409) VOLUNTEER EXPENSE	\$ 228	\$ 7,490	\$ 3,333	\$ 4,157	124.71%
(85410) TELEPHONE EXPENSE	\$ 30,809	\$ 29,852	\$ 31,725	\$ (1,873)	-5.90%
(85412) CITY CONTRIBUTION	\$ 25,000	\$ -	\$ 57,952	\$ (57,952)	-100.00%
(85413) POSTAGE	\$ 2,651	\$ 2,383	\$ 3,792	\$ (1,409)	-37.15%
(85416) ADVERTISING	\$ 10,552	\$ 8,195	\$ 18,442	\$ (10,247)	-55.57%
(85419) LEGAL NOTICES	\$ 6,990	\$ 6,518	\$ 8,885	\$ (2,367)	-26.64%
(85422) DUES & SUBSCRIPTIONS	\$ 26,624	\$ 25,434	\$ 54,794	\$ (29,359)	-53.58%
(85424) LICENSE & FEES	\$ 1,489	\$ 1,010	\$ 2,490	\$ (1,480)	-59.44%
(85425) BOOKS	\$ 34,532	\$ 42,423	\$ 40,458	\$ 1,964	4.86%
(85426) AV/ELECTRONIC MEDIA	\$ 51,204	\$ 51,810	\$ 45,292	\$ 6,518	14.39%
(85427) PERIODICALS	\$ 13,850	\$ 8,846	\$ 5,833	\$ 3,013	51.65%
(85428) TRAVEL & TRAINING	\$ 40,770	\$ 26,182	\$ 58,167	\$ (31,985)	-54.99%
(85447) MERCHANDISE MATERIAL EXPENSE	\$ -	\$ -	\$ 2,567	\$ (2,567)	-100.00%
(85453) CASH OVER & SHORT	\$ 127	\$ (14)	\$ 281	\$ (296)	-105.10%
(85454) ECC					0.00%

Funds Filter

GENERAL FUND

	5 mos ending 2019-20 Actual	5 mos ending 2020-21 Actual	2020-21 Final Budget - Prorated	2020-21 Actual vs Budget Variance	2020-21 Actual vs Budget % Variance
(85460) COURT COST	\$ 1,123	\$ 869	\$ 2,083	\$ (1,214)	-58.28%
(85463) INVESTIGATIVE EXPENSE	\$ 12,809	\$ 10,702	\$ 12,500	\$ (1,798)	-14.38%
CRIME PREVENTION	\$ -	\$ (37)	\$ 417	\$ (454)	-108.90%
(85465) UNINSURED LOSS	\$ -	\$ -	\$ 208	\$ (208)	-100.00%
(85475) LOCAL EMERGENCY PLANNING COMM	\$ 79	\$ 308	\$ 1,875	\$ (1,567)	-83.57%
OTHER EXPENDITURES	\$ 19,936	\$ 11,559	\$ 30,791	\$ (19,232)	-62.46%
(85505) OFFICE SUPPLIES	\$ 42,064	\$ 33,952	\$ 56,045	\$ (22,093)	-39.42%
(85506) OFFICE FORMS	\$ 975	\$ 1,064	\$ 1,250	\$ (186)	-14.89%
(85510) CLEANING SUPPLIES	\$ 5,251	\$ 6,645	\$ 8,479	\$ (1,835)	-21.64%
(85515) GASOLINE	\$ 62,738	\$ 49,447	\$ 83,458	\$ (34,012)	-40.75%
(85520) DIESEL FUEL	\$ 23,394	\$ 17,297	\$ 31,042	\$ (13,745)	-44.28%
(85535) CHEMICAL SUPPLIES	\$ 12,832	\$ 8,383	\$ 29,271	\$ (20,888)	-71.36%
(85539) MISC OPERATING EQUIPMENT	\$ 1,058	\$ -	\$ 1,250	\$ (1,250)	-100.00%
(85540) SMALL TOOLS & PARTS	\$ 43,563	\$ 60,183	\$ 105,887	\$ (45,704)	-43.16%
(85544) PLANNING	\$ 1,294	\$ 94	\$ 833	\$ (739)	-88.72%
(85545) WINTER GRAVEL & BLADES	\$ -	\$ -	\$ 1,083	\$ (1,083)	-100.00%
(85546) HOSE/VESTS/GRAVEL	\$ 3,320	\$ 9,645	\$ 5,000	\$ 4,645	92.89%
(85547) MATERIALS	\$ 22,565	\$ 12,329	\$ 36,771	\$ (24,441)	-66.47%
(85548) PROTECTIVE VESTS/UNIFORMS	\$ 4,621	\$ -	\$ 9,375	\$ (9,375)	-100.00%
(85550) SAFETY MATERIALS	\$ 619	\$ 740	\$ 8,333	\$ (7,593)	-91.12%
(85560) TREES & SHRUBS	\$ 6,000	\$ -	\$ 5,000	\$ (5,000)	-100.00%
(85590) SUPPLIES	\$ 33,861	\$ 40,322	\$ 52,224	\$ (11,902)	-22.79%
(85591) OTHER GENERAL SUPPLIES	\$ 19,121	\$ 82,704	\$ 34,167	\$ 48,537	142.06%
(85599) REFUNDS	\$ (325)	\$ -	\$ 708	\$ (708)	-100.00%
(85905) SALES TAX	\$ 31,660	\$ 22,269	\$ 51,458	\$ (29,190)	-56.72%
TOTAL OPERATING EXPENSES	\$ 2,594,352	\$ 2,681,242	\$ 2,816,518	\$ (135,276)	-4.80%
TOTAL EXPENSES	\$ 14,242,999	\$ 15,189,719	\$ 16,346,428	\$ (1,156,709)	-7.08%

**City of Grand Island
Finance Department
Budget Calendar FY 2021-2022**

DRAFT

Day	Start Date	Action Item	End Date
Monday	April 19, 2021	Send fee schedules to department directors for review	April 30, 2021
Monday	May 3, 2021	Review and discuss department / fund revenue proposed budget 2020 with directors & city administration Open OpenGov for input.	May 14, 2021
Monday	May 17, 2021	Departments submit budgets Define assumptions and input data into OpenGov. Revenue, personnel, operations and maintenance, and capital outlay requests along with department description and budget narrative updates.	May 28, 2021
Tuesday	June 1, 2021	City administration and finance review proposed budgets	June 11, 2021
Monday	June 14, 2021	City administration and finance meet with department directors regarding proposed budgets	July 2, 2021
Friday	July 16, 2021	Business Improvement District budgets submitted	July 16, 2021
Tuesday	July 20, 2021	City Council Meeting - Combo Meeting General Fund Budget Discussion FTE Discussion - COLA's - Utility & Service Clerical Union Contracts	July 20, 2021
Tuesday	July 27, 2021	Study Session City Council Meeting Capital Projects (210, 211, 220, 400) and Parks Projects Capital Equipment Enterprise Fund Presentations (505, 520, 525, 530). Review of FY 2021-2022 Fee Schedule Discussion of Cost-of-Living (COLA) Increases for Non-Union Employees Jackrabbit Run Golf Course Budget Presentation	July 27, 2021
Tuesday	August 10, 2021	City Council Meeting Adoption of Fee Schedule Additional FTE Discussion/Approval Presentation of 1 and 6 Year Street Improvement and CIP Publish draft proposed budget book	August 10, 2021
Friday	August 20, 2021	County certifies tax values Draft BOE/BID Publication (internal)	August 20, 2021
Tuesday	August 24, 2021	City Council Meeting Approve Business Improvement District budgets and set Board of Equalization date for September 14, 2021 Salary Ordinance CRA Budget Presentation	August 24, 2021
Friday	August 27, 2021	Publish BOE meeting (1) (internal)	August 27, 2021

**City of Grand Island
Finance Department
Budget Calendar FY 2021-2022**

DRAFT

Day	Start Date	Action Item	End Date
Tuesday	August 31, 2021	Special Council Meeting for Property Tax Request Only	August 31, 2021
Friday	September 3, 2021	Publish BOE meeting (2) (internal)	September 3, 2021
Tuesday	September 7, 2021	City Council Study Session - Review of anticipated final 2021-2022 budget	September 7, 2021
Wednesday	September 8, 2021	Send budget publication to newspaper (internal)	September 8, 2021
Friday	September 10, 2021	Publish BOE meeting (3) (internal)	September 10, 2021
Tuesday	September 14, 2021	City Council Meeting Board of Equalization for Business Improvement Districts Public hearing on City general property, Parking District #2 (Ramp), and CRA tax requests. Resolution approving general property, Parking District #2 (Ramp), and CRA tax requests. Ordinance approving BID's Ordinance approving FY 2020-2021 City Budget.	September 14, 2021
Friday	September 17, 2021	Complete state budget form (internal)	September 17, 2021
Monday	September 20, 2021	State budget filing - electronic filing (internal)	September 20, 2021
Friday	October 8, 2021	Final budget distribution	October 8, 2021



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item E-1

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

Council action will take place under Consent Agenda item G-8.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 9, 2021

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

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.

Public easements are needed to accommodate drainage and utilities for development within Millennial Estates Subdivision. This subdivision is located north of 13th Street, between North Road and US Highway 281.

A sketch is attached to show the easement areas.

Discussion

To allow for the accommodation of public drainage and utility infrastructure to serve Millennial Estates Subdivision it is requested that easements be acquired by the City of Grand Island according to the attached sketches.

There will be no cost of such easements 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 easements.

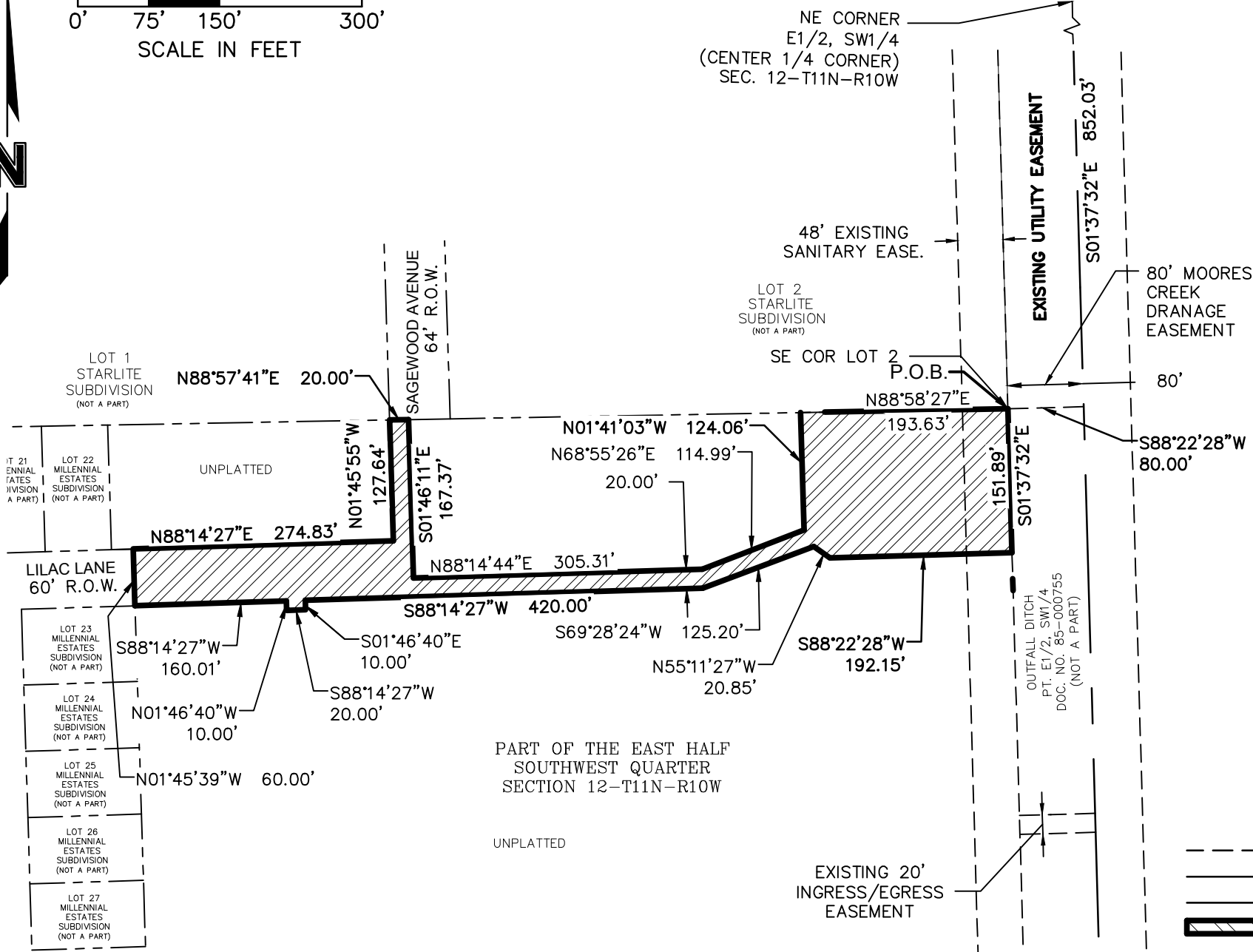
Sample Motion

Move to approve the public easements.

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0' 75' 150' 300'
SCALE IN FEET



DRAINAGE/UTILITY EASEMENT DESCRIPTION:

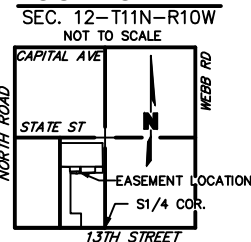
A DRAINAGE/UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST, IN THE CITY OF GRAND ISLAND, HALL COUNTY NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, STARLITE SUBDIVISION, AND A POINT ON THE WEST LINE OF INST. #85-000755, AS RECORDED IN THE HALL COUNTY REGISTER OF DEEDS AND ALSO BEING THE POINT OF BEGINNING; THENCE S01°37'32"E, ALONG SAID WEST LINE, A DISTANCE OF 151.89 FEET; THENCE S88°22'28"W A DISTANCE OF 192.15 FEET; THENCE N55°11'27"W A DISTANCE OF 20.85 FEET; THENCE S69°28'24"W A DISTANCE OF 125.20 FEET; THENCE S88°14'27"W A DISTANCE OF 420.00 FEET; THENCE S01°46'40"E A DISTANCE OF 10.00 FEET; THENCE S88°14'27"W A DISTANCE OF 20.00 FEET; THENCE N01°46'40"W A DISTANCE OF 10.00 FEET; THENCE S88°14'27"W A DISTANCE OF 160.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LILAC LANE ALSO BEING THE EAST LINE OF MILLENNIAL ESTATE SUBDIVISION; THENCE N01°45'39"W ALONG SAID EAST LINE OF MILLENNIAL ESTATE SUBDIVISION A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID LILAC LANE; THENCE N88°14'27"E A DISTANCE OF 274.83 FEET; THENCE N01°45'55"W A DISTANCE OF 127.64 FEET TO A POINT ON SAGEWOOD AVENUE, ALSO BEING THE SOUTH LINE OF STARLITE SUBDIVISION; THENCE N88°57'41"E, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET; THENCE S01°46'11"E A DISTANCE OF 167.37 FEET; THENCE N88°14'44"E A DISTANCE OF 305.31 FEET; THENCE N68°55'26"E A DISTANCE OF 114.99 FEET; THENCE N01°41'03"W A DISTANCE OF 124.06 FEET TO A POINT ON SAID SOUTH LINE OF LOT 2, STARLITE SUBDIVISION; THENCE N88°58'27"E, ALONG SAID SOUTH LINE, A DISTANCE OF 218.99 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE/UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 62072.54 SQUARE FEET OR 1.424 ACRES MORE OR LESS.

LEGEND

- EXISTING EASEMENT LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- ▨ DRAINAGE/UTILITY EASEMENT AREA

LOCATION MAP



PROJECT NO: 016-0951

DRAWN BY: JMJ/SDL

DATE: 12-10-2020

DRAINAGE/UTILITY EASEMENT
Council Session - 3/9/2021

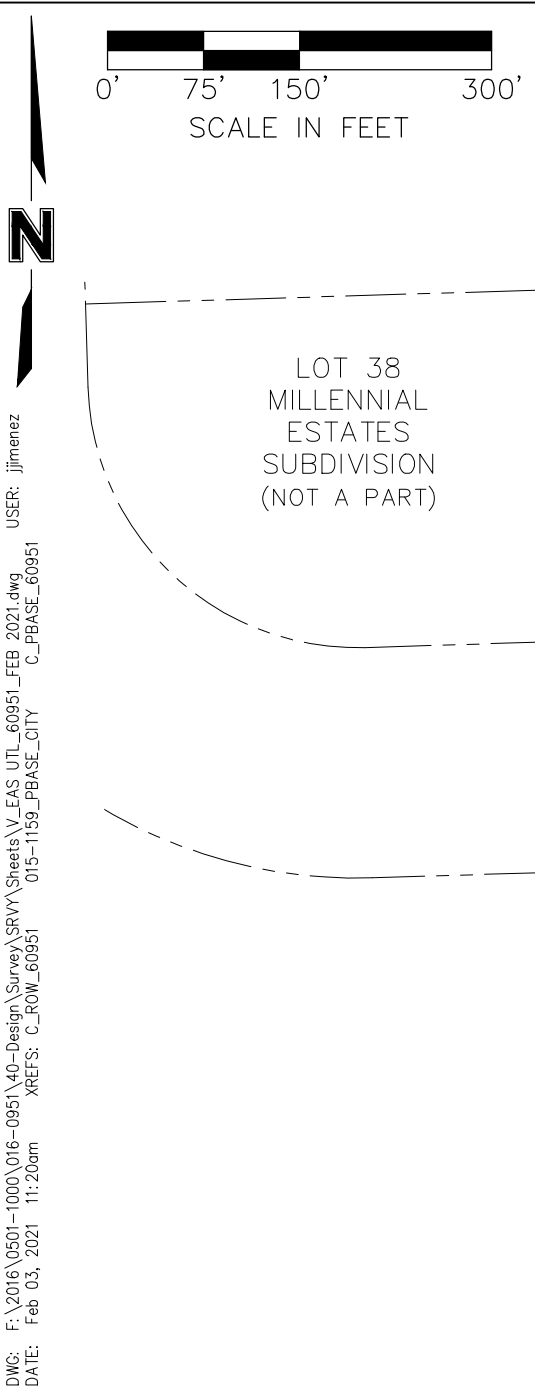
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201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750

EXHIBIT

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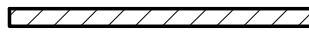
PART OF THE EAST HALF
SOUTHWEST QUARTER
SECTION 12-T11N-R10W
UNPLATTED

UTILITY EASEMENT DESCRIPTION:

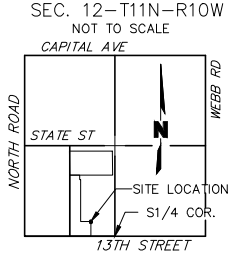
A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD AND THE EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, OF MILLENNIAL ESTATES SUBDIVISION SAID POINT BEING THE POINT OF BEGINNING; THENCE S88°14'18"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD, A DISTANCE OF 10.00 FEET; THENCE N01°45'42"W A DISTANCE OF 30.00 FEET; THENCE N88°14'18"E, PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S01°45'42"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 300.00 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

LEGEND

- PROPERTY LINE
-  UTILITY EASEMENT AREA

LOCATION MAP

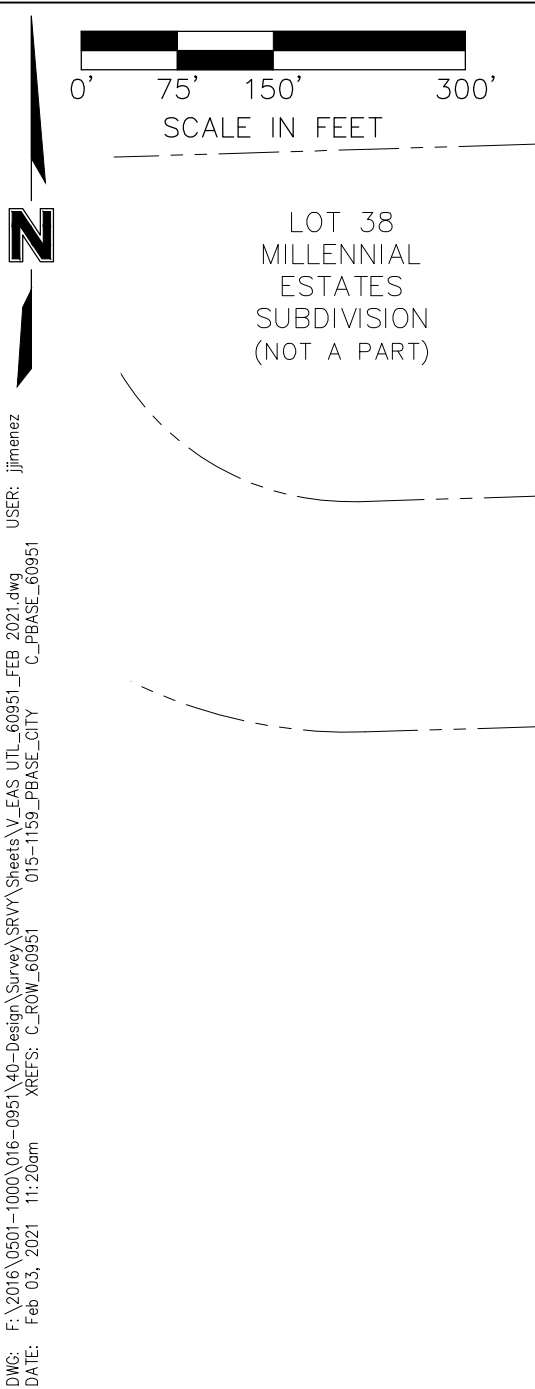


PROJECT NO: 016-0951	 201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: JMJ		1Page 42 / 159
DATE: 2/3/2022		

Grand Island

UTILITY EASEMENT
Council Session - 3/9/2021

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PART OF THE EAST HALF
SOUTHWEST QUARTER
SECTION 12-T11N-R10W
UNPLATTED

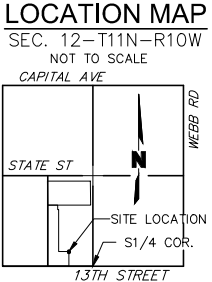
UTILITY EASEMENT DESCRIPTION:
A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD AND THE EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, OF MILLENNIAL ESTATES SUBDIVISION; THENCE S01°45'42"E, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, A DISTANCE OF 50.00 FEET TO THE POINT BEING THE POINT OF BEGINNING; THENCE N88°14'18"E A DISTANCE OF 15.00 FEET; THENCE S01°45'42"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S88°14'18"W A DISTANCE OF 15.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE; THENCE N01°45'42"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 150.00 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

LEGEND

----- PROPERTY LINE

 UTILITY EASEMENT AREA



PROJECT NO:	016-0951
DRAWN BY:	JMJ
DATE:	2/3/2022

UTILITY EASEMENT

Council Session - 3/9/2021



201 East 2nd Street
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TEL 308.384.8750

EXHIBIT

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STONEWOOD AVE

LOT 33
MILLENNIAL
ESTATES
SUBDIVISION
(NOT A PART)

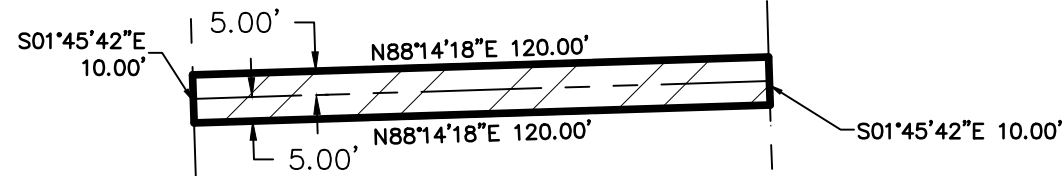
LOT 34
MILLENNIAL
ESTATES
SUBDIVISION

LOT 35
MILLENNIAL
ESTATES
SUBDIVISION

LOT 36
MILLENNIAL
ESTATES
SUBDIVISION
(NOT A PART)

UNPLATTED

PART OF THE EAST HALF
SOUTHWEST QUARTER
SECTION 12-T11N-R10W

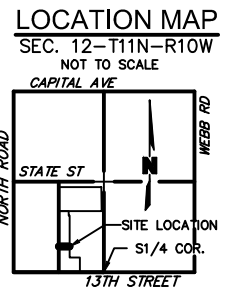
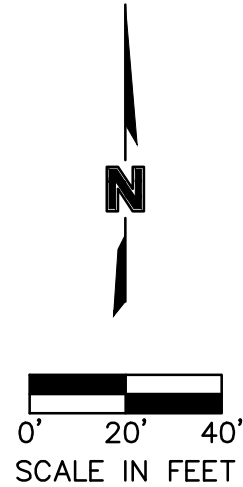


DRAINAGE/UTILITY EASEMENT DESCRIPTION:

DRAINAGE/UTILITY EASEMENT IN PART OF LOTS 34 & LOT 35,
MILLENNIAL ESTATES SUBDIVISION, CITY OF GRAND ISLAND, HALL
COUNTY, NEBRASKA.

BEING THE SOUTH 5 FEET OF LOT 34 AND THE NORTH 5 FEET OF LOT
35, ALL IN MILLENNIAL ESTATES SUBDIVISION, SAID
DRAINAGE/UTILITY EASEMENT CONTAINS A CALCULATED AREA OF
1200.00 S.F. OR 0.027 ACRES MORE OR LESS.

LEGEND



PROJECT NO: 016-0951

DRAWN BY: JMJ/SDL

DATE: 12-10-2020

DRAINAGE/UTILITY EASEMENT
Council Session - 3/9/2021

visson

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

EXHIBIT



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item E-2

Public Hearing on Dedication of Right-of-Way for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12

Council action will take place under Consent Agenda item G-10.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 9, 2021

Subject: Public Hearing on Dedication of Right-of-Way for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The City of Grand Island is dedicating current property as right-of-way to accommodate improvements to the southern portion of North Road from US Highway 30 to Old Potash Highway.

Discussion

To allow for the improvements to the southern portion of North Road from US Highway 30 to Old Potash Highway it is required that current property be dedicated by the City of Grand Island as right-of-way. This ROW dedication will allow for a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements to complete the project.

Alternatives

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

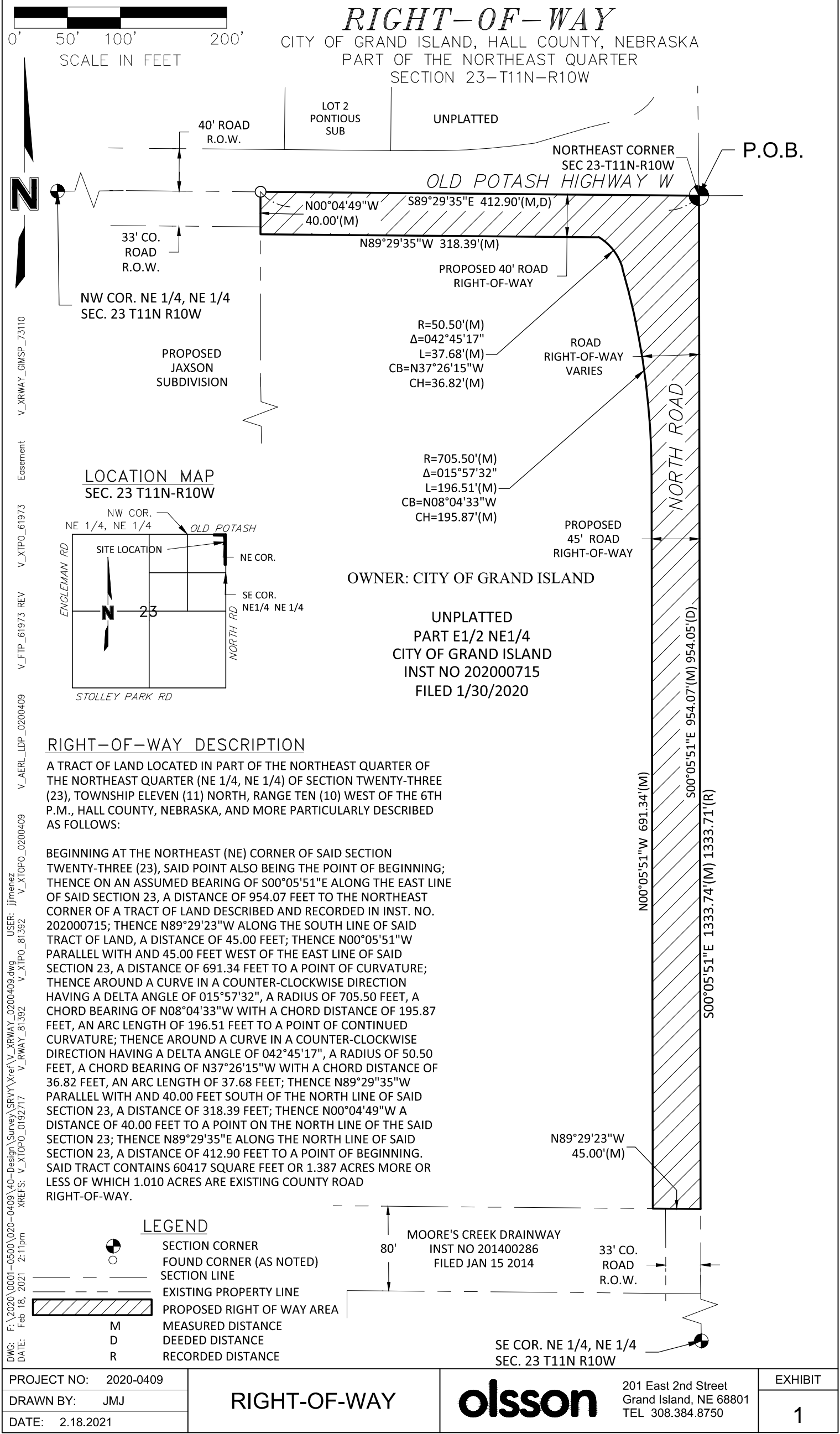
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the dedication of right-of-way.

Sample Motion

Move to conduct a Public Hearing and approve the dedication of right-of-way.





City of Grand Island

Tuesday, March 9, 2021

Council Session

Item E-3

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

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 9, 2021

Subject: Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Nagel- 1905 N North Road)

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

Background

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

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

Public right-of-way is needed to accommodate intersection improvements for the North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
BOB R. NAGEL AND KAREN L. NAGEL	A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6 TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE	\$200.00

	<p>S89°59'35"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE N00°26'36"W ON SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 46.95 FEET; THENCE S04°58'03"E, A DISTANCE OF 30.87 FEET; THENCE SOUTHEASTERLY ON A 70.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 16.57 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S11°43'37"E, 16.53 FEET; THENCE N89°59'35"W ON SAID SOUTH LINE, A DISTANCE OF 5.67 FEET TO THE POINT OF BEGINNING, CONTAINING 98 SQUARE FEET, MORE OR LESS.</p>	
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TOTAL= \$200.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner, in the amount of \$200.00.

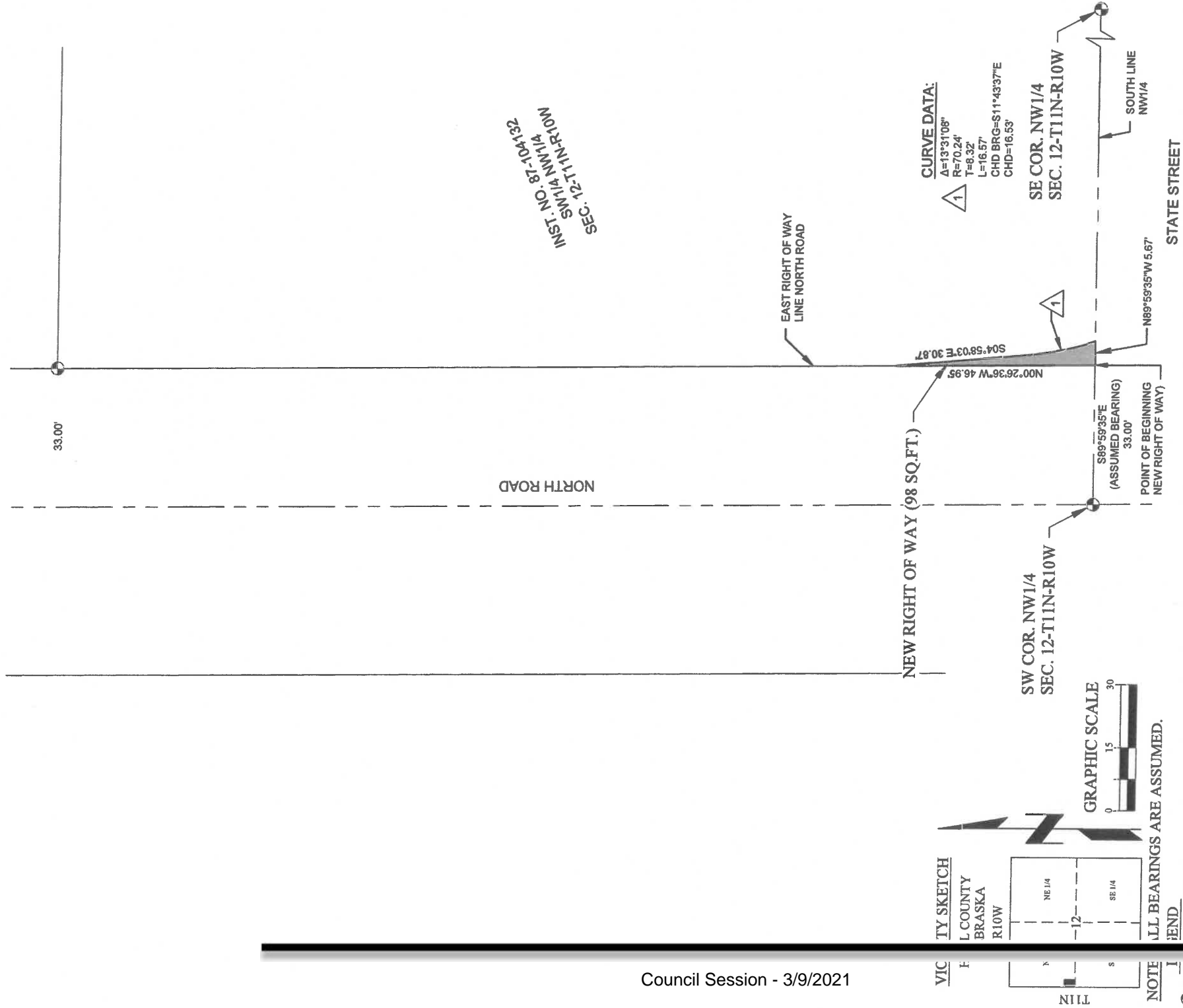
Sample Motion

Move to approve the acquisition.

NEW RIGHT OF WAY EXHIBIT

Grand Island

Council Session - 3/9/2021



NEW RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S89°59'35\"/>

VIC

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L COUNTY

BRASKA

R10W

NE 1/4

SE 1/4

12

1

NOTE

ALL BEARINGS ARE ASSUMED.

END

MON FOUND

MON ENT SET

CAL

ATED POINT

D

DEE

DISTANCE

G GOVERNMENT DISTANCE

M MEASURED DISTANCE

P PLATTED DISTANCE

R RECORDED DISTANCE

SECTION LINE

RIGHT OF WAY AREA

DATE	11/18/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	30

JEO CONSULTING GROUP
800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-1

Approving Minutes of February 23, 2021 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 23, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on February 23, 2021. Notice of the meeting was given in *The Grand Island Independent* on February 17, 2021.

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

SPECIAL ITEMS:

Approving Appointment of Maggie Mendoza to City Council Ward 2. Mayor Roger G. Steele had submitted the name of Maggie Mendoza for appointment as Councilmember to represent Ward 2.

Motion by Stelk, second by Guzinski to approve Maggie Mendoza to City Council Ward 2. Upon roll call vote, all voted aye. Motion adopted.

Administration of Oath of Office to Newly Appointed Councilmember – Ward 2. Mayor Steele administered the Oath of Office to newly appointed Councilmember Maggie Mendoza - Ward 2.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (NNN Grand Island NE Owner LP- 115 Wilmar Avenue and Northcott Company- 106 Wilmar Avenue). Public Works Director John Collins reported the Old Potash Highway Roadway Improvements was for improvements to Old Potash Highway, as well as intersecting roadways from North Road to Webb Road. He explained the interaction between the various traffic features is complex, so an overall master plan was created to ensure that the individual projects will function together and address other safety issues in these areas. The property owners have signed the necessary documents to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Kaelin- 4020 Cannon Road). Public Works Director John Collins reported that they are proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project. Collins reported that a public right-of-way was needed to accommodate

intersection improvements for the North Road- 13th Street to Highway 2 Roadway Improvements. The property owner has signed the necessary document to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Kaelin- 4020 Cannon Road and Carraher- 4001 Mason Avenue). Public Works Director John Collins reported that they are proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project. Collins reported public utility easements were needed to accommodate the roadway improvements along North Road. The property owners have signed the necessary documents to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Community Development Block Grant Coronavirus Response Round Three Activities. Planning Director Chad Nability reported Grand Island became an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, and the Annual Action Plan.

Nability reported in response to the Coronavirus Pandemic (COVID-19); the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program had notified Entitlement Community they will receive a formula allocation from the third round to be used specifically for the prevention of, preparation for, and response to COVID-19. Nability reported the City has proposed the following:

- \$15,000- Program Administration
- \$100,000- Heartland United Way's COVID RELIEF & RECOVERY GRANT.
- \$59,063- Senior Citizen Industries- Response to Prepare for and Prevent the Spread of COVID-19 to LMI Seniors
- \$59,063- Hall County Community Collaborative Child Care Virtual Learning Centers

Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9818 - Consideration of Approving Salary Ordinance

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 these ordinances 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.

Human Resource Director Aaron Schmidt reported that the Wastewater Treatment Plant had experienced challenges over the years in recruiting and retaining leadership positions. The treatment plant had been searching for an Operations Engineer since September of 2020. To date, only 12 applicants had applied and none of them had met the education and/or experience qualifications. Schmidt reported the Plant Engineer position had experienced similar challenges and the current plant manager plans to retire this summer.

Schmidt reported he had reviewed data from the 2020 American Water Works Association's Compensation Survey for medium-sized water and wastewater utilities serving populations between 10,000 and 99,999. Based on the data they recommended they adjust the Plant Engineer position salary range to \$107,048 to \$149,507 annually and retitle the position to Assistant Public Works Director of Wastewater. They recommended adjusting the Operations Engineer position salary range to \$101,950 to \$142,400 annually.

Discussion was held regarding the title, Public Works Director John Collins explained it will attract applicants and if we don't fill the position we will not meet EPA Guidelines and will receive violations because they cannot meet the demand.

Motion by Paulick, second by Fitzke to approve Ordinance #9818.

Deputy City Clerk: Ordinance #9818 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Fitzke, Guzinski, Mendoza, Minton, Nickerson, Paulick, Scott and Stelk voted aye. Councilmember Haase voted no. Motion adopted.

Deputy City Clerk: Ordinance #9818 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Fitzke, Guzinski, Mendoza, Minton, Nickerson, Paulick, Scott and Stelk voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9818 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Paulick, second by Guzinski to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

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

Approving Preliminary Plat for Copper Creek Estates Subdivision.

#2021-26 - Approving Final Plat and Subdivision Agreement for Iglesia Eban-Ezer Subdivision. It was noted that Iglesia De Dios Eben-Ezer, a Nebraska Non-Profit Corporation and Home Federal Savings & Loan Association of Grand Island, beneficiary and Arend R. Baack, owners, had submitted the Final Plat and Subdivision Agreement for Iglesia Eban-Ezer Subdivision

located west of Capital Trail Court and north of Capital Avenue in Grand Island, Nebraska (2 lots, 14.91 acres).

#2021-27 - Approving Final Plat and Subdivision Agreement for NuView Second Subdivision. It was noted that Eliseo Calderon, owner, had submitted the Final Plat and Subdivision Agreement for NuView Second Subdivision located east of Saint Paul Road and north of 9th Street in Grand Island, Nebraska (2 lots, 0.75 acres).

#2021-28 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (NNN Grand Island NE Owner LP- 115 Wilmar Avenue and Northcott Company- 106 Wilmar Avenue).

#2021-29 - Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (NNN Grand Island NE Owner LP- R & D Investments, LLC- 115 Wilmar Avenue and Northcott Company- 106 Wilmar Avenue).

#2021-30 - Approving Supplemental Agreement No. 1 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2017 Fiscal Year Transportation Planning Program to reallocate the amount of \$233.85 to HDR Engineering, Inc..

#2021-31 - Approving Supplemental Agreement No. 1 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year Transportation Planning Program to reallocate the amount of \$7,460.36 to HDR Engineering, Inc.

#2021-32 - Approving Supplemental Agreement No. 1 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2019 Fiscal Year Transportation Planning Program to reallocate the amount of \$22,275.50 to HDR Engineering, Inc.

#2021-33 - Approving Supplemental Agreement No. 1 with NDOT for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2020 Fiscal Year Transportation Planning Program to reallocate the amount of \$3,875.28 to HDR Engineering, Inc.

#2021-34 - Approving Amendment No. 2 to Engineering Consulting Agreement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 with JEO Consulting Group, Inc. of Grand Island, Nebraska for an increase of \$423,520.00 and a Revised Contract Amount of \$1,708,450.00.

#2021-35 - Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Kaelin- 4020 Cannon Road).

#2021-36 - Approving Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (Kaelin- 4020 Cannon Road and Carraher- 4001 Mason Avenue).

#2021-37 - Approving Temporary Construction Easements for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5.

#2021-38 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2021 with Morten Construction LLC of Kearney, Nebraska in the amount of \$772,950.00.

#2021-39 - Approving the Submission of the Community Development Block Grant Coronavirus Response Round Three Activities.

#2021-40 - DELL Computer Equipment Replacement for 2021fiscal year in the amount of \$49,586.00.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of February 10, 2021 through February 23, 2021 for a total amount of \$4,349,479.01. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:54 p.m.

Jill Granere
Deputy City Clerk



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-2

#2021-41 - Approving Bid Award - Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station - Spring 2021

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: March 9, 2021

Subject: Precipitator, Bottom Ash and Boiler Industrial Cleaning
– Spring 2021 Outage

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components. Along with the precipitator, the boiler, air preheater, and ductwork must be cleaned twice a year to remove ash deposits that form on the boiler tubes, air preheater, and fallout in the ductwork to maintain efficient operation of this equipment.

The next outage is scheduled for April of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers, and high-pressure water wash of the bottom ash system.

Discussion

The specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Spring 2021 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were solicited from seven potential bidders and there were three responsive bidders. The engineer's estimate for this project was \$180,000. Bids were publicly opened on February 23, 2021.

Bidder	Bid Amount
Meylan Enterprises, Inc. - Omaha, Nebraska	\$ 196,311.99
AIMS Companies - Scottsdale, Arizona	\$ 222,277.75
W-S Industrial Services, Inc. – Council Bluffs, Iowa	\$ 237,893.85

The bids were reviewed by engineering staff and were all deemed to be in compliance with the specifications. All three corporations are responsible bidders who have completed similar scopes of work for the City.

In comparison, the bid from Meylan Enterprises, Inc., was the lowest acceptable bid, was more than the amount estimated. Engineering staff estimated the number of hours needed to complete the work along with the addition of needing to use explosives to remove hard ash in the boiler but did not increase the engineers estimate for the additional needed work.

The cost to perform this work is included in the annual operational and maintenance budget has sufficient funding budgeted, the engineering staff recommends an adjustment to the engineer's estimate by the Department Director.

The bid from Meylan Enterprises, Inc., was otherwise found compliant with the specification.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid of Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with a bid in the amount of \$196,311.99.

Sample Motion

Move to approve the bid in the amount of \$196,311.99 from Meylan Enterprises, Inc., for the Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2021 Outage.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 23, 2021 at 2:00 p.m.

FOR: Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2021 Outage

DEPARTMENT: Utilities

ESTIMATE: \$180,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: January 30, 2021

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: AIMS Companies
Scottsdale, AZ

Bid Security: Argonaut Insurance Company

Exceptions: None

	<u>Materials</u>	<u>Labor</u>	<u>Sales Tax</u>	<u>Base Bid</u>
Abrasive Cleaning:	\$24,526.00	\$12,336.00	\$2,764.65	\$39,626.65
SDA Vessel Hydro:	\$ 2,799.00	\$2,132.00	\$ 369.83	\$ 5,300.83
Air Heater:	\$21,246.00	\$8,528.00	\$2,233.05	\$32,007.05
Boiler Detonation:	\$27,565.00	\$21,440.00	\$3,675.38	\$52,680.38
Hydro Blasting:	\$17,946.00	\$8,528.00	\$1,985.55	\$28,459.55
Vacuuming Services:	<u>\$29,676.00</u>	<u>\$30,048.00</u>	<u>\$4,479.30</u>	<u>\$64,203.30</u>
Total Base Bid:				\$222,277.75

Bidder: W-S Industrial Services, Inc.
Council Bluffs, IA

Bid Security: Merchants Bonding Company
Exceptions: Noted

	<u>Materials</u>	<u>Labor</u>	<u>Sales Tax</u>	<u>Base Bid</u>
Abrasive Cleaning:	\$24,978.00	\$30,340.00	\$3,872.26	\$59,190.26
SDA Vessel Hydro:	\$ 4,432.00	\$ 2,060.00	\$ 454.44	\$ 6,946.44
Air Heater:	\$ 8,640.00	\$19,254.00	\$1,952.58	\$29,846.58
Boiler Detonation:	\$18,340.00	\$16,260.00	\$2,422.00	\$37,022.00
Hydro Blasting:	\$17,552.00	\$18,560.00	\$2,527.84	\$38,639.84
Vacuumping Service:	<u>\$38,068.00</u>	<u>\$23,846.70</u>	<u>\$4,334.03</u>	<u>\$66,248.73</u>
Total Base Bid:				\$237,893.85

Bidder: Meylan Enterprises, Inc..
Omaha, NE

Bid Security: Universal Surety Company
Exceptions: None

	<u>Materials</u>	<u>Labor</u>	<u>Sales Tax</u>	<u>Base Bid</u>
Abrasive Cleaning:	\$5,500.00	\$39,835.00	\$3,400.13	\$48,735.13
SDA Vessel Hydro:	\$2,500.00	\$ 1,300.00	\$ 285.00	\$ 4,085.00
Air Heater:	\$19,710.00	\$ 7,578.00	\$2,046.60	\$29,334.60
Boiler Detonation:	\$13,336.80	\$16,800.00	\$2,260.26	\$32,397.06
Hydro Blasting:	\$10,000.00	\$11,088.00	\$1,581.60	\$22,669.60
Vacuumping Service:	<u>\$27,360.00</u>	<u>\$27,608.00</u>	<u>\$4,122.60</u>	<u>\$59,090.60</u>
Total Base Bid:				\$196,311.99

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

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

P2251

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **MEYLAN ENTERPRISES, INC.** hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPING 2021 OUTAGE; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Meylan Enterprises, Inc.'s bid signed and dated February 19, 2021.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **One Hundred Ninety-Six Thousand Three Hundred Eleven and 99/100 Dollars (\$196,311.99)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

	Materials	Labor	Applicable Sales Tax	Base Bid
Precipitator Abrasive Cleaning (Firm fixed pricing)	\$ 5,500.00	\$ 39,835.00	\$ 3,400.13	\$ 48,735.13
SDA Vessel Hydro Blasting (Firm fixed pricing)	\$ 2,500.00	\$ 1,300.00	\$ 285.00	\$ 4,085.00
Air Heater Hydro Blasting (Firm fixed pricing)	\$ 19,710.00	\$ 7,578.00	\$ 2,046.60	\$ 29,334.60
Boiler Detonation Blasting & Roding (Firm fixed pricing)	\$ 13,336.80	\$ 16,800.00	\$ 2,260.26	\$ 32,397.06
Hydro Blasting Services (Lump Sum – T&M)	\$ 10,000.00	\$ 11,088.00	\$ 1,581.60	\$ 22,669.60
Vacuumping Services (Lump Sum – T&M)	\$ 27,360.00	\$ 27,608.00	\$ 4,122.60	\$ 59,090.60
Total Base Bid			\$ 196,311.99	

Contractor Option 2

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPING 2021 OUTAGE.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **May 9, 2021**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

MEYLAN ENTERPRISES, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

Attorney for the City Date _____

RESOLUTION 2021-41

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2021, according to plans and specifications on file with the Utilities Department; and

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

WHEREAS, Meylan Enterprises, Inc., of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$196,311.99; and

WHEREAS, the bid from Meylan Enterprises, Inc., is within the annual operation and maintenance budget and it is the lowest responsible bid for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, Inc., in the amount of \$196,311.99, for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2021, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-3

**#2021-42 - Approving Bid Award - Boiler Inspection and Repair at
Platte Generating Station - Spring 2021**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: March 9, 2021

Subject: Boiler Inspection and Repair - Spring 2021 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 2021 outage is currently scheduled for April 22, 2021 through May 9, 2021, 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 specifications for Boiler Inspection and Repair - Spring 2021 Outage was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 23, 2021. Specifications were sent to five potential bidders and responses were received as listed below. The engineer's estimate for this project was \$150,000.00.

Bidder	Base Bid
Locke AMI, LLC Olathe, Kansas	\$ 90,158.00
Hayes Mechanical LaVista, Nebraska	\$128,132.00

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 2021 Outage to Locke AMI, LLC of Olathe, Kansas, as the low responsive bidder, with the bid in the amount of \$90,158.00.

Sample Motion

Move to approve the bid of \$90,158.00 from Locke AMI, LLC for the Boiler Inspection and Repair - Spring 2021 Outage at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 23, 2021 at 2:15 p.m.

FOR: Boiler Inspection & Repair – Spring 2021 Outage

DEPARTMENT: Utilities

ESTIMATE: \$150,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: January 31, 2021

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder:	<u>Locke AMI</u> Olathe, KS	<u>Hayes Mechanical</u> La Vista, NE 68128
Bid Security:	Continental Casualty Co.	Great American Insurance Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$24,072.00	\$ 19,400.00
Labor:	\$66,086.00	\$108,390.00
Sales Tax:	\$ <u>0</u>	\$ <u>\$342.00</u>
Total Bid:	\$90,158.00	\$128,132.00

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

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

P2252

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **LOCKE AMI, LLC**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for BOILER INSPECTION AND REPAIR - SPING 2021 OUTAGE; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Locke AMI, LLC.'s bid signed and dated February 10, 2021.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Ninety Thousand One Hundred Fifty-Eight and no/100 Dollars (\$90,158.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:

Mobilization/Demobilization	\$ 24,072.00
Labor (T&M)	<u>66,086.00</u>
Total Base Bid	\$ 90,158.00

Contractor Option 2

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BOILER INSPECTION AND REPAIR-SPING 2021 OUTAGE.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. **Platte Generating Station**, and complete the work on or before **May 9, 2021**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

LOCKE AMI, LLC

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKABy _____ Date _____
MayorAttest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

Attorney for the City Date _____

RESOLUTION 2021-42

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair – Spring 2021, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 23, 2021, 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 \$90,158.00; and

WHEREAS, the bid of Locke AMI, LLC is less than the estimate for Boiler Inspection and Repair - Spring, 2021.

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 \$90,158.00 for Boiler Inspection and Repair – Spring, 2021, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-4

#2021-43 - Approving Platte Generating Station Coal Combustion Residual (CCR) Groundwater Services Task 17 with HDR Engineering

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: March 9, 2021

Subject: PGS - Coal Combustion Residual (CCR) Groundwater Services – Task 17

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

Background

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

Discussion

On September 27, 2016, Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/Run-off Control System Plan for a cost not to exceed \$86,290.00.

On September 24, 2019, Council approved HDR Engineering to complete Tasks 5-9 to include groundwater sampling, fugitive dust control, alternative source demonstration (ASD) investigation, statistical analysis reporting, and preparation of a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill including evaluation of the results of the model for a cost not to exceed \$189,960.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-on and Run-off Control System Plan for a cost not to exceed \$39,970.00. On March 10,

2020, Council approved HDR Engineering to amend Task 10 to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-on and Run-off Control system for an additional cost not to exceed \$14,860.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

On November 26, 2019, Council approved HDR Engineering to complete Task 12 to meet the next phase of the CCR Rule for finalizing the Assessment of Corrective Measures (ACM) and update the CCR Groundwater Certifications including the upgradient well MW-10, Task 12 for a cost not to exceed \$16,600.00.

On March 10, 2020, Council approved HDR Engineering to complete Task 13 for the CCR Groundwater Monitoring and Reporting, including semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports for a cost not to exceed \$47,100.00.

On June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation Services for the detection of contaminants at an increased level for a cost not to exceed \$25,900.00.

On August 11, 2020, Council approved HDR Engineering to complete Task 15 for the CCR Groundwater Services-NDEE Meeting and Corrective Action for the NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report for a cost not to exceed \$35,600.00.

On September 22, 2020, Council approved HDR Engineering to complete Task 16 for the CCR 2020 Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00.

Task 17 is being presented for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports. Task 17 is being presented for a cost not to exceed \$39,900.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks. HDR is providing state-wide consistency across the state of Nebraska with the NDEE.

In accordance with City Procurement Code, plant staff recommends that the Council authorize HDR Engineering continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

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 authorize HDR Engineering, Inc., of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 17 for a fee not to exceed \$39,900.00.

Sample Motion

Move to authorize HDR Engineering, Inc., of Omaha, Nebraska to provide Engineering Services for the Platte Generating Station CCR Groundwater Services –Task 17, for a fee not to exceed \$39,900.00.

TASK ORDER 17

This Task Order pertains to an Agreement by and between the City of Grand Island, NE (CITY), ("OWNER"), and HDR Engineering, Inc. (HDR), ("ENGINEER"), per the January 5, 2018 Master Services Agreement, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 17

PROJECT NAME: **CCR 2021 Groundwater Monitoring & Reporting**

PART 1.0 PROJECT DESCRIPTION:

The intent of the Scope of Services is to conduct the 2021 annual groundwater sampling, statistical analysis, and reporting required by the Environmental Protection Agency's (EPA) coal combustion residuals (CCR) rule [40 CFR, Part 257] and the Nebraska Department of Environment and Energy (NDEE) Title 132 permit, for the Ash Landfill (CCR unit) at the Platte Generating Station (PGS). Statistically significant increases (SSIs) were detected for boron at MW-3 during verification sampling completed July 31, 2018. An Alternate Source Determination (ASD) evaluation was conducted for the published SSI (dated November 14, 2018) at which point an additional upgradient monitoring well (MW-10) and nine downgradient delineation wells (MW-11 through MW-19) were installed. The ASD evaluation, submitted in the 2018 annual report, confirmed the SSI for the PGS Ash Landfill based on the data available at that time, and the City initiated an assessment monitoring program within the 90-day period specified in 40 CFR §257.95.

As a result of entering the assessment monitoring program, groundwater protection standards (GWPS) were established for Appendix IV constituents. During the spring 2019 semiannual sampling event, a statistically significant level (SSL) above the GWPS for cobalt was detected in monitoring well MW-3. The City conducted an ASD (dated October 31, 2019) which included statistical re-analysis of background threshold values (BTVs) with the inclusion of upgradient monitoring well MW-10 and analysis of stormwater samples from within the landfill. Results of the ASD indicated the cobalt concentrations at MW-3 are partially due to spatial variation of naturally existing concentrations, potential upgradient source, and natural cobalt bound to the soil matrix into the surrounding grassland area. Concurrent with the ASD, the City initiated an assessment of remedial measures by characterizing the nature and extent of cobalt at the site and completing an assessment of corrective measures report (dated January 12, 2020). Additional site investigations and monitoring occurred in 2020 with the supplementary data summarized in a Nature and Extent Report Addendum (dated September 24, 2020). In 2021, the eight wells in the CCR/Title 132 groundwater monitoring network will continue to be sampled semiannually, in accordance with the assessment monitoring program requirements (40 CFR §257.96(b)). NDEE is not requiring further sampling of the non-network wells for 2021 pursuant to conference call January 19, 2021 and follow-up email confirmation on February 1, 2021.

The scope of services proposed herein continues HDR's groundwater monitoring and reporting program to complete the 2021 semiannual groundwater sampling, annual groundwater statistical analysis, and reporting required by the EPA's CCR rule and the NDEE Title 132 permit for the PGS Ash Landfill. The groundwater reporting will follow the current Title 132 sampling and analysis plan (SAP) and the CCR monitoring well network certification. Our understanding of task objectives, activities, deliverables, key assumptions, and approaches that HDR will use to complete the work is described below.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Services to be performed by HDR will include the following activities:

Task 17-100 – Groundwater Field Sampling

1. HDR will conduct groundwater sampling for the analysis of CCR rule Appendix III & Appendix IV constituents at the existing CCR Unit. Groundwater sampling will include two (2) separate sampling events (anticipated to occur in April 2021 and October 2021). During each sampling event, CCR network monitoring wells will be sampled for a total of eight (8) monitoring wells, one (1) duplicate sample, and one (1) field blank sample. This will result in a total of 10 samples analyzed each semiannual sampling event. Two (2) additional samples have been included within this Task Order for stormwater samples. The

stormwater samples will be collected by City staff when deemed appropriate. Analytical costs and coordination with the City have been included in this Task Order.

The spring and fall sampling events are anticipated to take up to two (2) field personnel one (1) field day to complete and will include the following activities:

- Contact City one to two weeks in advance to schedule the event, discuss site access and other matters that need to be addressed and coordinate with the laboratory for sample container delivery.
- Complete internal quality control review with field sampling team. Review will include list of supplies/equipment, Health and Safety Plan, the current SAP, and field procedures.
- Collect the sample bottles, coolers, and field equipment required. Set up rental for groundwater pump and water quality meter. Purchase necessary disposable tubing and sampling supplies. Review sample bottles and equipment to assure adequate materials are available for the sampling activities.
- At each well planned for monitoring, the protective casings, well caps, ID labels, and locks will be inspected for integrity. Deficiencies will be documented and reported to the City.
- Collection of static water level and bottom of well casing measurements will be obtained from each of the monitoring wells being sampled and from each delineation well.
- Field measurements of temperature, pH, specific conductivity, turbidity, dissolved oxygen, and oxidation-reduction potential will be collected during purging of each well. Purging and sampling data will be recorded using a groundwater sampling data form. The form will be completed for each well.
- Water level measurements will be collected at each monitoring well, including those not sampled.
- Groundwater samples will be shipped to laboratory for analyses.
- The parameters to be included in the analyses are Appendix III (detection Monitoring constituents) and Appendix IV (assessment monitoring constituents) of the federal CCR Rule at each monitoring well.

Task Deliverables:

- None anticipated

Planned Meetings: None anticipated.

Key Understandings:

1. Groundwater sampling will be completed by HDR personnel with a current Nebraska water well monitoring technician (WWMT) license.

Task 17-200 – 2021 Spring Reporting

Objective:

Evaluate assessment monitoring data collected during the first 2021 semi-annual sampling event in accordance with 40 CFR §257.96(b) and NDEE Title 132, Chapter 7, Section 005.02 to determine if the PGS Ash Landfill has continued exceedances for existing Appendix IV SSLs above the GWPS or if additional SSLs are detected.

HDR Activities:

HDR will analyze the existing CCR monitoring well data collected as part of the first 2021 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the spring 2021 semiannual assessment monitoring event, HDR will review the data, update the facility's database, summarize the sampling event, and perform statistical analysis of the groundwater data in accordance with the facility's most recent SAP and CCR Statistical Method Certification for inclusion in:
 - NDEE Title 132 Semiannual Groundwater Monitoring Report.
 - A technical memorandum with the results of the statistical analysis will be provided to the City and will be included in the Annual CCR Report. The CCR Rule requires an Annual

Groundwater Monitoring & Corrective Action Report; therefore, a CCR report will not be completed for the spring 2021 sampling event.

- CCR Rule notification letter, if necessary, to be placed in the operating record and on the owner or operator's publicly accessible internet site. The notification letter will be developed, as required by the CCR rule, if a new SSL above the GWPS is detected during the April 2021 sampling event for any Appendix IV constituents at the certified groundwater monitoring system for the PGS Ash Landfill.
2. HDR will complete a draft of the NDEE Title 132 Semiannual Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in their operating record (not to be posted to the facility's publicly accessible internet site). The Title 132 Semiannual Groundwater Monitoring Report will be submitted to NDEE (by HDR on behalf of the City; unless otherwise requested).
 3. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include, but are not limited to: notification identifying constituents in Appendix IV that were detected statistically above the GWPS (and not previously identified in prior notifications); notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website.
 4. HDR will develop a groundwater contour map for the spring 2021 sampling event to be included in the Title 132 Semiannual Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

Anticipated Meetings and Site Visits:

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the spring 2021 groundwater sampling event, and comments on the draft Title 132 Semiannual Groundwater Monitoring Report.

Task Deliverables:

- Draft Title 132 Semiannual Groundwater Monitoring Report for the City to review, submitted electronically.
- Final Title 132 Semiannual Groundwater Monitoring Report (one (1) electronic copy and one (1) paper copy to the City and two (2) paper copies to NDEE).
- Notification letter(s), if necessary, to be placed on City's letterhead (for placement in the facility's operating record and publicly accessible internet site).

Key Understandings and Assumptions:

1. HDR will use the SANITAS™ software package, by Sanitas Technologies, Inc., to provide the statistical analysis. Software renewal fees will be required for 2021 and have been included in this Task Order.
2. The NDEE Title 132 Semiannual Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The report will be provided in both electronic format and paper copy to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested). HDR will submit the two paper copies of the report to NDEE at a date which ensures delivery no later than August 1, 2021.
3. In the event notification letter(s) are required by the CCR rule, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting to the operator's publicly accessible internet site.
4. Pending the results of the spring 2021 groundwater sampling event and statistical analysis, verification sampling and reporting may be required. This Task Order does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.
5. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the CCR rule and the NDEE Title 132. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

Task 17-300 – 2021 Fall Reporting

Objective:

Evaluate assessment monitoring data collected during the second 2021 semi-annual sampling event in accordance with 40 CFR §257.96(b) and NDEE Title 132, Chapter 7, Section 005.02 to determine if the PGS Ash Landfill has continued exceedances for existing Appendix IV SSLs above the GWPS or if additional SSLs are detected.

HDR Activities:

HDR will analyze the existing CCR monitoring well data collected as part of the second 2021 semiannual sampling event at the PGS Ash Landfill. Analysis of the data will include the following activities:

1. Upon receiving the laboratory analytical results for the fall 2021 semiannual assessment monitoring event, HDR will review the data, update the facility's database, summarize the sampling event, and perform statistical analysis of the groundwater data in accordance with the facility's most recent SAP and CCR Statistical Method Certification for inclusion in:
 - the Annual Groundwater Monitoring & Corrective Action Report, as required by the CCR rule; and the
 - NDEE Title 132 Semiannual Groundwater Monitoring Report.
2. HDR will complete a draft of the Annual Groundwater Monitoring & Corrective Action Report and provide to the City for review and comment. Comments will be incorporated into the report and final copy will be provided to the City for placement in the operating record and on the facility's publicly accessible internet site.
3. HDR will complete a draft of the NDEE Title 132 Groundwater Monitoring Report and provide to the City for review and comment. Comments will be incorporated into the report and final electronic copy will be provided to the City. HDR will submit the report to NDEE on behalf of the City (unless otherwise requested).
4. HDR will provide copies of notification letters required by the CCR Rule. Notification letters will be prepared in accordance with 40 CFR §257.106. Notifications may include, but are not limited to: notification identifying constituents in Appendix IV that were detected statistically above the GWPS (and not previously identified in prior notifications); notification of an ASD evaluation; and notification to the NDEE of placement of information in the operating record and on the publicly accessible website.
5. HDR will develop a groundwater contour map for the fall 2021 sampling event to be included in the Title 132 Semiannual Groundwater Monitoring Report. Groundwater contours will include groundwater flow direction and an estimated flow velocity.

Anticipated Meetings and Site Visits:

It is anticipated that one (1) conference call will be held with the City and HDR to discuss results of the second 2021 semi-annual sampling event, and the City's comments on the draft Title 132 Semiannual Groundwater Monitoring Report and the CCR Annual Groundwater Monitoring & Corrective Action Report.

Task Deliverables:

- Draft Title 132 Semiannual Groundwater Monitoring Report for the City's review, submitted electronically.
- Final Title 132 Semiannual Groundwater Monitoring Report (one (1) electronic copy and one (1) paper copy to the City and two (2) paper copies to NDEE).
- Draft CCR Annual Groundwater Monitoring & Corrective Action Report for the City's review, submitted electronically.
- Final CCR Annual Groundwater Monitoring & Corrective Action Report (one (1) electronic copy and one (1) paper copy to the City).
- Notification letter(s), if necessary, to be placed on City's letterhead (for placement in the facility's operating record and publicly accessible internet site).

Key Understandings and Assumptions:

1. The NDEE Title 132 Semiannual Groundwater Monitoring Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The report will be provided in electronic format. HDR will submit the paper copy report to NDEE on behalf of the City (unless otherwise requested). HDR will submit the copy of the report to NDEE at a date which ensures delivery no later than February 1, 2022.
2. In the event notification letter(s) are required by the CCR rule, the draft notification letter will be provided in electronic format to the City. The City will place the notification on the City's letterhead prior to placement in operating record and posting to the operator's publicly accessible internet site.
3. The Annual Groundwater Monitoring & Corrective Action Report will be completed by HDR's qualified professional engineer for placement in the facility operating record. The City will place in their operating record the final version of the Annual Groundwater Monitoring & Corrective Action Report no later than January 31, 2022.
4. The City will post the final version of the Annual Groundwater Monitoring & Corrective Action Report to the facility's publicly accessible internet site no later than 30 days after placement in the operating record (by March 2, 2022).
5. Pending the results of the fall 2021 groundwater sampling event and statistical analysis, verification sampling and reporting may be required. This Task Order does not include verification sampling. If necessary, an amendment to the scope and fee will be submitted to the City.
6. The scope of this work does not include an ASD or reporting requirements specified under the Corrective Action Monitoring Program in the CCR rule and the NDEE Title 132. In the event a formal ASD or Corrective Action Monitoring reporting is required, an amendment to the scope and fee will be provided to the City.

PART 3.0 OWNER'S RESPONSIBILITIES:

1. The City will provide access to the site related to the PGS Ash Landfill.
2. The City will place reports and documents in the facility operating record.
3. The City will post the 2021 Annual Groundwater Monitoring & Corrective Action Report on their CCR website within 30 days of placing report in the facility operating record.
4. The City will place draft notification on City letterhead, finalize, sign, and submit notification to NDEE that the 2021 Annual Groundwater Monitoring & Corrective Action Report was placed in operating record and posted to the CCR website.

PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule outlined below is proposed by HDR based on anticipated approval by March 23, 2021.

CCR 2021 Groundwater Monitoring & Reporting	Start Date	End Date
Contract Award	March 2021	
Task 17-100 – Groundwater Sampling		
1 st Semi-Annual Groundwater Sampling Event (completed by HDR)	April 2021	April 2021
2 nd Semi-Annual Groundwater Sampling Event (completed by HDR)	October 2021	October 2021
Stormwater Sampling Event(s) (completed by the City)	TBD	TBD
Task 17-200 – 2021 Spring Reporting		
Statistical Analysis & Draft Title 132 Groundwater Report to the City	May 2021	June 2021
Final Title 132 Groundwater Report to the City	July 2021	July 2021

CCR 2021 Groundwater Monitoring & Reporting	Start Date	End Date
HDR to Submit Final Title 132 Groundwater Report to NDEE	No later than August 1, 2021	
Notification Letter(s), as necessary	TBD	TBD
Task 17-200 – 2021 Fall Reporting		
Statistical Analysis & Draft Title 132 & CCR Annual Groundwater Reports to the City	Nov. 2021	Jan. 2022
Final Title 132 & CCR Annual Groundwater Reports to the City	Jan. 2022	Jan. 2022
City to Place CCR Annual Report in Operating Record	No later than January 31, 2022	
City to Place CCR Annual Report on CCR website	No later than March 2, 2022	
HDR to Submit Final Title 132 Groundwater Report to NDEE	No later than February 1, 2022	
Notification Letter(s), as necessary	TBD	TBD

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Thirty-Nine Thousand Eight Hundred dollars (\$39,900). The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee
Task 17-100	Groundwater Field Sampling (2 Events)	\$17,700
Task 17-200	2021 Spring Reporting	\$9,200
Task 17-300	2021 Fall Reporting	\$13,000
TOTALS		\$39,900

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.2 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, meals, equipment rental and field supplies, subconsultants, subcontractors, technology charge, telephone, telex, shipping and express, and other incurred expenses.

HDR will add ten percent (10%) to invoices received by HDR from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses. Eurofins TestAmerica will be the contracted subcontractor for laboratory services.

This Task Order is executed this _____ day of _____, 2021.

CITY OF GRAND ISLAND, NE

"OWNER"

BY:

NAME:

TITLE:

ADDRESS:

HDR ENGINEERING, INC.

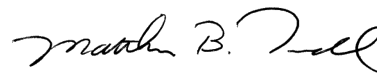
"ENGINEER"

BY:

NAME:

TITLE:

ADDRESS:



Matthew B. Tondl

Senior Vice President

1917 S 67th St

Omaha, NE 68106

RESOLUTION 2021-43

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016 Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan at a cost not to exceed \$86,290.00; and

WHEREAS, on September 24, 2019 Council approved HDR Engineering to complete Tasks #5-9 to allow compliance with the CCR Rule at an amount not to exceed \$189,960.00; and

WHEREAS, on October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plant at a cost not to exceed \$39,970.00; and Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting at a cost not to exceed \$12,990.00; and

WHEREAS, on November 26, 2019, Council approved HDR Engineering to completed Task 12, upgradient Well MW-11, at a cost not to exceed \$16,660.00; and

WHEREAS, to ensure continued preparation and to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-on and Run-off Control System, Task 10-300, it is recommended that HDR Engineering continue with these tasks. Task 10-300 is being presented at a cost not to exceed \$14,860.00; and

WHEREAS, on March 10, 2020, Council approved Task 13 for the CCR Groundwater Monitoring and Reporting which included semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports at a cost not to exceed \$47,100.00; and

WHEREAS, on June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation Services for the detection of contaminants at an increased level at a cost not to exceed \$25,900.00; and

WHEREAS, on August 11, 2020, Council approved Task 15 for the CCR Groundwater Services – NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report at a cost not to exceed \$35,600.00; and

Approved as to Form	by _____
March 5, 2021	City Attorney

WHEREAS, on September 22, 2020, Council approved Task 16 for the CCR Groundwater Services for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00; and

WHEREAS, Task 17 is being presented for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports at a cost not to exceed \$39,900.00; and

WHEREAS, to ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with Task 17 for the 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports CCR at a cost not exceed \$39,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 17 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$39,900.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-5

#2021-44 - Approving Emergency Procurement of Generator Fuel Oil

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: March 9, 2021

Subject: Emergency Procurement of Generator Fuel Oil for
Burdick Station

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

Background

Along with the coal-fueled Platte Generating Station and our shares of the coal units at Nebraska City 2 and Whelan 2, Grand Island Utilities Department (GIUD) operates the units at Burdick Station to support our local and regional power commitments. Burdick utilizes natural gas as the primary fuel source, with fuel oil as a backup source in the event of natural gas either being not attainable or cost prohibitive.

Natural gas prices are normally about \$2.00 to \$2.50 per unit, however, prices were at \$250.00 during several days in February due to colder weather conditions across the country. Gas pricing reflects supply and demand as well as transportation conditions, therefore, extremely high and volatile prices like this are a sign of serious issues or limitations of the gas supply system.

Grand Island Utilities was also advised by the regional power dispatcher of a heightened operational notice due to concerns of forecast load demands and possible energy delivery constraints such as natural gas supplies, meaning all of our available units were likely to be called on for generation beginning February 14. This emergency situation continued until February 18, 2021, during which time we operated the Burdick units on diesel fuel because of the extreme pricing of natural gas and used approximately 325,000 gallons of fuel oil. The fuel oil inventory is critical to ensuring generation capability during emergency situations and fuel oil deliveries ordered during this time allowed the units to remain online and eventually restore fuel oil inventories.

City Procurement Code requires that purchases over \$40,000.00 for the electric utility fuel purchases be formally advertised for bid, and a contract be approved by Council. The Procurement Code also allows Council to issue a declaration of emergency and authorize emergency procurement based on the most competitive method that the situation allows.

Discussion

It was determined that it was imperative that fuel oil be available for use at Burdick for the week of February 14, 2021, therefore, plant staff was directed to immediately restore the Burdick fuel oil inventory to the necessary levels. The cost to date is as follows, with pricing obtained by competitive quotes from local suppliers under the provisions of City Code Section 27-13, Emergency Procurements, in order to protect the welfare of the public by supporting area power requirements and minimizing financial impact.

<u>Supplier</u>	<u>Gallons</u>	<u>Price</u>
Bosselman Energy	88,908	\$212,983.13
Sapp Bros.	136,998	\$332,539.06
Aurora Co-op	23,130	\$ 56,806.95

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 authorize the Emergency Procurement of Generator Fuel Oil for Burdick Station for \$212,983.13 from Bosselman Energy, \$332,539.06 from Sapp Bros., and \$56,806.95 from Aurora Co-op.

Sample Motion

Move to approve authorize the Emergency Procurement of Generator Fuel Oil for Burdick Station for \$212,983.13 from Bosselman Energy, \$332,539.06 from Sapp Bros., and \$56,806.95 from Aurora Co-op.

RESOLUTION 2021-44

WHEREAS, the Burdick Station utilizes natural gas as a primary generation fuel and fuel oil as a backup generation fuel; and

WHEREAS, recent weather conditions throughout the country caused a dramatic increase in natural gas prices and regional electric system demand and resulted the use of diesel fuel oil at Burdick Station for an extended time and low fuel oil inventories.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an emergency procurement of Generator Fuel Oil for Burdick Station of \$212,983.13 from Bosselman Energy (88,908 gallons), \$332,539.06 from Sapp Bros. (136,998 gallons), and \$56,806.95 from Aurora Co-op (23,130 gallons) be authorized to protect the welfare of the public by supporting area power requirements and minimizing financial impact.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-6

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 9, 2021

Subject: Consideration of Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2021 Divine Mercy Sunday Procession

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

Background

St. Mary's Cathedral has submitted a request to use both City streets and State highway for the Divine Mercy Sunday Procession, which is scheduled to take place on Sunday, April 11, 2021 from approximately 3:00 pm to 4:30 pm. St. Mary's Cathedral is seeking Council approval and notice to the Nebraska Department of Roads for the route, which is the same as previous years, of such event.

Discussion

The Divine Mercy Sunday Procession will require the use of City streets, as well as crossing US Highway 30 (2nd Street). Please see the attached map for the route.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

St. Mary's Cathedral did submit the City's Public Event Application, which has been reviewed by the appropriate departments with no comments or issues noted for denial of such request.

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 St. Mary's Cathedral's route for the 2021 Division Mercy Sunday Procession and direct that the Nebraska Department of Roads be notified of this action.

Sample Motion

Move to approve the resolution.



BEGIN
BLESSED SACRAMENT
CHURCH

ST. PAUL AVE

STATE ST

17TH ST

10TH ST

13TH ST

4TH ST

BROADWELL AVE

EDDY ST

SYCAMORE ST

6TH ST

LINCOLN AVE

2ND ST

WALNUT ST

OLD LINCOLN HWY

END
SAINT MARY'S
CATHEDRAL

DIVINE MERCY PROCESSION ROUTE

RESOLUTION 2021-45

WHEREAS, St. Mary's Cathedral has made application with the City of Grand Island to use City streets and State highway for the Divine Mercy Sunday Processions; and

WHEREAS, St. Mary's Cathedral has worked with the City in planning the procession route; and

WHEREAS, specific wording is required by the Nebraska Department of Transportation (NDOT) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Divine Mercy Sunday Procession to be held on April 11, 2021; and

WHEREAS, the route for the special event necessitates the usage of US Highway 30; crossing at Walnut Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on April 11, 2021, with the control of US Highway 30 at the intersection of Walnut Street being assumed by the City at 3:00pm on April 11, 2021 and ending at 4:30 pm on April 11, 2021, at which time control of US Highway 30 at the intersection of Walnut Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the Divine Mercy Sunday Procession to be held on April 11, 2021 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Transportation shall be notified of the approved route and this Notice.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-7

#2021-46 - Approving Transit Scheduling System

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: March 9, 2021

Subject: Approving Transit Scheduling System

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

Background

The State of Nebraska Department of Transportation (NDOT) issued a Request for Qualifications on January 13, 2020 for the purpose of prequalifying contractors to provide Transit Scheduling Software. Per Federal Transit Administration regulations, the City of Grand Island can participate in the State of Nebraska's group procurements for the purpose of obtaining equipment and services.

Discussion

On February 12, 2020 nine (9) vendors submitted, with seven (7) being qualified, for providing Transit Scheduling Software. RouteMatch Software, LLC. Atlanta, Georgia was selected as the top vendor based on the pre-approved selection criteria.

- Corporate Overview
 - The ability, capacity, and skill of the Contractor to deliver and implement the system or project that meets the requirements of the solicitation;
 - The character, integrity, reputation, judgement, experience, and efficiency of the Contractor;
 - Whether the Contractor can perform the contract within the specified time frame;
 - The quality of vendor performance on prior contracts;
 - Such other information that may be secured and that has a bearing on the decision to prequalify;
- Technical Approach as described in the Project Requirements Matrix and Technical Requirements Matrix; and
- Cost Proposal.

Total cost of the Transit Scheduling Software from RouteMatch Software, LLC, which includes the components, along with associated items as listed in Exhibit A: Cost Tables (attached for review) is \$184,804.00. As the implementation of this software will allow

for contactless transactions and improved availability of service, 100% of the contract cost will be paid for with CARES funding which has been allocated directly to the Transit Division of the Public Works Department. There is no City match required.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Transit Scheduling Software from RouteMatch Software, LLC in the amount of \$184,804.00.

Sample Motion

Move to approve the resolution.

**EXHIBIT A
COST TABLES**

Cost Proposal Summary							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	\$10,076						\$10,076
Initial System Implementation and Training	\$10,998						\$10,998
Annual System Maintenance and Support		\$46,515	\$21,324	\$21,324	\$21,964	\$21,964	\$133,090
Total	\$21,074	\$46,515	\$21,324	\$21,324	\$21,964	\$21,964	\$154,164

OPTIONAL CAPABILITIES: Customer App Costs							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Price	\$15,000	\$10,150	\$3,979	\$3,979	\$3,979	\$3,979	\$41,066

OPTIONAL CAPABILITIES: Cellular Data (Excludes Startup Costs as CRANE already owns the devices, But increases annual per vehicle fee, from \$180 to \$336, to accommodate CRANE's requirement for upgraded Navigation App)							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Price	\$0	\$4,368	\$4,368	\$4,368	\$4,368	\$4,368	\$21,840

TOTAL PRICE : Cost Proposal Summary PLUS Customer App Costs							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	\$10,076						\$10,076
Initial System Implementation and Training	\$10,998						\$10,998
Annual System Maintenance and Support		\$61,033	\$29,671	\$29,671	\$30,311	\$30,311	\$180,996
Total	\$36,074	\$61,033	\$29,671	\$29,671	\$30,311	\$30,311	\$217,070

<i>Partnership Discount</i>	<i>-\$6,074</i>	<i>-\$10,276</i>	<i>-\$3,979</i>	<i>-\$3,979</i>	<i>-\$3,979</i>	<i>-\$3,979</i>	<i>-\$32,266</i>
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CONTRACT TOTAL	\$30,000	\$50,757	\$25,692	\$25,692	\$26,332	\$26,332	\$184,804
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System Planning and Design Costs Worksheet					
Costs for this phase should include labor, travel, and any other costs associated with development of the System Deployment Document, the System Acceptance Plan, and the System Maintenance and Support Plan.					
Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$10,076				
Base or Extended Cost	\$10,076				\$10,076
<i>Line Item Component Costs</i>					
Deployment Plan	\$4,876				
Acceptance Test Plan	\$2,600				
Maintenance and Support Plan	\$2,600				
Other Costs (Describe)					

Initial System Implementation Costs

Costs for this phase should include labor, equipment, travel, and any other costs associated with system deployment and integration, purchase and installation of devices for reading fare media if applicable, system documentation, initial and follow-up onsite training, and completion of acceptance testing.

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$10,998				
Base or Extended Cost	\$10,998				\$10,998
<i>Line Item Component Costs</i>					
System Deployment, Integration	\$4,794				
Purchase/Install Fare Media Equip.	-				
System Documentation	\$541				
Initial and Follow-on Onsite Training	\$5,122				
Acceptance Testing	\$541				

Annual System Maintenance and Support Costs

Costs for this recurring annual phase should include labor, license fees, equipment, travel, hosting, web services, and any other costs associated with licensing for all system components; hosting and web services for all system components; ongoing maintenance, support, and training; equipment warranty if applicable; and fare payment media if applicable. Separate tables are provided for subsequent years of the contract, up to a maximum of (5) five years.

Year 1 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,437	\$1,200	\$2,806		
Base or Extended Cost	\$6,437	\$3,600	\$36,478		\$46,515
<i>Line Item Component Costs</i>					
Licensing	\$6,437	\$0	\$2,806		
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	Included	Included	Included		
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)					

Year 2 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,660	\$1,651	\$747		
Base or Extended Cost	\$6,660	\$4,953	\$9,711		\$21,324
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	\$451	\$747		
Equipment Warranty					
Fare Payment Media					
Annual Onsite Training	\$3,060				

Year 3 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,660	\$1,651	\$747		
Base or Extended Cost	\$6,660	\$4,953	\$9,711		\$21,324
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	\$451	\$747		
Equipment Warranty					
Fare Payment Media					

Other Costs (Describe)	\$3,060				
Year 4 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,860	\$1,701	\$769		
Base or Extended Cost	\$6,860	\$5,102	\$10,002		\$21,964
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,236			
Maintenance, Support, Training	\$3,708	\$465	\$769		
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)	\$3,152				
Year 5 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,860	\$1,701	\$769		
Base or Extended Cost	\$6,860	\$5,102	\$10,002		\$21,964
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,236	\$769		
Maintenance, Support, Training	\$3,708	\$465			
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)	\$3,152				

EXHIBIT B
SUPPLEMENTAL TERMS AND CONDITIONS

1. Products, Licenses and Services. For purposes of this Exhibit B, Deliverables shall mean the products, software licenses and/or services as described in this Agreement or each Order Form (as defined herein) (the **"Deliverables"**). Order Form shall mean other transaction documents such as a purchase order, statement of work, change order entered into between the parties from time to time (each an **"Order Form"**). Upon execution, each Order Form is expressly incorporated into, made a part of, and governed by the terms of this Agreement.

2. Modifications. The Deliverables are subject to modifications, enhancements, additions and subtractions of functionalities, features and display form and formats, from time to time (**"Modifications"**) at Company's sole discretion. Such Modifications shall not materially diminish the functionality of the Deliverables provided, and the Deliverables shall continue to perform according to the description of the Deliverables agreed to in a Request for Proposal in all material aspects.

3. Fees. All Fees are exclusive of all taxes. Company is not withholding any sales tax which may result from Client's purchases made under this Agreement. Client is solely responsible for payment of any and all of its taxes, including, without limitation, sales or use taxes, franchise taxes, intangible taxes, and property taxes resulting from its purchases made under this Agreement. If Client is exempt from the obligation to pay taxes, Client shall provide Company with evidence of such tax-exempt status as reasonably required by Company.

4. Term. This Agreement shall commence on the Effective Date. Each Deliverable shall begin when detailed below and last for as long as indicated below (**"Term"**).

- (a) Software Licenses: Perpetual term beginning on the date of activation, unless otherwise indicated in product-specific terms and conditions.
- (b) Professional Services: Begins on Effective Date and lasts through 'System Acceptance' as defined below, or as otherwise indicated on any Order Form or this Agreement.
- (c) Support and Maintenance: Begins when Client first uses the Software or Hardware in its daily operations and lasts so long as Client is paying for it, or as otherwise indicated on any Order Form or this Agreement.
- (d) Data Plan: Begins on the date the plan is activated on the hardware using the data plan and lasts so long as Client is paying for it, or as otherwise indicated on any Order Form or this Agreement.
- (e) Hosting Services: Begin on the date Company activates the Software and provides Client with valid usernames and passwords which enable Client to access the Software over the internet using a computer that meets the System Requirements and lasts so long as Client is paying for it, or as otherwise indicated on any Order Form or this Agreement.

5. Clients Obligations.

- (a) Point of Contact. Client's representative responsible for all communications between Company and Client throughout the Term of the Agreement shall be Ms. Charley Falmlen (the **"Point of Contact"**). Such individual shall be responsible for scheduling all appointments; delivering and receiving all correspondence related to installation; data conversion, training, and technical support; and arranging communications and support from Company representatives, as requested. Client may upon written notice to Company, for which email confirmed receipt shall suffice, name a new Point of Contact at any point during the Term.
- (b) Implementation Work Plan. Time is of the essence in the performance of the Agreement. Any delay in the implementation of the project due to the acts or omissions of Client, its employees, subcontractors, agents, shall not constitute a delay in Company's performance, and shall not delay or prevent payment of any amount due to be paid to Company.
- (c) Software Installation. Client shall make available an IT manager-level representative, capable of providing Company administrative access to all of Client's applicable computers, vehicles, workstations and servers, in order to assist Company during the Software installation period. Client shall provide Company with two (2) hours of down time per vehicle and workstation, in which Company has complete, uninterrupted access to each vehicle or workstation in order to equip such vehicle or workstation with the applicable Software.
- (d) Data Conversion. When Company is providing any data conversion services, Client is solely responsible for delivering all business and related data for use with the Software in an acceptable format (Microsoft Excel, template to be provided by Company) to expedite data conversion services.
- (e) Training. Client shall make all of its Authorized Users directed by Client to receive training of any kind from Company available for an agreed number of uninterrupted, dedicated eight (8) hour training days as part of the Professional Services.
- (f) Customer Support. During the Term, Client shall: (a) follow and comply with the Support and Maintenance terms and conditions contained herein; (b) direct all technical and Customer Support questions and communications through the Point of Contact; and (c) provide the necessary and qualified personnel, as requested by Company, to assist in completing the Project.
- (g) Communications Network. Each party's performance of this Agreement requires Client use a reputable, dependable, and compatible public data network and a high-speed internet connection. Client is required to provide and has the sole responsibility to contract directly with a such data carrier and internet service provider for the requirements necessary to use the products and or services purchased by it. Client is solely responsible for making arrangements with a local access provider for installation and ongoing

maintenance of such a connection, with sufficient data throughput to meet Client's anticipated data needs. Client is solely responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing any network, including internet access fees, hardware, and telecommunications charges.

(h) Workstation Set Up. Client shall provide the requisite space, power and network connections for all its own workstations. Client shall provide all telephone, computer, hardware and software equipment and services necessary to access and use the Deliverables. Client shall provide all its own necessary information technology services to fulfill the forgoing. Company shall have no liability for Client's equipment or its failure to maintain or meet requirements applicable to its equipment.

(i) Company Access. In order to inspect Client's computers and Software in any reasonable manner to provide support and to verify Client's compliance with the terms of this Agreement, Client authorizes Company representatives to enter Client's premises during regular business hours, or to connect remotely to Client's computers and/or servers on which the Deliverables are used, or is to be, installed.

6. Right to Suspend Services. Company may temporarily suspend access to any of the Deliverables purchased by Client immediately, without notice, only if: (a) an interruption of service is necessary to prevent or protect against fraud or otherwise protect Company's rights in the Deliverables, or its personnel, or facilities (b) Client breaches or otherwise fails to comply in any material respect with the software licensing restrictions or obligations, and it is unfeasible for Company to wait for Client to cure such a breach given the specific circumstance of such a breach; or (c) the suspension is in accordance with an order, instruction or request of a government, an emergency service organization or other administrative agency having appropriate jurisdiction. The suspension shall be without prejudice to any other right or remedy Company may have arising out of Client's uncured breach or non-compliance with this Agreement.

7. Feedback. From time to time, Client may submit suggestions, enhancement requests, recommendations or other feedback to Company respecting its use of and interaction with the Software, in the course of its use of the Software, or while receiving hardware installation, support and maintenance, or professional services ("**Feedback**"). Client grants Company a perpetual, royalty-free and irrevocable right and license to freely use, reproduce, modify, adapt, publish, copy, disclose, sublicense, transmit, distribute, create derivative works from, sell and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Client's Confidential Information, and nothing in this Agreement shall limit Company's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

8. Termination. Promptly upon termination of this Agreement for any reason, Client shall return or destroy, as requested by Company, all Deliverables in the possession, custody or control of Client and all other copies or materials pertaining to the Deliverables. Client agrees to and shall certify to Company in writing and under oath Client's compliance with all of the terms and conditions of this section promptly upon Company's request.

9. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY STATE LAW, THE CUMULATIVE LIABILITY OF COMPANY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY CLAIMS OR CAUSES OF ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO LIMIT COMPANY'S LIABILITY DIRECTLY TO ANY THIRD PARTY.

10. DISCLAIMER OF DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY; OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGED, IN SUCH JURISDICTIONS COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Representations and Warranties. Each party represents and warrants that: (a) it has the all of the necessary right, power and authority to enter into this Agreement, to grant rights in all intellectual property to the other party, and fully perform its obligations hereunder; (b) this Agreement does not and will not conflict with any agreement between it and any other party; and (c) it has all necessary international, federal, state and all other applicable governmental authorizations to operate and perform its obligations under this Agreement.

12. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, treaties, rules, regulations, and ordinances in its performance under this Agreement, including without limitation: (1) all Federal Communications Commission rules and regulations; (2) all privacy and security requirements, including those, if applicable, pertaining to medical devices or location-based services; and (3) all consumer protection rules and regulations.

13. Third Party Warranties. The warranties provided herein by Company do not apply to third party products or services furnished to Client under this Agreement. Such products are provided on an as-is basis to Client, and where applicable, subject only to warranties issued by such third party, which shall be assigned to Client by Company. Unless otherwise specified, Client agrees to proceed directly and exclusively against such third-party supplier with respect to any claims of warranty.

14. No Third-Party Rights. The representations, warranties, covenants and agreements contained in this Agreement are for the sole

benefit of the Parties and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.

15. Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Injunctive Relief. Client acknowledges that, in the event of Client's breach of any of the provisions of this Agreement, Company shall not have an adequate remedy in money or damages. Company shall be entitled to seek an injunction against such breach from any court of competent jurisdiction and Company's right to obtain injunctive relief shall not limit its right to seek any and all further remedies for any breaches under this Agreement.

17. Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

Each of the below sections are made a part of this Agreement upon Client's purchase of the products or services addressed by each section.

SOFTWARE END USER LICENSE AGREEMENT

1. License. Company grants Client a non-exclusive, non-transferable, limited, revocable, right and license to install and use the Company's commercially available software products ("**Software**") purchased by Client in an applicable Order Form (the "**License**") for its own internal business use in strict accordance with this Agreement. Any re-sale, sublicense, distribution in whole or in part is prohibited. The Software is made available on a limited license basis, and no ownership right is conveyed to Client, irrespective of the use of terms such as "purchase" or "sale". Company has and retains all right, title and interest, including all intellectual property rights, in and to the Software and Documentation. Except as set forth above, nothing contained in this Agreement shall be construed as conferring buy implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of Company. All licenses not expressly granted by Company are reserved.

2. Documentation. Company grants Client a non-exclusive, non-transferable, limited, revocable, internal right and license to Client to access and use the Company's user manuals, user guides, flip books, pocket guides, videos, web training, checklists, presentations and all other product documentation and instructions made available to Client relating to its use of the Software (collectively, the "**Documentation**"). Client may make and distribute copies of the Documentation for use by Users in connection with use of the Products and Services in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.

3. Authorized Users. Client may designate as many employees to use the Software as purchased in an applicable Order Form (each, an "**Authorized User**").

4. Authorized Vehicles. Client may manage as many vehicles with each item of the Software as indicated in an applicable Order Form (the "**Vehicles**").

5. Rights and Obligations.

(a) Client has the right to

- (1) for the purpose of serving its internal business needs allow its Authorized Users to access the Software via the internet from a Company hosted server through a network using computers and software that meet the system requirements appearing herein;
- (2) display the Software on machines associated with computer(s) which conform to the system requirements set forth in the Agreement;
- (3) make copies of the Documentation, but no more than the amount reasonably necessary for internal reference in connection with Clients Authorized Users use of the Software.

(b) Client shall not:

- (1) Otherwise copy, change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software or Documentation;
- (2) directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software or Documentation; or separate the components of the Software or Documentation;
- (3) copy or provide any third party with access to or use of any of the Software or Documentation without the prior written consent of Company;
- (4) remove any trademark notice, copyright, or other restrictive legend from any material contained in or on the Software or Documentation
- (5) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or
- (6) use any trademarks, service marks, or logos of Company without advance, written permission.
- (7) transfer any of Client's rights or obligations under this Agreement without the advance, written consent of an officer of Company. In the case of such an assignment, Client shall:

- i. keeps no copies of the Software or Documentation;
- ii. transfers Client's entire rights and obligations under this Agreement;
- iii. ensure the transferee agrees in writing to the terms and conditions of this Agreement.

After any assignment in compliance with this section, after which time Client shall no longer have the right to use the Software or documentation. Any attempted transfer or assignment of any of Client's rights or obligations under this Agreement without Company's advance written consent shall be null and void.

6. Hardware Requirements. Client is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at its' site as required to access, use, operate the Software consistent with the specifications provided to it from time to time. Future versions of the software may require increased processing capacity and updated operating systems. Client is responsible for complying with the then current technical requirements.

7. License to Client Data. Client hereby grants Company a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data of Client, its customers, and its users, that is submitted by or imported by Client into the Software in connection with Client's use of the Software (collectively, "**Client Data**") solely and only as necessary for the limited purpose of the Software performing the services. Client shall own and retain all right, title and interest in and to the Client Data.

8. Limited Warranty.

- (a) Company warrants during the Term of the Hosting Services, the Software, including any 3rd party software that is integrated into the RM Software, shall substantially conform in all material respects to the specifications set forth in the Documentation.
- (b) This limited warranty does not apply to: (i) Software that has been repaired, installed, maintained or modified by persons other than Company or its authorized agents; (ii) Software that has been damaged as a result of any misuse, accident, Client negligence, use within any application or system for which the Software was not designed or intended, or any other cause other than ordinary use; (iii) Software that has been damaged due to improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, other irregularities or water damage, and Software that has been subjected to abnormal physical or electrical stress; or (iv) Software that has been damaged by third party software or software drivers. This limited warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and the Documentation in an operating environment in compliance with the specifications and requirements.
- (c) Client's sole and exclusive remedy for breach of this warranty and Company's entire obligation hereunder shall be to repair or replace any nonconformities in the Software. Company's obligation to do so shall only arise if Client has notified Company of such nonconformity in writing within the Warranty Period and the nonconformity can be verified. In the event that Company does not correct a material nonconformity after it has made an economically reasonable effort to do so, or if Company determines that it is not economically reasonable to make such correction, , then Client may pursue any other remedy permitted under this Agreement.
- (d) EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS", AND COMPANY AND ITS THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, OR SATISFACTORY QUALITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY COMPANY OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. COMPANY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, APPLICATIONS, UTILITIES, MEMORY RESIDENT PROGRAMS, OR DATA; (C) THE PRODUCTS AND ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.
- (e) Company assumes no responsibility for the use of superseded, outdated, modified, combined or uncorrected versions of the Software. The warranty stated in this section does not apply should the Client reject or not use any previously provided Software corrections, updates, patches, or modifications supplied or made available to it.

9. Proprietary Rights and Restrictions. The Software and Documentation is the sole property of Company and contains copyrighted, confidential and trade secret information which may not be disclosed to any third parties absent advance, written consent of Company. Client shall keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Client shall take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the confidential

information, Software and Documentation.

10. Further Restrictions. Client may not use the software to: (i) provide competitive information about Routematch or its third-party suppliers to anyone; (ii) create or assist in the creation of a digital map database of any kind; (iii) assist or use in in-flight navigation.

11. License to Resulting Data. Company may collect and store analytical and usage data arising out of Client's use of the Software ("**Analytic Data**"). Client grants to Company a limited, non-exclusive, perpetual, worldwide, royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Analytic Data collected during the term of the Agreement solely for (i) purposes of providing services to Client (including providing to third parties, as necessary), and (ii) benchmarking, analysis, improvement, reporting on, promotion of and further development of the Software. Company shall not use or disclose the Analytic Data in a manner which would identify Client without its advance written permission. Company shall store all collected data in compliance with all applicable laws.

12. Export Control Laws. The Client shall not export or re-export the Software, any part thereof, to any country, person or entity subject to United States export restrictions. Furthermore, Client agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped.

13. Government Entity Rights. When applicable, use, duplication or disclosure of the Software and Documentation by certain Federal Government Clients is subject to rights and restrictions set forth in DFARS 252.227-7013, FAR and 48 CFR 52.227-19. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government's rights shall control. Manufacturer of certain components of the Software is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed Products are © 2006-2017 by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Software is a trade secret and a proprietary commercial product and not subject to disclosure. If Client is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Client hereby agrees to protect the Software from public disclosure and to consider the Software exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Software. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Software shall be terminated and considered immediately null and void. Any copies of the Software held by Client shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Software shall immediately be destroyed.

14. Included open source components. Portions of the Software may use or contain open source software components and programs. In such cases, the use of the Software shall be additionally governed by the terms of any open source licenses embedded therein. The list of open source software and license terms is available at https://www.routematch.com/RM_3rd_Party.pdf.

HARDWARE TERMS AND CONDITIONS

Company shall deliver to Client the electronic devices, cradles, and mounts, as set forth in an applicable Order Form (the "**Hardware**").

1. Installation. As set forth in an applicable Order Form Company shall provide installation services itself or arrange for a qualified third-party installer to install the purchased Hardware in the Vehicles.

2. Warranties. Client shall be the beneficiary of the standard manufacturer's warranties issued by manufacturers for each piece of Hardware it purchases. The length of and breadth of coverage of each warranty varies by manufacturer and product. During the period of such manufacturer warranty, Client shall look solely to the Hardware manufacturer for any warranty claim. Company shall also provide a one-year warranty on any installation of the Hardware it performs, if such installation is proven to be defective. This installation warranty applies separately to each installation performed and shall begin immediately upon completion of an applicable installation. Before making an installation warranty claim to Company, Client shall troubleshoot the issue internally under its standard operating procedures. If necessary, Client shall be responsible for removing any Hardware from its vehicles and shipping such Hardware to Company at Client's expense and at Company's direction. If the warranty claim is not covered by the manufacturer's warranty, and the Client wants the Hardware repaired by Company, it shall pay Company its then current rate for such services. The warranty in this section are the sole warranties made by Company with respect to the Hardware installation and any extended coverage purchased by Client for Hardware. Company makes no other warranties or representations, express or implied, with respect to the Hardware, and disclaims and excludes any implied warranty of merchantability and any warranty of fitness for a particular purpose.

3. Excluded Damages. The following damages to the Hardware are not covered by Company's installation warranty or any extended coverage if purchased by Client:

- cosmetic damages to Hardware such as scratches, chips, dents, broken plastic, or other normal wear and tear;
- those caused by accident, abuse, misuse, negligence, liquid contact or submersion, fire, extreme temperature, power surges, or other external or environmental causes;
- those caused by installation or operation of the hardware outside of, or in opposition to, the Documentation;
- those caused by the Client's pre-existing technology infrastructure, including but not limited to, wiring designs, harnesses and installations, and its own information technology network and facilities;

- those caused by computer viruses, malware, internet connection, or cellular data plan;
- those caused by repair, modification, alterations or attachments to Hardware or Company installed equipment by parties other than Company or those authorized by Company;
- hardware malfunctions occurring after expiration of the manufacturer's warranty;
- any damages that Client cannot expressly detect and attribute to the work performed by Company.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Company shall provide the Routematch Implementation Methodology ("RIM") services to Client across select phases appearing below subject to a maximum number of hours set forth in an applicable Order Form.

1. **Professional Services.** The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.
2. **Project Management.** Company shall provide project management services throughout all phases of the implementation. The Project Manager shall: (1) oversee all aspects of the project; (2) conduct regular project status reviews with Client; and (3) be responsible for tracking of all issues and action items.
3. **Phase 0: Initiation.** Company shall schedule, prepare and participate in the Project kickoff meeting (the "**Kickoff Meeting**"). The Parties shall also discuss and confirm the scope of the Project, Deliverables, Project budget, Project timeline, Project risks, Project issues, and Project resource requirements.
 - Deliverables: kickoff presentation, pre-discovery survey
 - A kick-off presentation is prepared [timeline, budget, payment terms], utilized during the kickoff meeting, and sent to the client after the kickoff call for their records
 - Pre-discovery survey is sent to the client for them to complete and return with the information it contains to be used in the system design and to make more efficient use of time during the onsite operations assessment
4. **Phase 1: Design**
 - **Duties:** Company shall (1) review and document specific operational and functional details of how the Software and Hardware shall be implemented, integrated, and deployed at Client's location; (2) perform an Operations and Technical Assessment of Client's current operating environment; (3) create a System Design Document of how Client shall use the Software in its operations; (4) identify changes needed between current operations and system flow; (5) if applicable, plan conversion of Client's data for use in the Company software; (6) conduct a full training needs assessment of all the Authorized Users; and (7) develop a training plan for the Authorized Users.
 - **Deliverables:** Generated on an as needed basis on scope of the Deliverables: System Design Document, Training Plan, Installation Design Document, Interface Control Document, and Report Design Document
5. **Phase 2: Build**
 - **Duties:** Company shall manage the build out of the agreed-upon System Design, including the Company database and all applications. Occurring concurrently to the software build, any in-vehicle hardware shall be installed and tested per the agreed-upon Installation Design Document. During the Build Phase, Company shall perform complete vendor assembly testing, including unit testing, integration testing and system testing as follows:
 - **Deliverables:** Vendor Assembly Test Plan, vehicle as-built documents
6. **Phase 3: Education**
 - **Duties:** Company shall: (1) execute the agreed-upon Training Plan (the training under the Training Plan is role-based and in accordance with the Training Plan performed during Phase 1: Design); and (2) perform risk assessment, comparing project objectives.
 - **Deliverables:** Training Materials, Training Completion Document
7. **Phase 4: Deployment**
 - **Duties:** Company shall coordinate the phased-in deployment of the System and oversee Go-Live with Client. This includes User Acceptance Testing, Pilot, Burn-In, Go-Live, and Implementation Support.
 - **Deliverables:** Client's User Acceptance Testing, Go-Live Readiness Call
8. **Phase 5: System Acceptance**
 - **Duties:** Client shall confirm System Acceptance in writing and transition Client to Company's Care division.
 - **Deliverables:** System Acceptance and Customer Care Transition documents.
 - **"System Acceptance"** occurs at the point in time at which the Software substantially conforms in all material respects to the standard technical specifications for such Software. Notwithstanding anything to the contrary, should Client use the Software in its business operations for thirty consecutive (30) days, the Software shall be deemed accepted, and Client shall be transitioned to Company's customer support division.

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Company shall provide customer support and maintenance services as purchased in an applicable Order Form, as follows:

1. **Live Support.**
 - (a) Toll-free technical support by phone and email, twenty-four (24) hours a day, seven (7) days a week.
 - (b) Customer Support personnel shall be available for live consultation from 6:00 AM – 8:00 PM (EST) and shall, within two (2) hours: (i) return all calls made to Company's support line, (866) 653-3629; (ii) provide a response to all emails to support@routematch.com; and (iii) respond to all cases submitted to the "Report a Case" functionality in my.Routematch.com.
 - (c) Two (2) Customer Support team members shall be available from 8:00 PM – 6:00 AM for after-hours phone, email, and my.Routematch.com support. During such times, an available Customer Support team member shall be informed of incoming calls, emails, and my.Routematch.com cases via the team member's mobile device. Within two (2) hours after an Authorized User has left a message, a Customer Support team member shall initiate a support event and email an alert notification to Client containing a unique tracking identification number.
2. **Updates.** All Updates to the Deliverables, if any, free of charge during including all software patches, documentation updates, user manual updates and other updates to the Documentation, which shall be delivered to Client via electronic transmission or other mutually agreed to means.
3. **Customer Support Website.** Access through a unique, secure password to Company's customer support website located at my.Routematch.com. This website is maintained for Clients only and contains information regarding the Software, Services, and other helpful information. It provides access to the most up-to-date documentation, new case submittal forms, and available releases. Clients submitting cases or requests through my.Routematch.com receive confirmation of receipt within one (1) business hour of submittal.
4. **User Groups.** Access to participate, free of charge, in regional user groups for Client's region, if available.
5. **On-Line Training Sessions.** Authorized Users may jointly participate in up to five (5) web-based, on-line training sessions to be held on up to five (5) separate occasions per year. Upon Client's request, Company shall host the five (5) afore-mentioned training sessions on the subject matter requested by Client at a mutually agreed upon date and time.
6. **Scheduled Web Training Classes.** Invitation and access for Client's Authorized Users may jointly participate in all regularly scheduled Web-training classes that Company conducts each year of the Term. Company shall routinely publish a schedule of available training classes and subjects on the CSW. Premium Technical Support & Maintenance customers may purchase additional classes at the then applicable rate.
7. **Annual User Conference.** Invitation and access to Company's annual users conference ("User Conference") at a site selected annually by Company. Company encourages Clients to participate in this exciting and informative event. Client is responsible for all individual expenses and costs associated with attendance at the User Conference (including, without limitation, travel, lodging, meals, and entertainment costs).
8. **Upgrades.** Routematch shall provide upgrades and patches delivered via electronic transmission free of charge during the period in which Licensee is current on payments for Support & Maintenance.

HOSTING SERVICES TERMS AND CONDITIONS

Amazon Web Services Terms. Client's use of the Amazon Web Services cloud hosting service is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

RM MOBILE SERVICES TERMS AND CONDITIONS

When purchased by Client in an applicable Order Form, Company shall provide Client access to the RM Mobile software module which connects to and uses the Software over a third-party data network with in-vehicle, mobile data devices under the following terms and conditions:

1. **Tablet Replacement Guarantee.** For each year during the Term, Company shall provide replacement for up to 10% of the tablets that fail for reasons outside the Excluded Damages listed in the Hardware Terms and Conditions

VERIZON DATA PLAN TERMS AND CONDITONS

1. **Network Use and Access.** Company shall provide Client with access to a third-party network to connect and use tablet devices in coordination with the Software ("Network"). Use of the Network is subject to a maximum usage per month or year (as measured in megabytes of gigabytes) as set forth in an applicable Order Form ("Data Maximum").
2. **Data Overages.** If the Data Maximum is exceeded (each occurrence, an "Overage"), Client shall pay Company the per megabyte or gigabyte overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company's invoice for each such Overage. To protect Client from Network Overage charges, if a device experiences an Overage, Company may prevent continued use of such device by instructing Client to discontinue use of such device or by using a "lock-down application" to "lock down" the device until Client pays Company for such Overage.

- 3. Offline Mapping and Lock-Down Applications.** To prevent Overages, Company may install, for each Vehicle Device, (i) an offline mapping solution to serve as Client's exclusive mapping application (the "**Offline Mapping Application**"), and/or (ii) a mobile device management application or other "lock-down application".
- 4. Availability.** The Network uses radio and data transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting Network operation. Not all Network features may be available in all areas. The Network is only available within the applicable calling plan coverage area and within the operating range of the wireless systems.
- 5. Permitted Use and Fraud.**
- (a) Client shall not use the Network for remote medical monitoring without Company's prior, express written consent. None of the devices using the Network may be permanently located in a roaming area of the Network provider.
 - (b) Client shall obtain Company's prior, express written consent before it makes any attempt to install, deploy, or use any regeneration equipment or similar mechanism (e.g. a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service or the Network. Company may terminate Client's lines or this Agreement if Client violates this subsection.
 - (c) Client shall use Network only for lawful purposes and shall not send or enable via the Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Client engage in any mail-bombing or spoofing via Network. Client is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Network
- 6. Maintenance.** Company may limit access to the Network in order to perform maintenance to the service and will use reasonable efforts to provide Client with prior notice of such maintenance. With reasonable advance notice, Company has the right to modify and reconfigure the Network as it deems necessary to enhance Client's experience or to safeguard Network
- 7. Suspension.** Company may suspend or terminate Network service to affected lines if Client uses the Network or devices using the Network: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the Network, operations or customers of Company or the Network provider.
- 8. Force Majeure.** Any failure of the Network hereunder shall be excused if caused by any force majeure event (including, without limitation, any severe weather condition, fire, earthquake, riot, war, or insurrection) or by failure of a third-party Network provider serving a particular area, power failure, national emergency, strike, or other labor disturbance.
- 9. Limitation of Liability.** Company and the third-party Network providers, and each of its affiliates, officers, directors, employees, and other personnel (collectively, the "**Company Parties**") shall have no liability to Client:
- (a) For any causes of action, losses, or damages of any kind whatsoever arising out of: (a) mistakes, omissions, interruptions, errors, or defects in furnishing wireless service; (b) failures or defects in the underlying Network provider's systems; or (c) disabling of related equipment;
 - (b) For any injury to persons or property, losses (including any loss of business), damages, claims, or demands of any kind or nature, including, without limitation, use or inability to use the Network, reliance by Client on any data provided or obtained through use of the Network, any interruption, defect, error, virus, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this schedule. In no event shall Company Parties be liable for losses, damages, claims, or expenses of any kind arising out of the use or attempted use of, or the inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency numbers or services.
- 10. NO THIRD-PARTY WARRANTY.** CLIENT EXPRESSLY UNDERSTANDS IT HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING NETWORK PROVIDER OR ITS AFFILIATES OR CONTRACTOR AND THAT CLIENT IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND THE UNDERLYING NETWORK PROVIDER. IN ADDITION, THE CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING NETWORK PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT WAIVES ANY CLAIMS OR DEMANDS THEREFOR.

NOTIFICATION MODULE SERVICES TERMS AND CONDITIONS

When purchased by Client in an applicable Order Form, Company shall provide automated communication and interactive voice response notification services for key transportation, passenger, and service information via interactive voice calls and a dial in response systems to use in coordination with the Software, under the following terms and conditions (the "**Notification Module**").

- 1. Use and Access.** Company shall provide Client with access to a third-party service to enable the Notification Module. Use of the Notification Module are subject to a maximum usage of minutes per month or year as set forth in an applicable Order Form ("**Data Maximum**").

TWILIO INTERACTIVE VOICE RESPONSE CALL MINUTES TERMS AND CONDITIONS

- 1. Data Overages.** If the Data Maximum is exceeded (each occurrence, an "**Overage**"), Client shall pay Company the per minute overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company's invoice for each such Overage.

2. Availability. The Notification Module utilize internet transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, internet service provider availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting its operation.

3. Customer Data. "Customer Data" consists of information made available to Company through Client's use of our Services under these Terms, which includes information such as Client's name, contact information, billing records, call or messaging logs, and traffic routing information, as well as the content of communications sent through or integrated with our Services, such as audio recordings, message bodies, and call recording transcriptions. Client acknowledge and agree that Company may access or disclose Customer Data, including the content of communications, if: (i) Company believes that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce Company agreements and policies, (iii) to protect the security or integrity of Company's services and products, (iv) to protect the Company, its other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which Company believes in good faith requires it to disclose data to assist in preventing a death or serious bodily injury.

4. Maintenance. Company may limit access to the Notification Module in order to perform maintenance to the service and will use reasonable efforts to provide Client with prior notice of such maintenance. With reasonable advance notice, Company has the right to modify and reconfigure the Notification Module as it deems necessary to enhance Client's experience or to safeguard Notification Module.

5. Suspension. Company may suspend or terminate Notification Module if Client uses the Notification Module or devices using the Network: (1) in an illegal or unauthorized manner (including, without limitation, "spamming" or other abusive messaging); (2) in any manner that has an adverse impact on the network, operations, or customers of the underlying service provider or the Company.

6. Uptime. Company's vendor uses commercially reasonable efforts to make the Notification Module available 99.95% of the time.

7. Restrictions. Client may not use the Notification Module in any prohibited manners, including but not limited to the following:

- Using the Notification Module to encourage any illegal, abusive, or other activities that interfere with the business or activities of Company.
- Attempting to bypass or break any security mechanism on any of the Notification Module or using the Notification Module in any other manner that poses a security or service risk to Company or any of its users.
- Reverse-engineering the Notification Module in order to find limitations, vulnerabilities, or evade filtering capabilities.
- Using the Notification Module in any manner that may subject Company or any third party to liability, damages, or danger.
- Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Notification Module or any other conduct that adversely impacts the availability, reliability, or stability of the Services.
- Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
- Using the Notification Module in any manner that violates: industry standards; any third party policies including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction); or requirements that Company may communicate to its Customers including any usage requirements.
- Engaging in any unsolicited advertising, marketing or other activities, including any activities that violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction).
- Using the Notification Module in connection with any unsolicited or harassing messages (commercial or otherwise) including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.
- Using the Notification Module to harvest or otherwise collect information about others, including email addresses or phone numbers.
- Using the Notification Module to engage in or in connection with fraudulent activity.
- Using the Notification Module to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless Client have signed a Business Associate Agreement with Company or Client's use of the Services fits within the "conduit" or some other exception for requiring a Business Associate Agreement
- Taking any action to participate in, encourage, or promote any activity prohibited under this Agreement.
- Using the Notification Module to transmit any material that infringes the intellectual property rights or other rights of third parties.
- Using the Notification Module to transmit any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.
- Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.

- Using the Notification Module, or any component of the Notification Module, in any manner not authorized by Company.

AMBLE MOBILE APPLICATION AND WEB PORTALS FOR DEMAND RESPONSE TERMS AND CONDITIONS

Term of Platform Right. Client shall appear as a transit agency in the Amble Mobile Application that is publicly available to end users, and if purchased in the applicable Order Form or this Agreement, have the right to use the facility, customer and agency web portals (collectively, the “**Platform Right**”), for so long as Client is paying for its Support and Maintenance fees attributable to this product (the “**Term**”).

Client Obligations.

- Approve individual trips through self-service management console;
- Schedule the trip to a vehicle;
- Provide all required information for the System Design document;
- Market the mobile application and web portals to its rider base;
- Refrain from transmittal of: (i) any communication that would violate any federal, state or local law, court order or regulation; (ii) any material that is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate; and (iii) any material that violates the rights of any person or company protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations.

Company Obligations. Company shall be responsible for:

- Hosting of the source code for the mobile application;
- Procurement of the domain name for the customer web portal;
- Hosting of the source code for the customer and administration web portals;
- Providing the Terms of Use and Privacy Policy for the mobile application;
- Hosting the mobile application in its Google Play and iTunes stores;
- So long as Client is paying for ongoing Support and Maintenance, provide all updates, bug fixes, patches, and upgrades to the mobile application and web portals.

Amazon Web Services Terms. The Amble Mobile Application is hosted by Company on Amazon Web Services cloud platform. Client’s use of the Amble Mobile Application is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

RM PAY TERMS AND CONDITIONS

Term of Platform Right. Client shall appear as a transit agency in the RM Pay system (the “**Platform Right**”), for so long as Client is paying for its Support and Maintenance fees attributable to this product (the “**Term**”).

Client Obligations. Client shall be responsible for:

- Maintain current operating system updates for all tablets using the RM Pay software.
- Install RM Pay upgrades and updates when delivered by Company.
- Train drivers to use the software.
- Market RM Pay to its riders, including a “How To” guides.
- Contract with Bluefin or other Company approved payment service provider.
- Manage and maintain distribution and inventory of rider smart cards.
- Instruct Client’s domain name server (“DNS”) to direct to the internet protocol address provided by Company for all web portals.

Company Obligations. Company shall:

- Host the rider, client and driver web portals;
- Host of the source code for the Client and rider web portals;
- Provide the Terms of Use and Privacy Policy for the web portal;
- Provide internet protocol address for Client’s DNS to utilize in publishing the web portals.
- Train Client’s maintenance staff of hardware maintenance.
- Host the mobile application in its Google Play and iTunes stores;

- So long as Licensee is paying for ongoing Support and Maintenance, provide all updates, bug fixes, patches, and upgrades to the web portals.

Amazon Web Services Terms. The RM Pay is hosted by Company on Amazon Web Services cloud platform. Client's use of RM Pay is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

CLOUD – WORKSTATION REQUIREMENTS

Operating System	Windows 7, Windows 8 (plus latest service pack) or Windows 10
Processor	Intel or AMD 2.66Hz quad-core (or higher)
Video Card	Minimum 2GB, 4GB recommended
Network Card	Industry standard video card capable of 16-bit color at 1024x768 resolution
Standard Monitor	At least 100Mb/sec network card
Anti-Virus	Minimum resolution required is 1024x768
Browser	Current versions of Internet Explorer, Mozilla Firefox, and Chrome
Other	UPS Battery Backup and Surge Protection are highly recommended – Sound card and speakers are recommended

- Systems used to display the Routematch client application, either locally or remotely via RDP/Citrix, must be capable of rendering a minimum of 16-bit color display
- Client can access and use Routematch ASP with either a 64 or 32-bit operating system

Internet	High Speed Internet Access (DSL, Cable, Fiber, T1)
Network	At least 100Mb/sec network
Bandwidth	>1.5mbps available for each user, with < 75ms average latency and <1% packet loss
Protocol	TCP/IP Protocol
Other	Network Attached Printer

The above specifications are minimum requirements for Routematch Software to run while using the cloud environment. Client's network should be setup and properly maintained by a network technician to ensure a reasonable user experience. These requirements are per user accessing the cloud and are meant to represent the bandwidth available to the Routematch cloud. Simultaneous use of Voice over IP (VOIP) phones on a shared connection, or internet streaming services like Pandora or YouTube may degrade performance. Connections with sustained latency above 75ms and/or packet loss >1% may degrade using Routematch on the cloud environment.

R E S O L U T I O N 2021-46

WHEREAS, the State of Nebraska Department of Transportation (NDOT) issued a Request for Qualifications on January 13, 2020 for the purpose of prequalifying contractors to provide Transit Scheduling Software; and

WHEREAS, under Section 3019 of the Fast Act, the City of Grand Island may purchase equipment under a State cooperative agreement; and

WHEREAS, on February 12, 2020 nine (9) submitted, with seven (7) being qualified for providing Transit Scheduling Software; and

WHEREAS, RouteMatch Software, LLC. Atlanta, Georgia was selected as the top vendor based on the pre-approved selection criteria; and

WHEREAS, total cost of the Transit Scheduling Software from RouteMatch Software, LLC, which includes the components, along with associated items as listed in Exhibit A: Cost Tables (attached for review) is \$184,804.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Transit Scheduling Software from RouteMatch Software, LLC in the amount of \$184,804.00 is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-8

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

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

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

RESOLUTION 2021-47

WHEREAS, public drainage/utility easements are required by the City of Grand Island, from Blender, LLC in Section 12, Township 11 North, Range 10 and Starostka Group Unlimited, Inc. in Millennial Estates Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Blender, LLC-

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, STARLITE SUBDIVISION, AND A POINT ON THE WEST LINE OF INST. #85-000755, AS RECORDED IN THE HALL COUNTY REGISTER OF DEEDS AND ALSO BEING THE POINT OF BEGINNING, THENCE S01°37'32"E, ALONG SAID WEST LINE, A DISTANCE OF 151.89 FEET; THENCE S88°22'28"W A DISTANCE OF 192.15 FEET; THENCE N55°11'27"W A DISTANCE OF 20.85 FEET; THENCE S69°28'24"W A DISTANCE OF 125.20 FEET; THENCE S88°14'27"W A DISTANCE OF 420.00 FEET; THENCE S01°46'40"E A DISTANCE OF 10.00 FEET; THENCE S88°14'27"W A DISTANCE OF 20.00 FEET; THENCE N01°46'40"W A DISTANCE OF 10.00 FEET; THENCE S88°14'27"W A DISTANCE OF 160.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LILAC LANE ALSO BEING THE EAST LINE OF MILLENNIAL ESTATE SUBDIVISION; THENCE N01°45'39"W ALONG SAID EAST LINE OF MILLENNIAL ESTATE SUBDIVISION A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID LILAC LANE; THENCE N88°14'27"E A DISTANCE OF 274.83 FEET; THENCE N01°45'55"W A DISTANCE OF 127.64 FEET TO A POINT ON SAGEWOOD AVENUE, ALSO BEING THE SOUTH LINE OF STARLITE SUBDIVISION; THENCE N88°57'41"E, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET; THENCE S01°46'11"E A DISTANCE OF 167.37 FEET; THENCE N88°14'44"E A DISTANCE OF 305.31 FEET; THENCE N68°55'26"E A DISTANCE OF 114.99 FEET; THENCE N01°41'03"W A DISTANCE OF 124.06 FEET TO A POINT ON SAID SOUTH LINE OF LOT 2, STARLITE SUBDIVISION; THENCE N88°58'27"E, ALONG SAID SOUTH LINE, A DISTANCE OF 218.99 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE/UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 62072.54 SQUARE FEET OR 1.424 ACRES MORE OR LESS.

AND

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 12-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N01°37'32"W, ALONG THE EAST LINE OF THE E½ SW¼, A DISTANCE OF 240.00 FEET; THENCE S89°06'54"W, ALONG THE NORTH LINE OF A TRACT AS DESCRIBED IN DEED BOOK 150, PAGE 349, AS RECORDED IN THE HALL COUNTY REGISTER OF DEEDS, A DISTANCE OF 80.00 FEET TO THE WEST LINE OF INST. #85-000755 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°06'54"W, ALONG SAID NORTH LINE OF A TRACT, A DISTANCE OF 191.83 FEET; THENCE N68°00'01"W A DISTANCE OF 33.28 FEET; THENCE N01°43'00"W A DISTANCE OF 135.58 FEET; THENCE N56°28'05"E A DISTANCE OF 39.36 FEET; THENCE N88°44'38"E A DISTANCE OF 14.69 FEET; THENCE N01°46'37"W A DISTANCE OF 325.91 FEET; THENCE S88°14'15"W A DISTANCE OF 749.90 FEET TO A POINT ON THE EAST LINE OF MILLENNIAL ESTATES SUBDIVISION; THENCE N01°45'42"W ALONG SAID EAST LINE A DISTANCE OF 20 FEET; THENCE N88°14'15"E A DISTANCE OF 779.89 FEET; THENCE S01°46'37"E A DISTANCE OF 346.17 FEET; THENCE N89°06'54"E A DISTANCE OF 144.43 FEET; THENCE S01°37'38"E A DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 65098.31 SQUARE FEET OR 1.494 ACRES MORE OR LESS.

Approved as to Form	March 5, 2021	City Attorney
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AND

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD AND THE EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, OF MILLENNIAL ESTATES SUBDIVISION SAID POINT BEING THE POINT OF BEGINNING; THENCE S88°14'18"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD, A DISTANCE OF 10.00 FEET; THENCE N01°45'42"W A DISTANCE OF 30.00 FEET; THENCE N88°14'18"E, PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S01°45'42"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 300.00 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

AND

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD AND THE EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, OF MILLENNIAL ESTATES SUBDIVISION; THENCE S01°45'42"E, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, A DISTANCE OF 50.00 FEET TO THE POINT BEING THE POINT OF BEGINNING; THENCE N88°14'18"E A DISTANCE OF 15.00 FEET; THENCE S01°45'42"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S88°14'18"W A DISTANCE OF 15.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE; THENCE N01°45'42"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 150.00 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

Starostka Group Unlimited, Inc.-

BEING THE SOUTH 5 FEET OF LOT 34 AND THE NORTH 5 FEET OF LOT 35, ALL IN MILLENNIAL ESTATES SUBDIVISION, SAID DRAINAGE/UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1200.00 S.F. OR 0.027 ACRES MORE OR LESS.

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

- - -

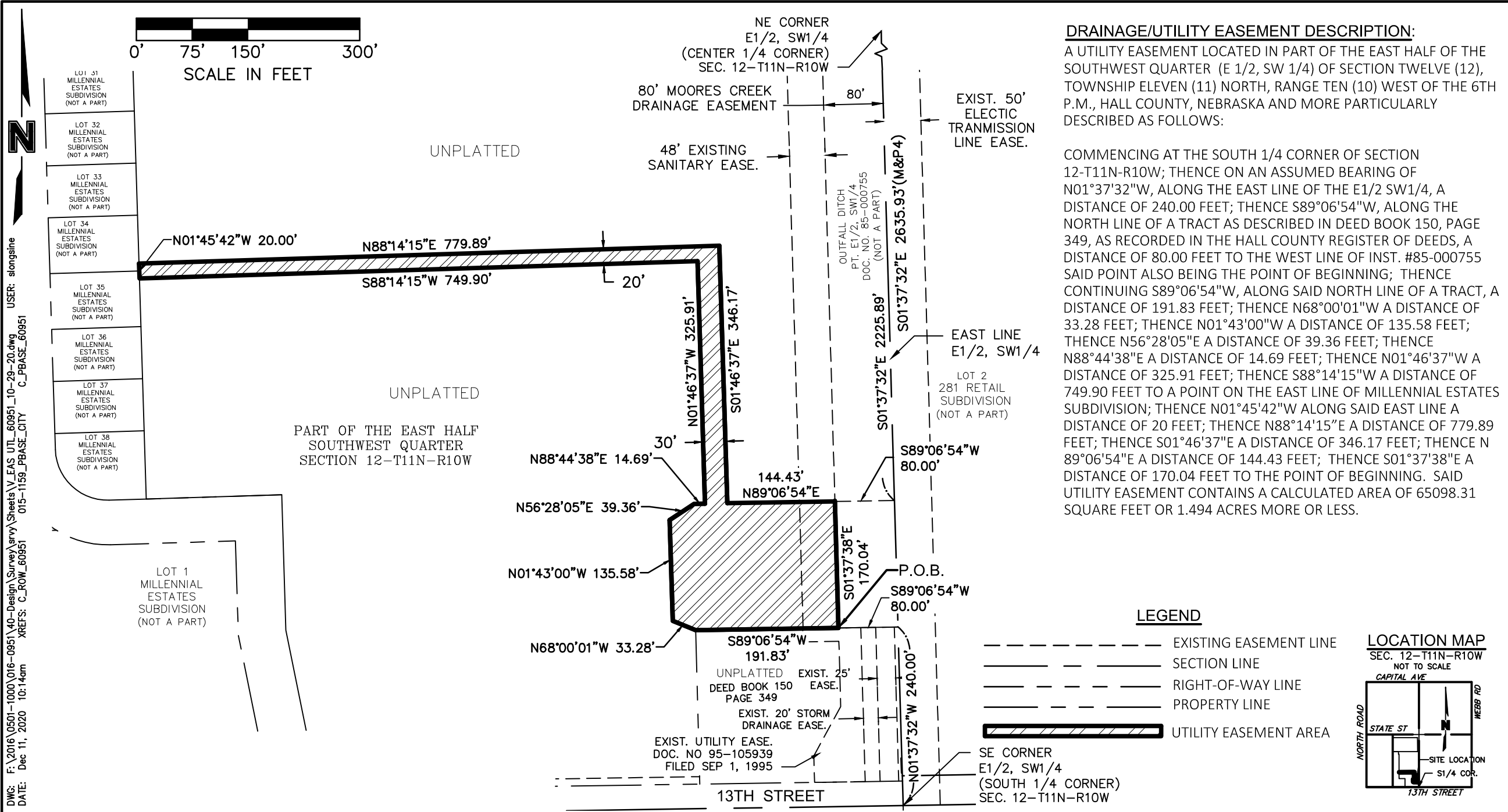
Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

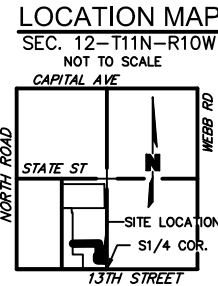
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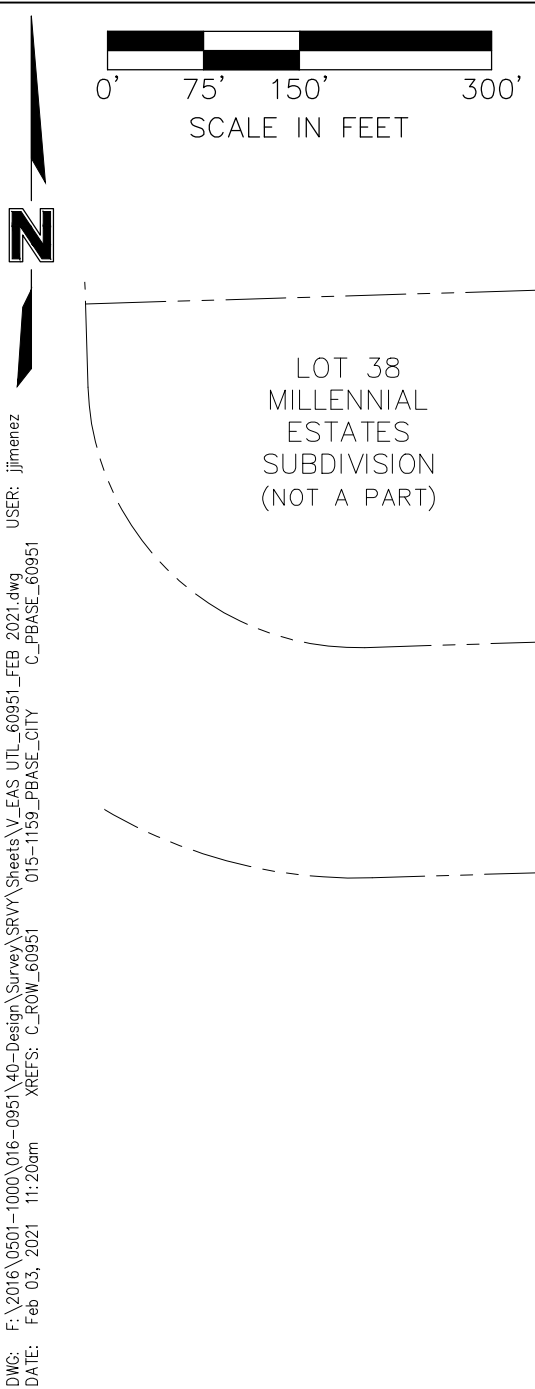
DRAINAGE/UTILITY EASEMENT DESCRIPTION:
A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 12-T11N-R10W; THENCE ON AN ASSUMED BEARING OF N01°37'32"W, ALONG THE EAST LINE OF THE E1/2 SW1/4, A DISTANCE OF 240.00 FEET; THENCE S89°06'54"W, ALONG THE NORTH LINE OF A TRACT AS DESCRIBED IN DEED BOOK 150, PAGE 349, AS RECORDED IN THE HALL COUNTY REGISTER OF DEEDS, A DISTANCE OF 80.00 FEET TO THE WEST LINE OF INST. #85-000755 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S89°06'54"W, ALONG SAID NORTH LINE OF A TRACT, A DISTANCE OF 191.83 FEET; THENCE N68°00'01"W A DISTANCE OF 33.28 FEET; THENCE N01°43'00"W A DISTANCE OF 135.58 FEET; THENCE N56°28'05"E A DISTANCE OF 39.36 FEET; THENCE N88°44'38"E A DISTANCE OF 14.69 FEET; THENCE N01°46'37"W A DISTANCE OF 325.91 FEET; THENCE S88°14'15"W A DISTANCE OF 749.90 FEET TO A POINT ON THE EAST LINE OF MILLENNIAL ESTATES SUBDIVISION; THENCE N01°45'42"W ALONG SAID EAST LINE A DISTANCE OF 20 FEET; THENCE N88°14'15"E A DISTANCE OF 779.89 FEET; THENCE S01°46'37"E A DISTANCE OF 346.17 FEET; THENCE N 89°06'54"E A DISTANCE OF 144.43 FEET; THENCE S01°37'38"E A DISTANCE OF 170.04 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 65098.31 SQUARE FEET OR 1.494 ACRES MORE OR LESS.

- LEGEND**
- EXISTING EASEMENT LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - PROPERTY LINE
 - UTILITY EASEMENT AREA



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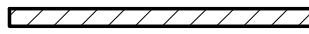
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SOUTHWEST QUARTER
SECTION 12-T11N-R10W
UNPLATTED

UTILITY EASEMENT DESCRIPTION:

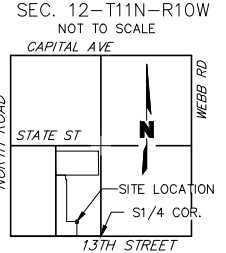
A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD AND THE EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, OF MILLENNIAL ESTATES SUBDIVISION SAID POINT BEING THE POINT OF BEGINNING; THENCE S88°14'18"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD, A DISTANCE OF 10.00 FEET; THENCE N01°45'42"W A DISTANCE OF 30.00 FEET; THENCE N88°14'18"E, PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S01°45'42"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 300.00 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

LEGEND

- PROPERTY LINE
-  UTILITY EASEMENT AREA


LOCATION MAP



PROJECT NO:	016-0951
DRAWN BY:	JMJ
DATE:	2/3/2021

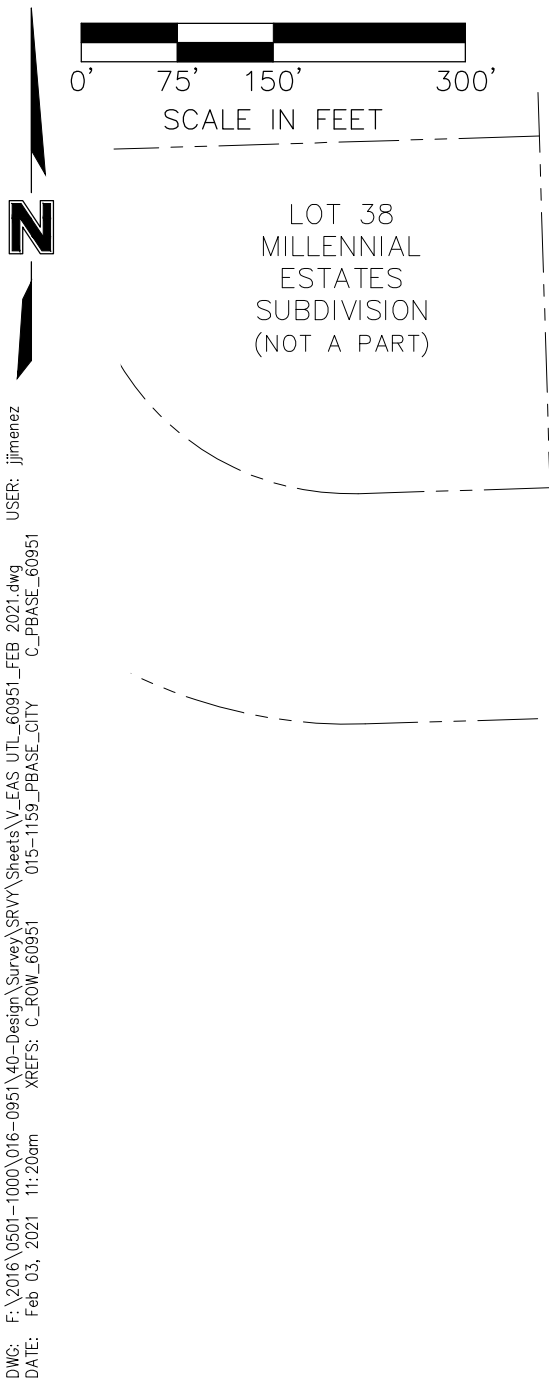
UTILITY EASEMENT

Council Session - 3/9/2021



201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
	1Page 121 / 159

DWG: F:\2016\0501-1000\016-0951\40-Design\Survey\SRVY\Sheets\1_EAS_UTL_60951_FEB 2021.dwg
DATE: Feb 03, 2021 11:20am XREFS: C_ROW_60951 015-1159_PBASE_CITY C_PBASE_60951
USER: jjimenez




PART OF THE EAST HALF
SOUTHWEST QUARTER
SECTION 12-T11N-R10W
UNPLATTED

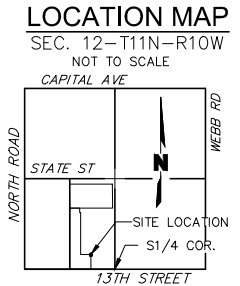
UTILITY EASEMENT DESCRIPTION:
A UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD AND THE EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, OF MILLENNIAL ESTATES SUBDIVISION; THENCE S01°45'42"E, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE, A DISTANCE OF 50.00 FEET TO THE POINT BEING THE POINT OF BEGINNING; THENCE N88°14'18"E A DISTANCE OF 15.00 FEET; THENCE S01°45'42"E, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE S88°14'18"W A DISTANCE OF 15.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE; THENCE N01°45'42"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 150.00 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

LEGEND

----- PROPERTY LINE

 UTILITY EASEMENT AREA



PROJECT NO: 016-0951	 201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: JMJ		
DATE: 2/3/2021		

DWG: F:\2016\0501-1000\016-0951\40-Design\Survey\svy\Streets\UTL_60951_12-10-20.dwg
DATE: Dec 11, 2020 10:59am
XREFS: C:\ROW_60951
USER: slongsine
C:\PBASE_60951

STONEWOOD AVE

LOT 33
MILLENNIAL
ESTATES
SUBDIVISION
(NOT A PART)

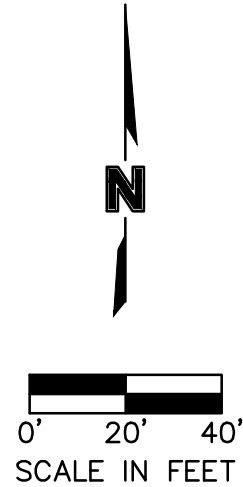
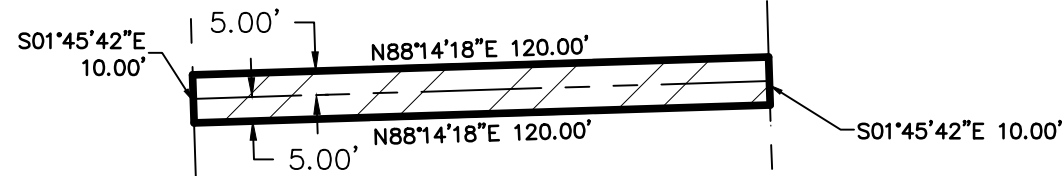
LOT 34
MILLENNIAL
ESTATES
SUBDIVISION

LOT 35
MILLENNIAL
ESTATES
SUBDIVISION

LOT 36
MILLENNIAL
ESTATES
SUBDIVISION
(NOT A PART)

UNPLATTED

PART OF THE EAST HALF
SOUTHWEST QUARTER
SECTION 12-T11N-R10W

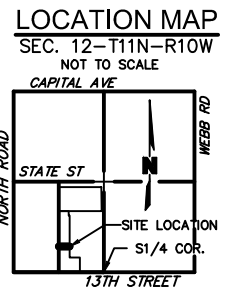


DRAINAGE/UTILITY EASEMENT DESCRIPTION:

DRAINAGE/UTILITY EASEMENT IN PART OF LOTS 34 & LOT 35,
MILLENNIAL ESTATES SUBDIVISION, CITY OF GRAND ISLAND, HALL
COUNTY, NEBRASKA.

BEING THE SOUTH 5 FEET OF LOT 34 AND THE NORTH 5 FEET OF LOT
35, ALL IN MILLENNIAL ESTATES SUBDIVISION, SAID
DRAINAGE/UTILITY EASEMENT CONTAINS A CALCULATED AREA OF
1200.00 S.F. OR 0.027 ACRES MORE OR LESS.

LEGEND



PROJECT NO:	016-0951
DRAWN BY:	JMJ/SDL
DATE:	12-10-2020

DRAINAGE/UTILITY EASEMENT	
Council Session - 3/9/2021	

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

EXHIBIT
1Page 123 / 159



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-9

#2021-48 - Approving Contract Renewal 1 of 2 for Annual Pavement Markings for the Streets Division of Public Works

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: March 9, 2021

Subject: Approving Contract Renewal 1 of 2 for Annual Pavement Markings for the Streets Division of Public Works

Presenter(s): John Collins, Public Works Director

Background

Pavement markings are a critical part of maintaining safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control Devices (MUTCD).

Since 2014 the use of a pavement marking contractor has allowed the Streets Division to use its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

On March 10, 2020, via Resolution No. 2020-59, the Grand Island City Council authorized the award of Annual Pavement Markings 2020 to Straight-Line Striping, Inc. of Grand Island, NE. The renewable contract was written as a three year agreement, which includes the original term plus two (2) opportunities to renew for an additional one-year period.

Original bid summary for Annual Pavement Markings 2020 below:

<i>Bidder</i>	<i>Sub-Contractor(s)</i>	<i>Exceptions</i>	<i>Total Bid</i>
Straight-Line Striping, Inc. Grand Island, NE	County Line Striping, LLC Grand Island, NE	None	\$111,621.25
Highway Signing, Inc. Council Bluffs, IA	None	None	\$161,475.00

Change Order No. 1 was approved in the amount of \$15,000.00 on July 28, 2020, via Resolution No. 2020-175, resulting in a revised contract amount of \$126,621.25.

Discussion

2021 will be the first renewal period under the existing contract with Straight-Line Striping. The one-year renewal term is contingent upon mutual agreement, by the City and the Contractor, of the original contract terms and any unit price changes.

The Streets Division and Straight-Line Striping, Inc. both have an interest in renewing the contract for the 2021 striping season. The City has increased the estimated quantities and Straight-Line Striping has proposed a unit price increase, due to material supplier price increases, for a total contract amount of \$128,905.50.

Public Works staff compared the proposed contract renewal amount to the original bids received in 2020 and Straight-Line Striping's total bid price is still below the other original bidder(s). Therefore, Public Works considers these prices to be fair and justified.

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 first contract renewal for Annual Pavement Markings 2021 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$128,905.50.

Sample Motion

Move to approve the first contract renewal for Annual Pavement Markings 2020 to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$128,905.50.

RESOLUTION 2021-48

WHEREAS, on March 10, 2020, via Resolution No. 2020-59, the Grand Island City Council authorized a contract for Annual Pavement Markings 2021 with Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$111,621.25; and

WHEREAS, on July 28, 2020, via Resolution No. 2020-175, the Grand Island City Council approved Change Order No. 1 in the amount of \$15,000.00, resulting in a revised contract amount of \$126,621.25; and

WHEREAS, the contract allowed for two (2) additional one-year terms pending mutual agreement between the City and the Contractor, including negotiated unit price adjustments; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted justified unit price changes for the 2021 contract renewal period, and has fulfilled other statutory requirements contained therein; and

WHEREAS, based on the City's estimated quantities and the proposed unit prices the total estimated cost for the 2021 contract renewal period is \$128,905.50.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the unit prices proposed by Straight-Line Striping, Inc. of Grand Island, Nebraska for the Annual Pavement Markings 2020 first contract renewal period is mutually agreeable.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-10

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

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

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

RESOLUTION 2020-49

WHEREAS, current property is being dedicated by the City of Grand Island as right-of-way to accommodate improvements to the southern portion of North Road from US Highway 30 to Old Potash Highway, described as follows:

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4, NE 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF SAID SECTION TWENTY-THREE (23), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°05'51"E ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 954.07 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED AND RECORDED IN INST. NO. 202000715; THENCE N89°29'23"W ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 45.00 FEET; THENCE N00°05'51"W PARALLEL WITH AND 45.00 FEET WEST OF THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 691.34 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 015°57'32", A RADIUS OF 705.50 FEET, A CHORD BEARING OF N08°04'33"W WITH A CHORD DISTANCE OF 195.87 FEET, AN ARC LENGTH OF 196.51 FEET TO A POINT OF CONTINUED CURVATURE; THENCE AROUND A CURVE IN A COUNTER-CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 042°45'17", A RADIUS OF 50.50 FEET, A CHORD BEARING OF N37°26'15"W WITH A CHORD DISTANCE OF 36.82 FEET, AN ARC LENGTH OF 37.68 FEET; THENCE N89°29'35"W PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 318.39 FEET; THENCE N00°04'49"W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF THE SAID SECTION 23; THENCE N89°29'35"E ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 412.90 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS 60417 SQUARE FEET OR 1.387 ACRES MORE OR LESS OF WHICH 1.010 ACRES ARE EXISTING COUNTY ROAD RIGHT-OF-WAY.

WHEREAS, such dedication of right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to dedicate said right-of-way on the above described tract of land.

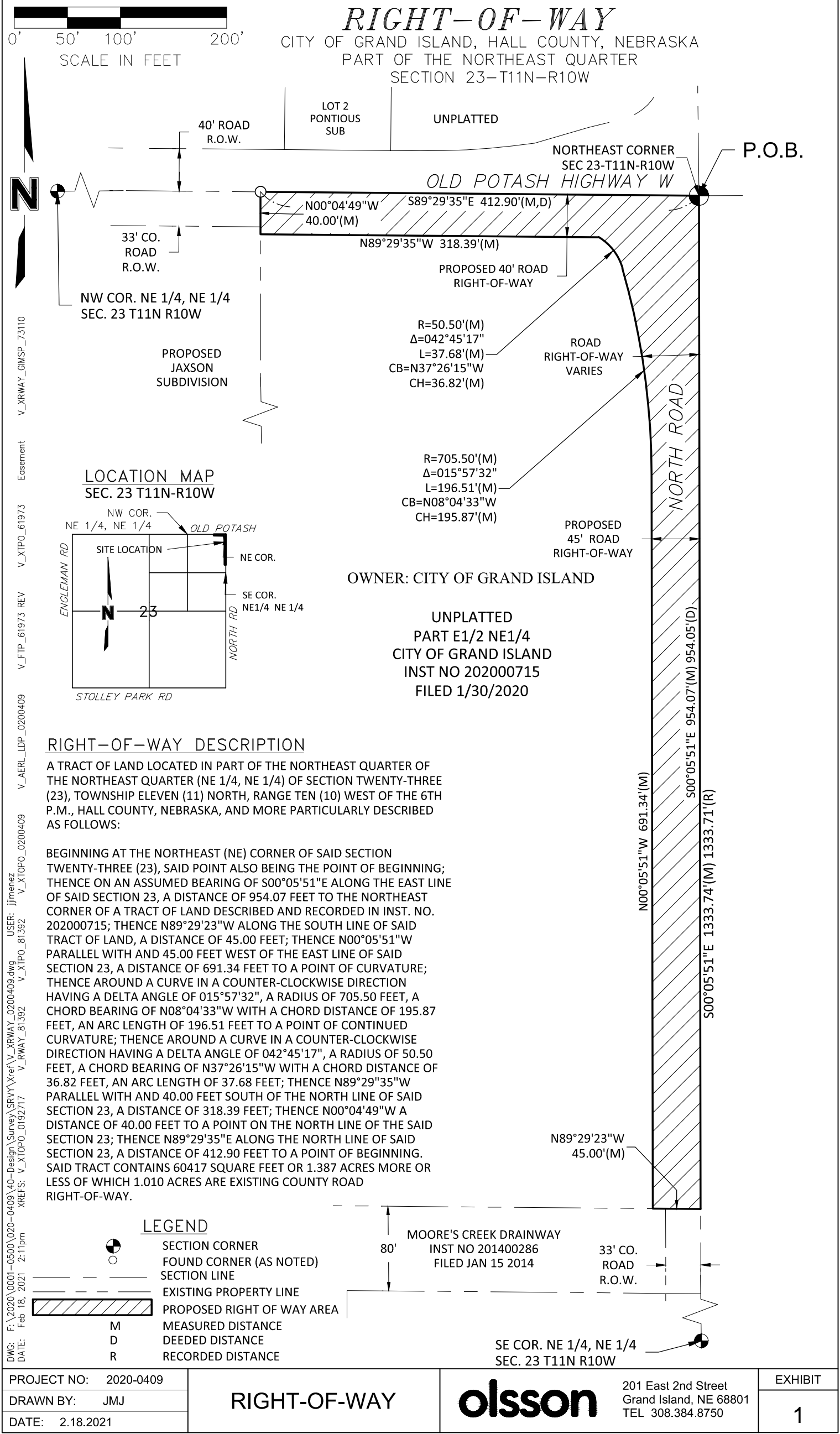
Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney





City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-11

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

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

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

RESOLUTION 2021-50

WHEREAS, public right-of-way is required by the City of Grand Island, from Bob R. Nagel and Karen L. Nagel at 1905 N North Road, Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
BOB R. NAGEL AND KAREN L. NAGEL	A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S89°59'35"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD AND THE POINT OF BEGINNING; THENCE N00°26'36"W ON SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 46.95 FEET; THENCE S04°58'03"E, A DISTANCE OF 30.87 FEET; THENCE SOUTHEASTERLY ON A 70.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 16.57 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S11°43'37"E, 16.53 FEET; THENCE N89°59'35"W ON SAID SOUTH LINE, A DISTANCE OF 5.67 FEET TO THE POINT OF BEGINNING, CONTAINING 98 SQUARE FEET, MORE OR LESS.	\$200.00

TOTAL= \$200.00

WHEREAS, an Agreement for the public right-of-way has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$200.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

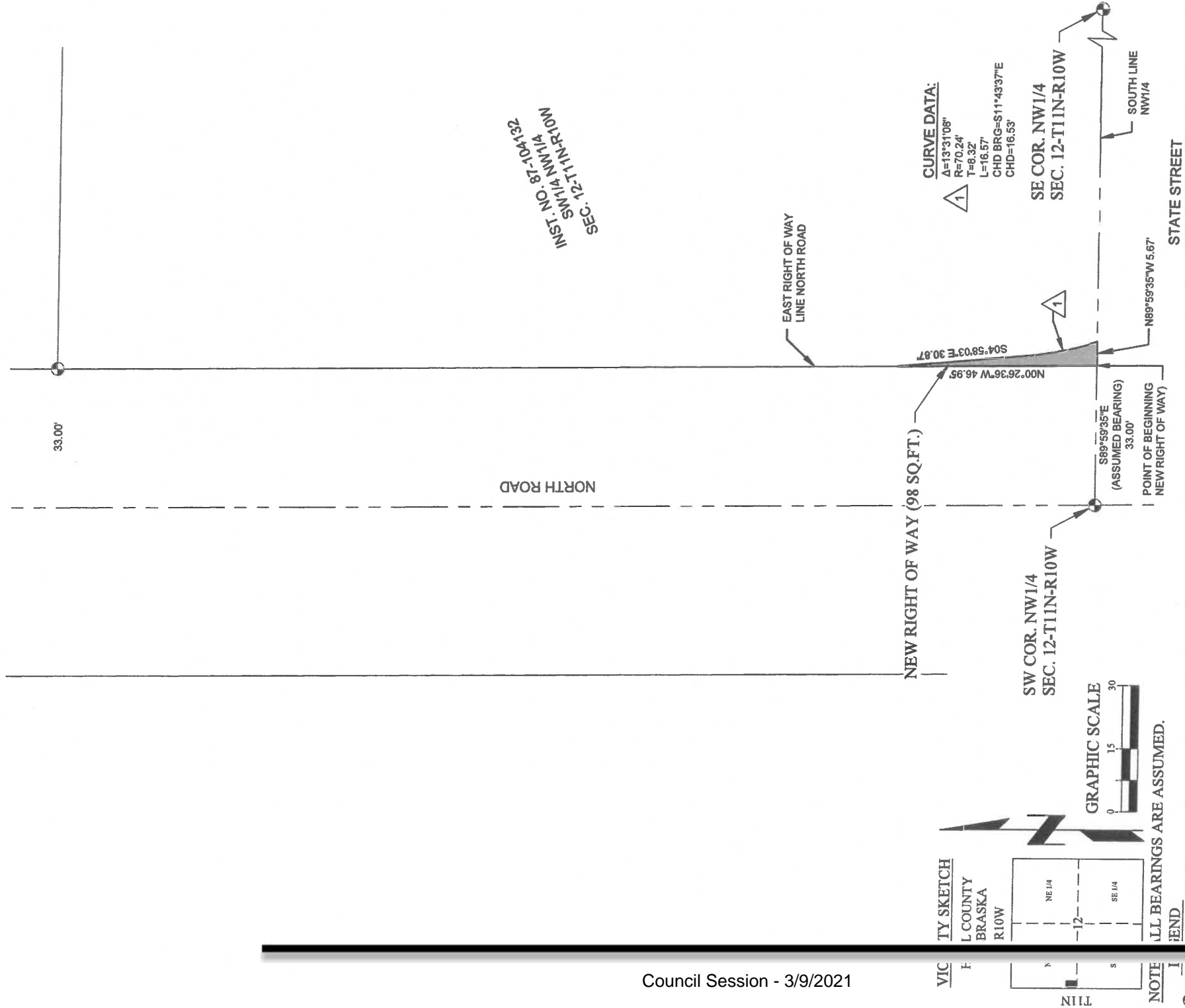
RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 5, 2021 ☐ City Attorney

NEW RIGHT OF WAY EXHIBIT

Grand Island

Council Session - 3/9/2021



NEW RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S89°59'35\"/>

NOTES

- 1. MONUMENT FOUND
- 2. MONUMENT SET
- 3. CALCULATED POINT
- 4. DISTANCE
- 5. GOVERNMENT DISTANCE
- 6. MEASURED DISTANCE
- 7. PLATTED DISTANCE
- 8. RECORDED DISTANCE

DATE	11/18/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	30

JEO CONSULTING GROUP
800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-12

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: March 9, 2021

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

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

Background

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

Temporary Construction easements are needed to accommodate the construction activities for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

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

Discussion

Temporary construction easements are needed from several property owners for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
BOB R. NAGEL AND KAREN L. NAGEL	A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING	\$6,430.00

	<p>DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S89°59'35"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE N00°26'36"W ON SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 46.95 FEET TO THE POINT OF BEGINNING; THENCE S04°58'03"E, A DISTANCE OF 30.87 FEET; THENCE SOUTHEASTERLY ON A 70.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 16.57 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S11°43'37"E, 16.53 FEET; THENCE S89°59'35"E ON SAID SOUTH LINE, A DISTANCE OF 74.73 FEET; THENCE N00°00'25"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N89°59'35"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 66.74 FEET; THENCE N14°24'18"W, A DISTANCE OF 36.06 FEET; THENCE N00°26'36"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 130.71 FEET; THENCE N89°33'24"E, PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 5.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE N00°26'36"W, PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 43.18 FEET; THENCE S89°33'24"W, PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 10.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE S00°26'36"E ON SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 166.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1716 SQUARE FEET, MORE OR LESS.</p>	
DORLA JEAN BICKFORD	<p>THE NORTH 10 FEET OF THE EAST 25 FEET OF LOT 10, SUNSET FIFTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 250 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>THE SOUTH 40 FEET OF THE EAST 5 FEET OF LOT 10, SUNSET FIFTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 200 SQUARE FEET, MORE OR LESS.</p>	\$100.00

TOTAL = \$6,530.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$6,530.00.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2021-51

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners in North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
BOB R. NAGEL AND KAREN L. NAGEL	A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE S89°59'35"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE N00°26'36"W ON SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 46.95 FEET TO THE POINT OF BEGINNING; THENCE S04°58'03"E, A DISTANCE OF 30.87 FEET; THENCE SOUTHEASTERLY ON A 70.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 16.57 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S11°43'37"E, 16.53 FEET; THENCE S89°59'35"E ON SAID SOUTH LINE, A DISTANCE OF 74.73 FEET; THENCE N00°00'25"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N89°59'35"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 66.74 FEET; THENCE N14°24'18"W, A DISTANCE OF 36.06 FEET; THENCE N00°26'36"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 130.71 FEET; THENCE N89°33'24"E, PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 5.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE N00°26'36"W, PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 43.18 FEET; THENCE S89°33'24"W, PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 10.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE S00°26'36"E ON SAID EAST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 166.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1716 SQUARE FEET, MORE OR LESS.	\$6,430.00

Approved as to Form ☐ _____
March 5, 2021 ☐ City Attorney

DORLA JEAN BICKFORD	<p>THE NORTH 10 FEET OF THE EAST 25 FEET OF LOT 10, SUNSET FIFTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 250 SQUARE FEET, MORE OR LESS.</p> <p style="text-align: center;">AND</p> <p>THE SOUTH 40 FEET OF THE EAST 5 FEET OF LOT 10, SUNSET FIFTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 200 SQUARE FEET, MORE OR LESS.</p>	\$100.00
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Total= \$6,530.00

WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owners for the Temporary Construction easements on the above described tracts of land, in the total amount of \$6,530.00.

- - -

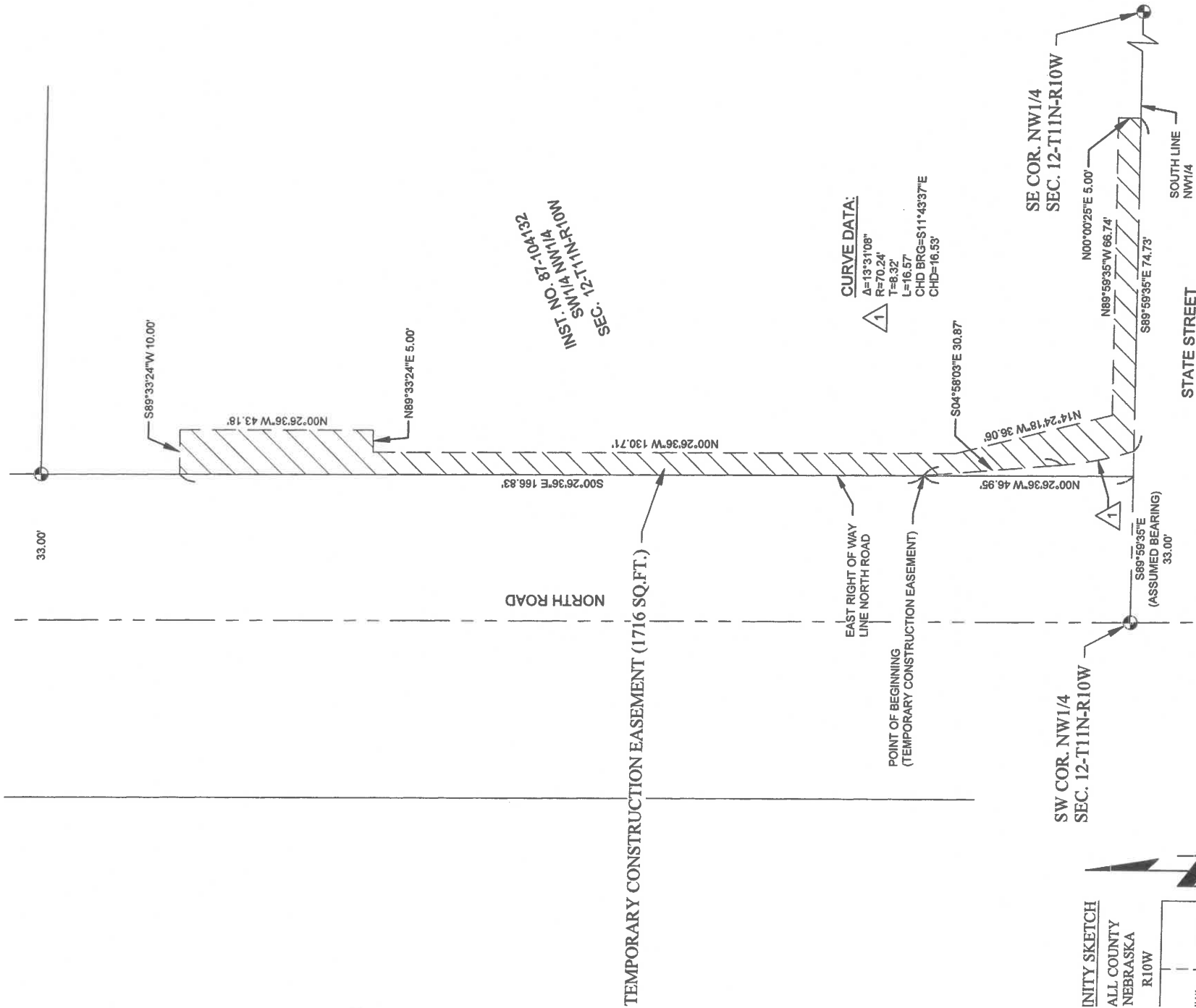
Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

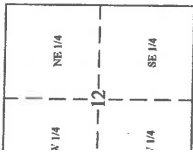


TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12: THENCE S89°59'35"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH ROAD; THENCE N00°26'36"W ON SAID EAST RIGHT OF WAY LINE OF NORTH ROAD, A DISTANCE OF 46.95 FEET TO THE POINT OF BEGINNING; THENCE S04°58'03"E, A DISTANCE OF 30.87 FEET; THENCE SOUTHEASTERLY ON A 70.24 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 16.57 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THE CHORD OF SAID CURVE BEARS S11°43'37"E, 16.53 FEET; THENCE S89°59'35"E ON SAID SOUTH LINE, A DISTANCE OF 74.73 FEET; THENCE N00°00'25"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N89°59'35"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 66.74 FEET; THENCE N14°24'18"W, A DISTANCE OF 36.06 FEET; THENCE N00°26'36"W, PARALLEL WITH AND 5.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE OF NORTH ROAD, A DISTANCE OF 130.71 FEET; THENCE N89°33'24"E, PERPENDICULAR TO SAID EAST RIGHT OF WAY LINE OF NORTH ROAD, A DISTANCE OF 5.00 FEET TO SAID EAST RIGHT OF WAY LINE OF NORTH ROAD; THENCE N00°26'36"W, PARALLEL WITH AND 10.00 FEET DISTANT FROM SAID EAST RIGHT OF WAY LINE OF NORTH ROAD, A DISTANCE OF 43.18 FEET; THENCE S89°33'24"W, PERPENDICULAR TO SAID EAST RIGHT OF WAY LINE OF NORTH ROAD, A DISTANCE OF 10.00 FEET TO SAID EAST RIGHT OF WAY LINE OF NORTH ROAD; THENCE S00°26'36"E ON SAID EAST RIGHT OF WAY LINE OF NORTH ROAD, A DISTANCE OF 166.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1716 SQUARE FEET, MORE OR LESS.

UNITY SKETCH

ALL COUNTY
NEBRASKA
R10W



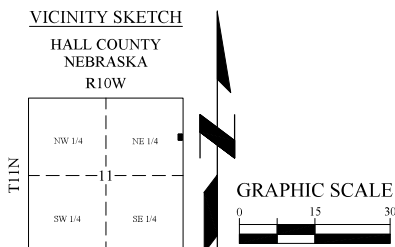
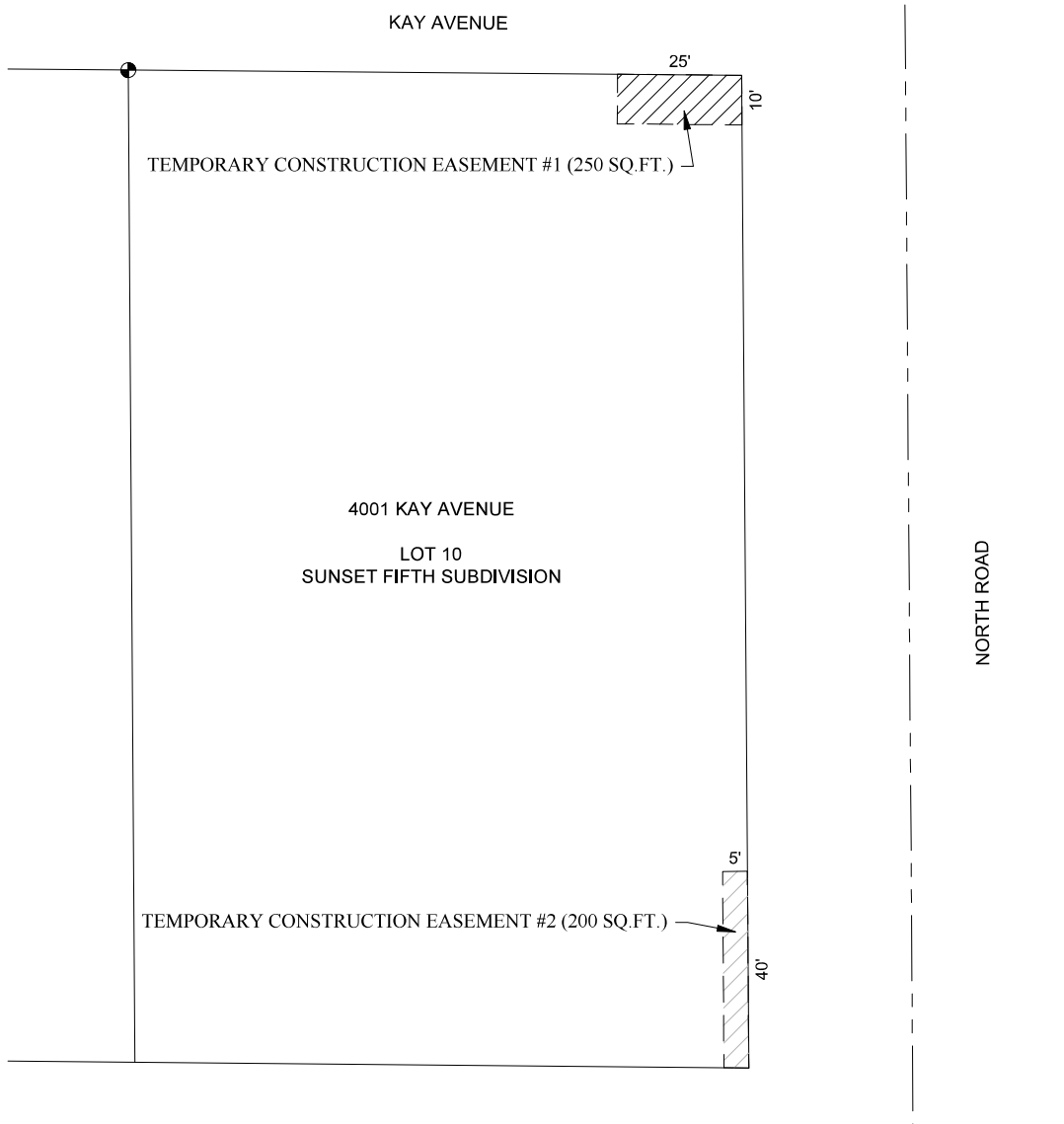
ALL BEARINGS ARE ASSUMED.

- LEGEND
- UMENT FOUND
- UMENT SET
- ULATED POINT
- ED DISTANCE
- IRNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE



DATE	12/7/2020
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	30

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

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

SECTION LINE

TEMPORARY CONSTRUCTION EASEMENT AREA


TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #1:

THE NORTH 10 FEET OF THE EAST 25 FEET OF LOT 10, SUNSET FIFTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 250 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION #2:

THE SOUTH 40 FEET OF THE EAST 5 FEET OF LOT 10, SUNSET FIFTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 200 SQUARE FEET, MORE OR LESS.

DATE	2/11/2021
SCALE	1" = 30'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 1
TRACT NO.	47



800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com

P:\Engineering\190020.00 - Grand Island North Road Improvements - North\6 Survey\Drawings\SV-190020-Phase II Ease.dwg, on 2/11/2021 2:14 PM.



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-13

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

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: March 9, 2021

Subject: Approving Subordination Agreement for 209 Cherokee Ave, Grand Island Nebraska

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

On July 8, 2014 Community Development Block Grant funds in the amount of \$20,000.00 were loaned to Betti Dugger to assist in the cost of a down payment to obtain the property. The legal description is:

Lot Sixteen (16), in Copper Creek 3rd Subdivision, in the City of Grand Island, Hall County, NE

The owner is requesting permission from the City to subordinate to the new Loan amount and accept and remain in second position. The equity in the property is in excess of the lien amounts held by both the City and the bank.

Discussion

A new lien in the amount of \$108,500.00 with Wells Fargo Bank, N.A. would by law be junior in priority to the City's lien; however, Wells Fargo Bank, N. A., has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The estimated appraisal value of the property is \$225,000.00

ALTERNATIVES

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

RECOMMENDATION

Community Development Division recommends that the Council approves the Subordination Agreement with Wells Fargo Bank, N.A. placing the City in the second position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with Wells Fargo Bank, N.A., placing the City in the second position to the new Deed of Trust.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded July 9, 2014, on the following described real estate:

Lot Sixteen (16), in Copper Creek 3rd Subdivision, in The City of Grand Island, Hall County, Nebraska.

It is the intent of this Agreement that the trust deed for amounts loaned by Wells Fargo Bank, N.A. to Betti Dugger (Borrower), that was filed **date of new lien** as Instrument Number **###** shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded **Date of new lien**, up to the amount of \$108,500.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded July 9, 2014 as Document Number 201404164 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 201404164. It is understood that Wells Fargo Bank, N.A. intends to lend funds to Borrowers but that the subordinated amount is not to exceed \$108,500.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____

City of Grand Island, Nebraska

By _____
Roger G. Steele, Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on _____,
2021, by Roger G. Steele, Mayor of the City of Grand Island, Nebraska.

Notary Public

RESOLUTION 2021-52

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated July 8, 2014 and recorded on July 9, 2014, as Instrument No.201404164 respectively, in the total amount of \$20,000.00 secured by property located at 209 S. Cherokee Ave in Grand Island, Nebraska and owned by Betti Dugger, said property being described as follows:

Lot Sixteen (16), in Copper Creek 3rd Subdivision, in the City of Grand Island, Hall County, NE

WHEREAS Betti Dugger wishes to execute a Deed of Trust in the amount of \$108,500.00 with Wells Fargo Bank, N.A., to be secured by the above-described real estate upon the subordination of the City's Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans; and

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust Betti Dugger, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Wells Fargo Bank, N.A., Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item G-14

#2021-53 - Approving Interlocal Agreement with Hall County for Ambulance Service

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: March 9, 2021

Subject: Approval of Interlocal Agreement with Hall County for Ambulance Service

Presenter(s): Cory Schmidt, Fire Chief

Background

The City of Grand Island Fire Department (GIFD) has provided ambulance service for Hall County outside the city limits of Grand Island in the past. The current Interlocal agreement stipulates the GIFD will provide ambulance service in exchange for \$214,375 (year one) and \$218,663 (year two). The agreement will expire on June 30, 2021.

Discussion

Mayor Steele, City Administrator Janulewicz, Finance Director Brown, and Fire Chief Schmidt met with County officials on February 23, 2021 to negotiate a new Interlocal agreement for ambulance service to rural areas of Hall County. City representatives proposed a 3 percent increase over the current contract which was ultimately accepted by the Hall County Board of Commissioners. The proposed agreement stipulates that the GIFD will provide ambulance service to areas of Hall County, outside the city limits of Grand Island. In exchange for providing ambulance service, the City will receive \$225,223 paid in four equal installment payments of \$56,305.75. If approved, the agreement will commence on July 1, 2021 and end on June 30, 2022. The Hall County Board of Commissioners approved the proposed agreement on March 2, 2021.

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 Interlocal Agreement between the City of Grand Island and Hall County to provide ambulance service to areas of Hall County that are outside the city limits of Grand Island .

Sample Motion

Move to approve the Interlocal Agreement between the City of Grand Island and Hall County to provide ambulance service to the areas in Hall County, outside the city limits of Grand Island.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND FOR AMBULANCE SERVICE

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 and §§13-303 and 77-3442 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) do hereby enter into an Interlocal Cooperation Agreement (Agreement) for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, on August 31, 1967 the Parties entered into an initial agreement for ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, since 1967 the Parties have renewed that agreement periodically; and

WHEREAS, effective July 1, 2019, the Parties renewed that agreement for a period of two (2) years ending on June 30, 2021; and

WHEREAS, the Parties wish to again renew their agreement as set forth herein for the City to provide ambulance service for that area of Hall County not located within the corporate boundaries of the City of Grand Island; and

NOW, THEREFORE, the Parties do hereby set forth the terms of their Interlocal Cooperation Agreement for the City to provide ambulance service for that area of Hall County not located within the corporate boundaries of the City of Grand Island as follows:

I.

The duration of this Agreement shall be for one (1) year commencing on July 1, 2021 and ending on June 30, 2022.

II.

The geographic area covered by this Agreement shall be that area of Hall County not located within the corporate boundaries of the City of Grand Island. That area is not static and may change during the duration of this Agreement as a result of annexation of territory by the City.

III.

The Parties shall not create any separate legal entity for the purpose of administering this Agreement. The administration of this Agreement is delegated to the City. The City's authority to manage its ambulance service, bill for that service, and retain the revenue generated by that service remains in full force in all instances unless specifically stated otherwise by the terms of this Agreement.

IV.

There shall be no joint method for the Parties to finance the administration of this Agreement. The Parties shall adopt and maintain appropriations to fund their respective financial obligations under this Agreement.

V.

The Parties shall not create any joint fund or acquire joint property for the administration of this Agreement.

VI.

The Grand Island Fire Chief shall be the Administrator of this Agreement.

VII.

The County's financial obligations to the City pursuant to the one-year term of this Agreement shall be \$225,223 paid in four equal installment payments of \$56,305.75 each, due on the following dates:

August 1, 2021, November 1, 2021, February 1, 2022, and May 1, 2022.

Any ambulance service to the Hall County Jail shall be billed to the County separately in accordance with the City's ambulance fee schedule. The County's financial obligation for ambulance service to the Hall County Jail shall be in addition to the quarterly payments listed above.

VIII.

The City may set ambulance rates at its discretion but the rate for calls for that area of Hall County not located within the corporate boundaries of the City of Grand Island shall be set according to defined and reasonable factors such as mileage.

IX.

The terms of this Agreement shall not be altered or amended unless done so in writing with the approval of both the governing bodies of the Parties.

X.

This Agreement may be terminated by either Party for any reason or no reason upon the approval of such action by the governing body of either Party with a minimum of thirty (30) days notice to the other Party.

WITNESS OUR HANDS

COUNTY OF HALL

Date

By _____
Pamela Lancaster, Chairperson
Hall County Board of Supervisors

ATTEST:

Marla J. Conley
Hall County Clerk

CITY OF GRAND ISLAND

Date

By _____
Roger G. Steele, Mayor
City of Grand Island

ATTEST:

RaNae Edwards
Grand Island City Clerk

Approved by: _____
Sara Carstensen, Deputy Hall County Attorney

Stacy Nonhof, Interim City Attorney

RESOLUTION 2021-53

WHEREAS, the City of Grand Island and Hall County currently have an Interlocal agreement regarding ambulance service for Hall County ; and

WHEREAS, the current agreement will expire as of June 30, 2021; and

WHEREAS, negotiations resulted in a proposed Inter-Local agreement, and

WHEREAS, the City of Grand Island will receive \$225,223 in exchange for the Grand Island Fire Department providing ambulance service to Hall County outside the city limits of Grand Island. The agreement will commence July 1, 2021 and end June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council authorized the Mayor to sign the Inter-Local Agreement between the two parties in regards to ambulance service.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item I-1

#2021-54 – Consideration of Approving the SAFER Grant Application

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: March 9, 2021

Subject: SAFER Grant Application

Presenter(s): Cory Schmidt, Fire Chief

Background

The Department of Homeland Security's Staffing for Adequate Fire and Emergency Response (SAFER) grant program was created to provide funding to fire department to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER program is to enhance the local fire departments' ability to comply with staffing, response and operational standards established by the NFPA.

Discussion

The Grand Island Fire Department (GIFD) has experienced growth in the number of calls for service over the last 20 years (130 percent increase). During that same period, no additional GIFD shift personnel have been added to help address the increasing workload. Financial challenges and the inability to identify long-term revenue sources hindered the ability to add personnel. The SAFER grant application period is open until March 12, 2021. If given approval by City Council, a SAFER grant application will be made. If awarded, the SAFER grant will pay for three firefighters' wages and benefits for a three-year period for a total of approximately \$831,000. Unlike previous years, there isn't a local cost share requirement or a commitment to retain the firefighters once the grant period runs out. Approval by Council is simply an approval to apply for the grant. If the GIFD is successful in securing the grant, Council must also give approval to accept the grant.

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 Grand Island Fire Department efforts to apply for the Department of Homeland Security's SAFER grant to cover the cost of three firefighters for a three year period.

Sample Motion

Move to approve the Grand Island Fire Department efforts to apply for the Department of Homeland Security's SAFER grant to cover the cost of three firefighters for a three-year period.

RESOLUTION 2021-54

WHEREAS, the Grand Island Fire Department (GIFD) has experienced a large growth in the number of call for service over the last 20 years: and

WHEREAS, since 2000 the number of Grand Island's firefighter/EMT's and firefighter/paramedics has remained static; and

WHEREAS, the Department of Homeland Security's Staffing for Adequate Fire and Emergency Response (SAFER) grant awards three-year grants to eligible fire departments to fund additional firefighter positions; and

WHEREAS, the SAFER grant application period is open until March 12, 2021; and

WHEREAS, the GIFD seeks approval to apply for a SAFER grant to pay for three firefighters' wages and benefits for a three year period for a total grant amount of approximately \$831,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the GIFD's request to apply for Department of Homeland Security's SAFER grant is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 9, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 5, 2021	☐ City Attorney



City of Grand Island

Tuesday, March 9, 2021

Council Session

Item J-1

Approving Payment of Claims for the Period of February 24, 2021 through March 9, 2021

The Claims for the period of February 24, 2021 through March 9, 2021 for a total amount of \$3,407,793.64. A MOTION is in order.

Staff Contact: Patrick Brown, Finance Director