City of Grand Island



Tuesday, July 19, 2022 Study 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 City of Grand Island Tuesday, July 19, 2022

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, July 19, 2022 Study Session

Item -1

Budget Overview FY23

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 19, 2022

Subject: Budget Discussions Study Session

Presenter(s): Patrick Brown, Finance Director

FY2022 Budget Projection

FY2022 Revenues were under forecasted for FY2022. Sales Tax receipts remained strong throughout the year eclipsing FY2021 General Fund Sales Tax by \$2.5m. Property Tax receipts were steady due to the mill levy decrease. All other receipts have been steady for FY2022. Expenses are going to be well under budget mainly due to vacancy savings i.e. police department. Overall this will create a higher cash reserve going into FY2023 budget.

Challenges going forward

Inflation is currently at 8.5% with no real relief in sight. Gas and Diesel prices have soared along with all other commodity prices. Supply line issues have caused shipments to be delayed months if not years. Staff is working around those challenges. Labor shortage is national issue that has affected Grand Island as well. As with every other employer in the city, the City is having a hard time filling positions. The economy is at an incredibly volatile state which in turn makes budgeting/forecasting much more difficult.

FY2023 Budget Overview

Revenue Assumptions – Overall revenues for the General Fund increased 11.4% or \$4.7m over FY2022 budget. The major sources of revenues for the General Fund is Sales Tax and Property Tax. Sales tax are projected at 12.2% over FY2022 budget. The previous year's sales tax collection was \$2m over FY2021 budget which was not accounted for in forecasting FY2022. FY2023 has been adjusted accordingly. Property Tax is forecasting a 3% increase. This would be the first increase in three years. Legislative Bill (LB) 644 limits property tax increases to real growth and 2% before mandating hearings with other local government entities. From my conversations with Hall County, 3% will probably be below real growth and 2%. If that is true and the City stays at 3% increase, the City's mill levy could still decrease. Finance recommends at least a 3% increase in Property Tax not so much for FY2023 but what will be needed to

fund governmental operations in the coming years and the process it takes to increase property tax above the 2% plus real growth.

FY2023 budget encompasses changes to the In Lieu of Property Tax receipts the General Fund receives from enterprise funds. The change brings transparency to how revenues/expenses are calculated between the General Fund and Enterprise Funds. In the past the In Lieu of Property Tax receipts were limited due to bond covenants and in order to collect fees from the Enterprise Funds for General Fund services (legal, clerk, administration, etc.), the Enterprise Funds paid Administration Fees based off of some outdated calculations. Also the Enterprise Funds were paying more for employer related health care costs than General Fund. The proposed budget rebalances these costs and puts all funds on an even playing field for costs. The Electric Utility will pay a 5% In Lieu of Property Tax fee on Retail Sales and Water and Wastewater will pay a 2% fee on Retail Sales as well. Solid Waste will continue to pay an Administration Fee to the General Fund of 2%. Overall the General Fund will receive a net increase of \$450k in the rebalancing of revenues and expenses.

Expense Assumptions – Overall expenses are increasing 8.2% or \$3.3m over FY2022 budget. Personnel expenses are projected to increase 8.2% or \$2.7m due to several new union contracts, increases in non-union pay and benefits, reclassification and additional FTE's. The additional FTE's will be discussed at the next budget study session on July 26th. These adjustments are needed to keep up with the current labor market. Operating expenses are projected to increase by 8.7% or \$620k over FY2022 budget. This increase is due to the overall rising costs of commodities.

Last but certainly not least, I want to thank Councilmember Nickerson, Councilmember Conley, and Councilmember Guzinski for their time in budget discussions with Department Directors and Administration. I hope to continue to involve three different council members every budget year. The insight council members bring to the budget discussions helps in developing a budget and hopefully in the process gains a more focused understanding of City operations.



City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -2

Utilities Department FY23 Budget Presentation (Electric and Water)

Staff Contact: Tim Luchsinger

2022-23 BUDGET OVERVIEW

Electric Department – Fund 520

Water Department – Fund 525

Budget Guidelines

- Conservative (low) revenue forecast
 - Weather dependent
 - Ensure debt service coverage
- Conservative (high) operating costs
 - Generation fuel/purchased power
 - Allow potential production capacity
- Maintain adequate cash reserves
- Manage controllable operating expenses and capital expenditures

Cash Reserve Guidelines

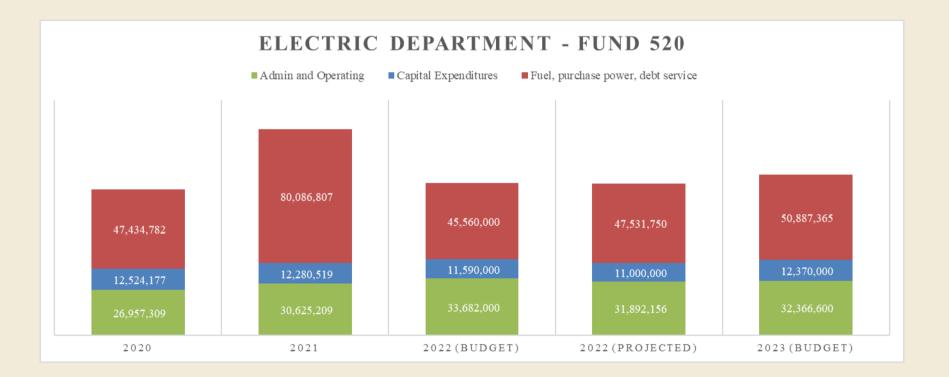
- Cash Reserve Considerations
 - Working Capital
 - Replacement Power
 - Asset Replacement
 - Capital Improvement Reserve
 - Debt Service Reserve
- Electric Fund \$37,138,121
- Water Fund \$3,508,684

Capital Improvement Budgets

- Electric and Water Master Plans recently completed
- 5 and 20 Year System Requirements
 - Technical Evaluation
 - No Financial Evaluation
- Recommendations included in 5 year capital improvement budget forecasts

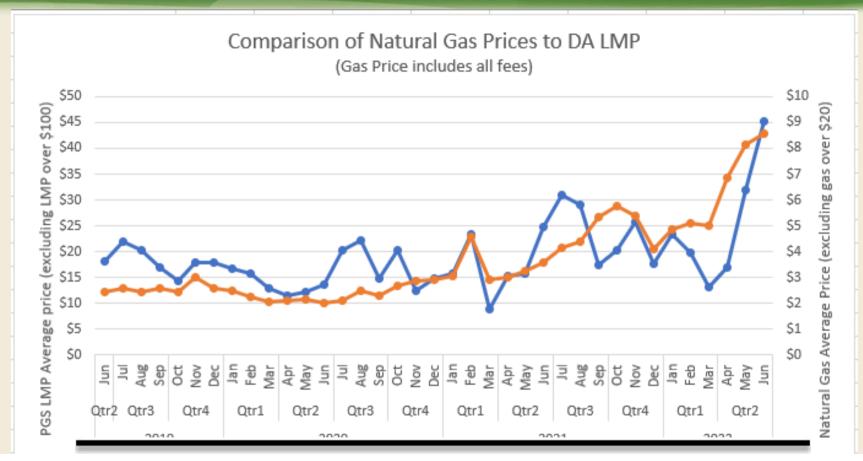
ELECTRIC DEPARTMENT FUND 520



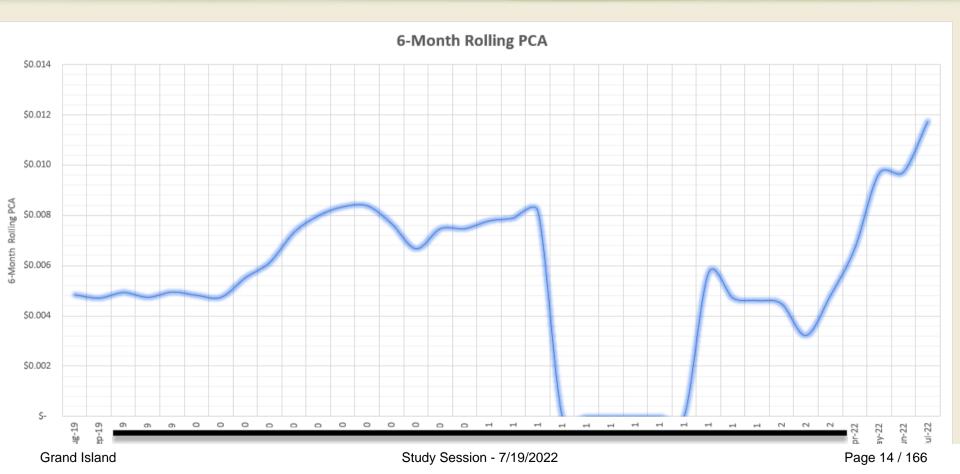


Grand Island



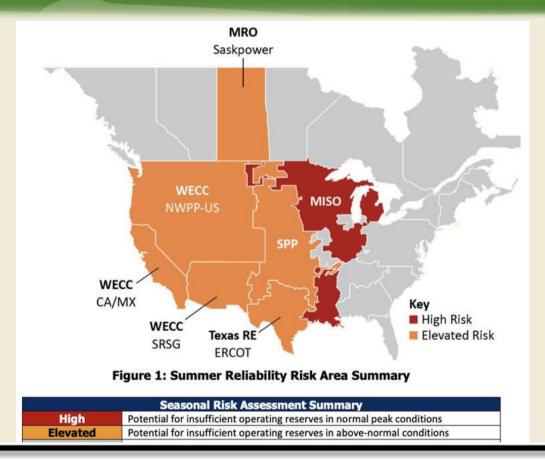












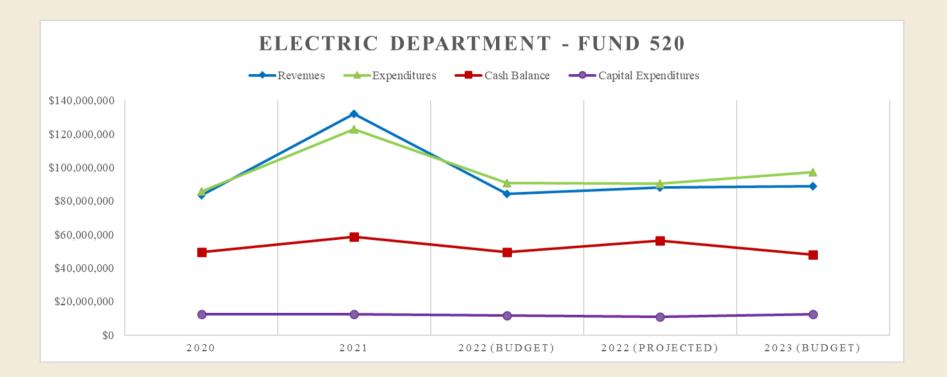
Electric Capital Improvements

- Total Capital Budget \$12,370,000
 - Transmission and Substation Upgrades \$1,350,000
 - Bond payments \$3,805,000
 - Distribution improvements \$6,515,000
 - Power plant maintenance/improvements \$50,000
 - Burdick Station demolition \$3,000,000 (Accrued expense)

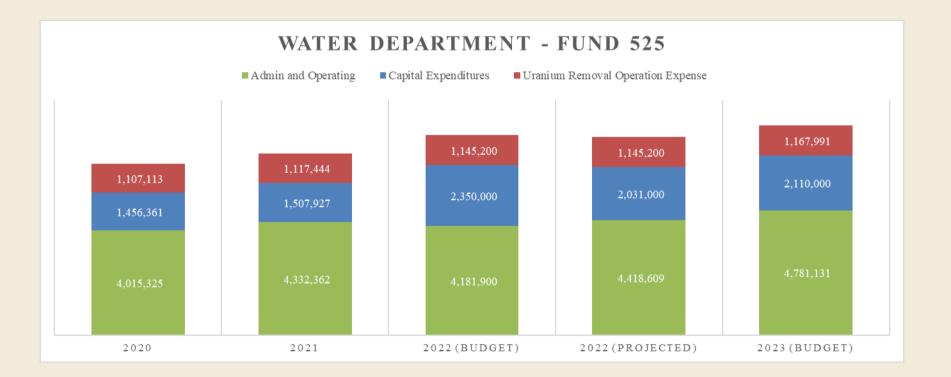
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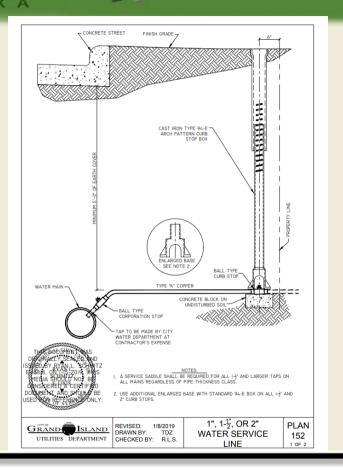


WATER DEPARTMENT FUND 525



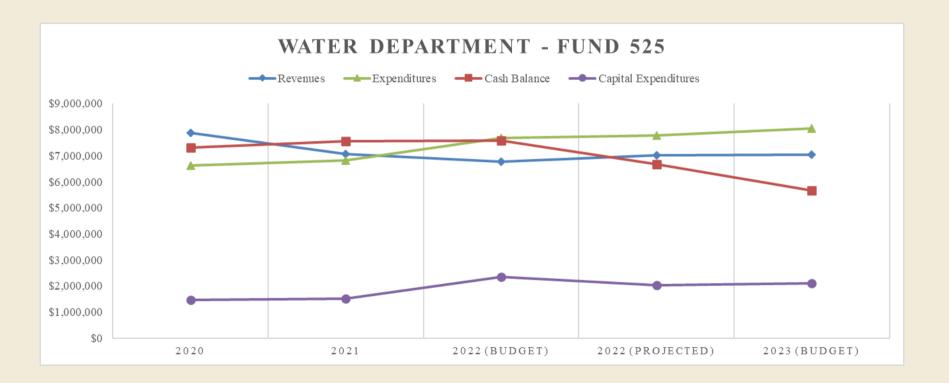
FTE Request for One Water Maintenance Worker

- Water service repair
- Lead service replacement



Water Capital Improvements

- Total Capital Budget \$2,110,000
 - **Solution** Bond payments \$345,000
 - Distribution improvements- \$1,090,000
 - Production improvements \$500,000





Questions?



City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -3

Wastewater Treatment Plant FY23 Budget Presentation

Staff Contact: Keith Kurz PE, Interim Public Works Director



2023 Wastewater Budget



Matt Walker, PE
Assistant Public Works Director- Wastewater



Enterprise Fund

- Process wastewater generated by community residents, businesses and industries
- Meet state and national requirements
- Rely strictly on revenue for funding
- Average residential bill for 2021 was \$31.95, below the \$55.77 average for similar cities*

*AWWA 2019 WATER AND WASTEWATER NATIONAL RATE SURVEY, AVG POPULATION 53,000

Wastewater Overview

- Collection, Treatment, & Disposal of Wastewater
 - Collections
 - Maintain & Rehabilitate City Infrastructure
 - Maintenance
 - Buildings, Equip., Grounds, & Lift Stations
 - Operations
 - Responsible for Treatment of Wastewater
 - Regulatory Compliance
 - Laboratory, Permitting, & Stormwater





FY 2022 Capital Projects

Project	2022 Budget		2022 Forecast	
SS Capital Outlay	\$	-	\$	5,400
Building 2 Renovation (Admin/Lab)	\$	500,000	\$	670,000
Clarifier Rehabilitation	\$	186,000	\$	360,000
Diffuser Replacement	\$	50,000	\$	26,000
WWTP Drive/Gate/ R & R Pavement	\$	-	\$	136,879
Facility Security	\$	50,000	\$	50,000
Flow Improvements	\$	3,430,000	\$	450,000
UV System UPgrade	\$	39,000	\$	50,900
SS Capital Outlay	\$	-	\$	35,150
Sewer Rehabilitation	\$	-	\$	400,000
Central NE Regional Airport Sanitary Sewer Rehab	\$	5,370,000	\$	4,500,000
SS Dist 544; Ellington & Westwood Park Subs	\$	-	\$	6,649
Collection System Breaks	\$	70,000	\$	13,058
Relocate Lift Station No. 17	\$	1,425,000	\$	265,000
Lift Station No. 28 Equalization Tanks	\$	600,000	\$	285,000
Lift Station No. 1 Rehabilitation	\$	300,000	\$	370,000
2022 Sanitary Sewer Rehab; 2022-S-1	\$	90,000	\$	350,000
Flow Monitoring	\$	85,000	\$	63,000
	12,	,195,000.00		8,037,035

Grand Island

Proposed Capital Projects for 2022/2023

- WWTP Security Improvements
- WWTP Flow Improvements
- UV System Upgrade
- Central NE Regional Airport Collection System Rehabilitation
- Lift Station 1 Rehabilitation
- Lift Station 17 Relocation
- Lift Station 28 Equalization Tank
- North Central Sanitary Sewer Rehabilitation
- Grant-funded Assessment Districts
- Veterans Legacy





WWTP Security Improvements \$50,000

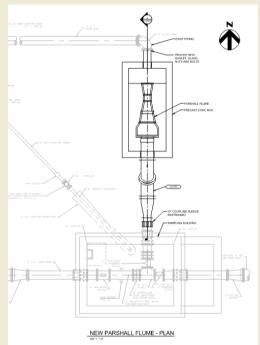
- Dissuade intrusion & protect assets
 - History of theft
 - Fishing is problematic
- Add cameras, fencing, & vegetation
 - 90 acres total; 42 fenced
 - 25 buildings & three large ponds





WWTP Flow Improvements \$8,765,000

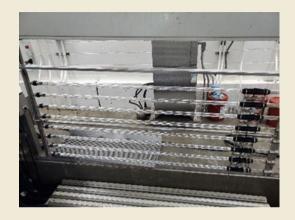
- Changes to plant piping & structures
- Improves flow measurement & distribution
- Enhances process control & validation
- Prepares Wastewater Division for anticipated regulatory changes

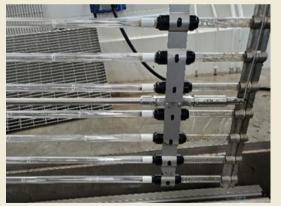




UV System Upgrade \$60,000

- Ultraviolet light used for seasonal disinfection
- Project replaces aging wiper systems
- Replaces 1 of 4 banks of wipers each year





Central NE Regional Airport Collection System Rehab \$2,300,000 / \$7,000,000

- Construction of collection system near the airport
- Inter-local agreement with CNRA and County
- American Rescue Plan Act (ARPA) funds
- Currently under construction





Lift Station 1 Rehabilitation \$50,000 / \$420,000

- Demolish majority of building at Memorial Park
- Rehab LS #1 portion of building
- New roof and brick work
- Smaller footprint
- Better security





Lift Station No. 17 Relocation \$1,550,000 / \$1,815,000

- **Built in 1970**
- Exceeded useful life
- Anticipated growth makes further upgrades impractical
- Located on S. Locust near Hwy 34



Grand Island

Lift Station 28 Equalization Tank \$2,175,000 / \$3,000,000

- South Interceptor is at maximum capacity during storm surge
- Buffering tank will mitigate surge flows
- Will delay South Interceptor construction until later date (est. 2037)
- ₹ Tank will be adjacent to LS #28 which is near intersection of Highways 34 and 281
- Improve fencing, landscaping & add sidewalk



North Central Sanitary Sewer Rehabilitation; 2022-S-1

\$675,000 / \$1,025,000

- CIPP lining ~15,000 ft. of collection lines
 - Areas along 4th Street, Broadwell Ave, College St
- Manhole lining and repairs included











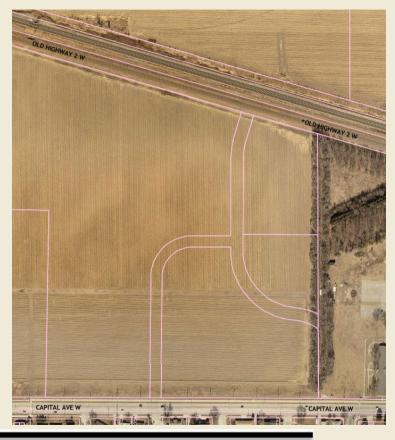
Grant-funded Assessment Districts \$150,000 / \$1,650,000

- Using CRA Redevelopment and CDBG Funding
- Building sewer in low-income areas currently served by septic tanks
- Engineering to start in FY23, Construction tentatively FY24
- Project contingent upon funding

Grand Island

Veterans Legacy \$30,000 / \$400,000

- Sewer Main from Capital Avenue to Highway 2 per preliminary plat
- Dependent on funding from other sources
- Coincides with other infrastructure improvements – paving, drainage, and water service
- Construction TBD





2023 Capital Improvement Projects

WWTP Security Improvements	\$ 50,000
WWTP Flow Improvements	\$ 8,765,000
UV System Upgrade	\$ 60,000
Central NE Regional Airport Collection System Rehab	\$ 2,300,000
Lift Station No. 1 Rehabilitation	\$ 50,000
Lift Station No. 17 Relocation	\$ 1,550,000
Lift Station No. 28 Equalization Tank	\$ 2,175,000
North Central Sanitary Sewer Rehab; 2022-S-1	\$ 675,000
Grant Funded Assessment Districts	\$ 150,000
Veterans Legacy	\$ 30,000
	\$ 15,805,000



2023 Budget

Projected 2022 Ending Cash Balance	\$ 13,935,108
Revenue	\$ 16,317,000
Other Funding Sources	\$ 30,000
S Interceptor Restricted Fund Release	\$ 2,800,000
Total Revenue	\$ 33,082,108
Operating Costs	\$ 9,689,319
Loan/Bond Payments	\$ 4,167,809
Capital Expenses	\$ 16,252,500
Total Expenditures	\$ 30,109,628
Ending Cash Balance	\$ 2,972,480

^{**}With the Lift Station No. 28 Equalization Tanks aiding in the relief on the South Interceptor a portion of the funds that have been restricted are being released to fund this project



2023 Project Future Expenses

Project	2023	2024	2025	2026
WWTP Facility Security	\$ 50,000	\$ -	\$ -	\$ -
WWTP Flow Improvements	\$ 8,765,000	\$ -	\$ -	\$ -
UV System Upgrade	\$ 60,000	\$ 60,000	\$ 500,000	\$ 500,000
Central NE Regional Airport Collection System Rehab	\$ 2,300,000	\$ -	\$ -	\$ -
Relocate Lift Station No. 17	\$ 1,550,000	\$ -	\$ -	\$ -
Lift Station No. 28 Equalization Tanks	\$ 2,175,000	\$ 125,000	\$ -	\$ -
Lift Station No. 1 Rehabilitation	\$ 50,000	\$ -	\$ -	\$ -
North Central Sanitary Sewer Rehab; 2022-S-1	\$ 675,000	\$ -	\$ -	\$ -
Grant Funded Assessment Districts	\$ 150,000	\$ 1,500,000		
Veterans Legacy (contingent on other funding)	\$ 30,000	\$ 400,000		
	\$ 15,805,000	\$ 2,085,000	\$ 500,000	\$ 500,000



City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -4

Solid Waste FY23 Budget Presentation

Staff Contact: Keith Kurz PE, Interim Public Works Director





Landfill on Husker Hwy @ Hall / Buffalo County Line

Solid Waste Division FY 2023 Budget



Enterprise Fund

- Receive no funding from General Fund
- All revenues generated from tipping fees
- One of the few divisions with competition
- Serves residents and non-residents



Landfill Site Life

- 18 years life left in current area(Cells 1, 2, & 3)
- Approximately26 years life leftin total Phase 1area





Notable Items from FY 2022

- Continued routine capital replacement schedule
 - **Transfer Station**
 - New wheel loader
 - New transfer trailer
 - New truck-tractor





Notable from FY 2022

Transfer Station facility improvement

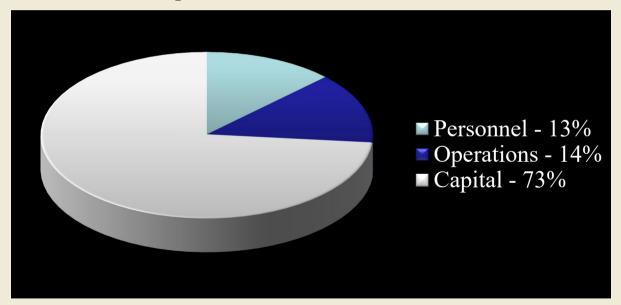
- Modify operations and facilities to better handle current and future customer traffic/tonnage
- ₹ Will be beneficial to customers and staff
- SCS Engineers currently working on 90% design specifications



FY 2023 Budget

⇒ Personnel = \$1,314,207

Arr Capital = \$7,563,283



FY 2023 Notable Capital Expenditures

- Replacement of landfill dozer (\$925,000)
- Replacement of Transfer Station truck-tractor
 (\$115,000 – was supposed to take place this current fiscal year)
- Begin Transfer Station improvements (\$4,200,000)





Highlights of FY 2023 Budget

Rate increase proposed for FY 2023

2.75% rate increase*

<u>Location</u>	Transfer Station Rate Per Ton	<u>Landfill Rate Per Ton</u>
Grand Island	\$48.96 (uncompacted)	\$35.72 (uncompacted)
	\$39.40 (compacted)	\$31.47 (compacted)
Columbus	\$69.00	
Norfolk	\$66.00	
Fremont	\$58.79	
York		\$49.50
Hastings		\$41.00
Lincoln		\$43.35

^{*}based on 6/2021 Rate Study



Questions?





City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -5

One & Six Year Street Improvement Plan

Staff Contact: Keith Kurz PE, Interim Public Works Director

Grand Island

PUBLIC WORKS







Keith Kurz, PE
Interim City Engineer/Public Works Director

2022 Projects

- Annual Curb Ramp Project No. 2022-CR-1
- Webb Rd Paving Assessments
- Pavement Condition Assessment
- Five Points Intersection Improvements
- Old Potash Hwy; North Rd to Webb Rd
- Highway 30 Realignment
- Broadwell/UPRR Grade Separation
- North Rd; 13th St to Hwy 2
- North Rd; Old Potash Hwy to 13th St
- North Rd; Hwy 30 to Old Potash Hwy
- US Hwy 30 Bridges
- Custer Ave Rehabilitation
- Eddy St Underpass Rehabilitation
- Capital Ave; Moores Creek to North Rd
- Hwy 2: Cairo to Grand Island

- Locust St; 2nd St to Fonner Park Rd
- Claude Rd Extension
- GI North; Hwy 281 (NDOT)
- Bond Payment
- NW Flood Control Project
- Moores Creek Drain Ext- Water Tower Culverts
- Moores Creek Detention Cell-OPH/North
- N 80 Wetland Delineation
- Sidewalk Cost Share Program
- ₹ PVIP Drainage Dist No. 2020-1
- JBS Trail Culvert
- Brookline Drainage/Henry St Drainage

2022 Capital Improvement Projects Funded by Gas Tax

Project	2022 Budget		2022 Forecast
Annual Curb Ramp Project (2021-CR-1)	\$	165,000	\$ 150,000
Webb Rd Paving Assessments	\$	120,000	\$ 80,500
Pavement Condition	\$	165,000	\$ 145,000
Five Pts Intersection Improvements	\$	50,000	\$ 45,000
Old Potash Hwy; North Rd to Webb Rd	\$	2,350,000	\$ 2,800,000
US 30 Realingnment	\$	-	\$ 1,000
Broadwell /UPRR Grade Separation	\$	70,000	\$ 47,000
North Rd; 13th St to Hwy 2	\$	2,000,000	\$ 1,721,000
North Rd; Old Potash Hwy to 13th St	\$	3,525,000	\$ 3,012,000
US Hwy 30 Bridges	\$	230,000	\$ 215,000
North Rd; Old Potash to Hwy 30	\$	25,000	\$ 1,400
Custer Ave Rehabilitation	\$	3,005,000	\$ 2,580,000
Eddy St Underpass Rehabilitation	\$	1,300,000	\$ 1,265,000
Capital Ave; Moores Creek to North Rd	\$	2,235,000	\$ 1,733,308
Hwy 2; Cairo to Grand Island	\$	1,100,000	\$ 1,800,000
Locust St; 2nd St to Fonner Park Rd	\$	450,000	\$ 311,000
Claude Rd ROW	\$	750,000	\$ 750,000
GI North- 281	\$	-	\$ 124,000
Bond Payment	\$	1,708,850	\$ 1,710,000
Unassigned	\$	100,000	\$ -
	\$	19,348,850	\$ 18,491,208

2022 Capital Improvement Projects Funded by General Fund

Project	2022 Budget		2022 Forecast
NW Flood Control Project	\$	35,000	\$ 35,000
Moores Creek Drain Ext- Water Tower Culverts	\$	325,000	\$ 378,300
Moores Creek Detention Cell- OPH/North Rd	\$	325,000	\$ 254,000
N 80 Wetland Delineation	\$	200,000	\$ 6,700
Moores Creek Drainway	\$	-	\$ 150
Sidewalk Cost Share Program	\$	25,000	\$ 25,000
PVIP Drainage Dist No. 2020-1	\$	250,000	\$ 35,000
JBS Trail Culvert	\$	-	\$ 232,700
Brookline/Henry St Drainage	\$	450,000	\$ 415,400
	\$	1,610,000	\$ 1,382,250



Summary of Capital Improvement Projects

Project	2022 Budget		20	2 Forecast	
Funded by Gas Tax	\$	19,348,850	\$	18,491,208	
Funded by General Fund	\$	1,610,000	\$	1,382,250	
	\$	20,958,850	\$	19,873,458	

Proposed Capital Projects for 2022/2023

- Annual Curb Ramp Project No. 2023-CR-1
- Webb Rd Paving Assessments
- Five Points Intersection Improvements
- Broadwell/ UPRR Grade Separation
- North Rd; Old Potash Hwy to 13th St
- North Rd; US Hwy 30 to Old Potash Hwy
- Custer Ave; Old Potash Hwy to Forrest St
- Eddy St Underpass Rehabilitation
- Locust St; 2nd St to Fonner Park Rd
- Veterans Legacy
- Claude Road Extension
- Bond Payment

- Northwest Flood Control
- N 80 Wetland Delineation
- Sidewalk Cost Share Program
- PVIP Drainage District No. 2020-1
- Citywide Drainage
- Street/Fleet New Facility
- Brookline/Henry Drainage Improvements

Grand Island

Annual Curb Ramp Project No. 2023-CR-1 \$165,000

Required by the Federal American Disabilities Act (ADA) Regulations –installation program follows the previous year's asphalt program and other priority corridors. Additional locations are added as funds allow.





Five Points Intersection Improvements \$586,900 / \$3,420,000



- Public right-of-way has been acquired
- Finishing design
- Letting scheduled Fall2022/Construction Spring2023 (subject to change)

Grand Island

Broadwell/UPRR Grade Separation \$100,000/ \$28,350,000

- Address solutions to vehicle traffic conflicts with railroad crossing
- Anticipate 10 year process to acquire funds (began FY 2019)
- Finish PEL- Planning and Environmental Linkages Study Fall 2022
- Seeking funding through NDOT
 - Aiming to get a Program Agreement to begin Environmental & Engineering in FY 23 (80/20 match)
- ➡Possible grants available- Infrastructure for Rebuilding America (INFRA) and Rebuilding American Infrastructure with Sustainability and Equity (RAISE)



North Road; Old Potash Hwy to 13th Street \$500,000/\$4,595,296

- Improvements from the intersection of 13th Street and North Road to the intersection of Old Potash Highway and North Road
- Concrete curb and gutter section with sidewalk, traffic control, drainage and other associated improvements
- Open to traffic Fall 2022/ Final Completion Spring 2023



Grand Island

North Road; US Hwy 30 to Old Potash Hwy \$2,650,000/\$3,014,768

- Improvements from the intersection of Old Potash Highway and North Road to the intersection of Highway 30 and North Road
- Concrete curb and gutter section with sidewalk, traffic control, drainage and other associated improvements
- Last section of North Road; Highway 2 to US Highway 30



Grand Island

Custer Avenue; Old Potash Hwy to Forrest St \$1,700,000/\$4,280,000

- Full depth removal of the driving lanes
- Project will be constructed in 3 phases
 - Phase I- Old Potash Hwy to Faidley Ave
 - Phase II- Faidley Ave to 13th St
 - Phase III- 13th St to Forrest St (design started)
 - Construction 2023





Eddy Street Underpass Rehabilitation \$300,000/\$1,500,000

- Preventative concrete patching, wall surface treatments, bird spikes and other items will be addressed
- Construction 2022 into 2023
 - Final work and restoration FY2023



Locust St; 2nd St to Fonner Park Rd \$450,000 / \$10,761,000

- Full depth replacement of roadway with concrete curb and gutter
- Remedy alignment issues at intersections along corridor
- Drainage improvements
- Final Engineering/ROW FY 2023
- Construction FY 2024/2025



Veterans Legacy \$150,000/ \$1,350,000

- Paving and drainage development north of Capital Avenue, East of Webb Road
- Design work to take place FY2023
- Dependent upon funding from other sources
- Construction TBD



Claude Road Extension \$2,400,000/ \$2,400,000

- North of Faidley Avenue to State Street
 - Control access points
 - Improve traffic performance and safety
- Relieve congestion along Diers Avenue
- Finish design
- Construction of roadway between Diers Avenue and Claude Road (south of State St) FY 2023



Northwest Flood Control \$20,000/\$7,800,000

- Completion anticipated December 2022
- Yearly maintenance costs upon project completion

N 80 Wetland Delineation \$210,000/\$2,000,000

- City owned wetland bank
- Anticipated this will double as a detention cell to allow additional water storage on the north end of town
- Improve drainage depths in Moores Creek within the City
- Continue Engineering/Permitting
- Currently in USACE public notice period



Sidewalk Cost Share Program

\$25,000

- Per Ordinance No. 9764
- Repair displaced, broken, and/or ADA deficient sidewalks in the public ROW
- Construct segments of sidewalk to fill in the network along streets within City limits
- 7 applications received in FY22, with \$12,375.66 paid out (including engineering services)





PVIP Drainage District No. 2020-1 \$250,000/\$600,000

- Design and construction of drainage outlet in the Platte Valley Industrial Park area
- City portion of a partnership with Hall County, CPNRD & GIAEDC
- City cost will be recouped by assessment district



21

Citywide Drainage \$250,000

- Use data collected over past years to improve drainage in various areas of the City
- Develop hydraulic computer models to analyze performance of storm sewers
- Identify weaknesses or improvements that will increase storm sewer capacity and plan future work
- Pilot model area that could lead to overall City model
- Small projects may be built if budget allows

Grand Island

Street/Fleet Facility Study \$150,000

- Investigate current facility use and study feasibility of new facility
- Current facility owned by UPRR
 - Lease expires October 2023, with yearly renewal thereafter





23

Grand Island

Brookline Drive Drainage Improvements South Street/Henry Street Drainage Improvements

\$50,000 / \$465,400

Brookline Drive- improve drainage along Brookline Drive, east of South Locust St

- South Street/Henry Street-Improve intersection drainage to stop roadway washout
- Completion of project from FY 2022



24

2023 Capital Improvement Projects Funded with Gas Tax Money

Annual Curb Ramp Project (2023-CR-1)	\$ 165,000
Webb Rd Paving Assessments	\$ 80,500
Five Points Intersection Improvements	\$ 586,900
Broadwell /UPRR Grade Separation	\$ 100,000
North Rd; Old Potash Hwy to 13th St	\$ 500,000
North Rd; US Hwy 30 to Old Potash Hwy	\$ 2,650,000
Custer Ave; Old Potash Hwy to Forrest St	\$ 1,700,000
Eddy St Underpass Rehab	\$ 300,000
Locust St; 2nd St to Fonner Park Rd	\$ 450,000
Veterans Legacy (contingent on other funding)	\$ 150,000
Claude Road Extension	\$ 2,400,000
Bond Payment	\$ 1,708,850
	\$ 10,791,250



2023 Capital Improvement Projects Funded by General Fund

NW Flood Control Project	\$ 20,000
N Moores Creek 80 Wetland Delineation	\$ 210,000
Sidewalk Cost Share Program	\$ 25,000
PVIP Drainage District No. 2020-1	\$ 250,000
Citywide Drainage	\$ 250,000
Street/Fleet Facility Study	\$ 150,000
Brookline/Henry St Drainage	\$ 50,000
	\$ 955,000

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2023 Capital Improvement Budget Summary

Project		023 Budget
Funded by Gas Tax & Sales Tax	\$	10,791,250
Funded by Sales Tax	\$	955,000
	\$	11,746,250

- •\$165,000 of capital dollars is mandated (ADA Curb Ramps)
- •\$100,000 of capital dollars is funding Federal Aid projects
- •\$586,900 of capital dollars is funding NDOT Safety projects



2023 Funding Sources- 210 Fund

Projected 2022 Ending Cash Balance	\$ 3,771,411
State Gas Tax Fund	\$ 6,630,227
NDOT Buy Backs	\$ 1,040,000
1/2 Cent Sales Tax	\$ 6,825,550
Other Funding Sources (Veterans Legacy)	\$ 150,000
Other Revenue	\$ 2,622,244
Bond	\$ -
Total Available Funding	\$ 21,039,432
210 Fund Capital Projects	\$ 11,416,250
210 Streets Expenses	\$ 5,727,767
210 Streets Non-Capital Projects	\$ 1,819,800
Total Expenses	\$ 18,963,817
Ending Cash Balance in 210 Fund	\$ 2,075,615

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2023 Future Project Expenses

				_			
Project	2023	2024	2025		2026	2027	2028
Annual Handicap Ramp	\$ 165,000	\$ 169,950	\$ 175,000	\$	180,000	\$ 185,700	\$ 191,400
Webb Rd Paving Assessments	\$ 80,500	\$ 80,500	\$ 80,500	\$	-	\$ -	\$ -
Five Points Intersection Improvements	\$ 586,900	\$ -	\$ -	\$	-	\$ -	\$ -
Hwy 30 Realignment	\$ -	\$ -	\$ 892,566	\$	-	\$ -	\$ -
Broadwell /UPRR Grade Separation	\$ 100,000	\$ 720,000	\$ 420,000	\$	933,000	\$ 467,000	\$ 18,720,000
North Rd; Old Potash Hwy to 13th St	\$ 500,000	\$ -	\$ -	\$	-	\$ -	\$ -
North Rd; Old Potash Hwy to Hwy 30	\$ 2,650,000	\$ -	\$ -	\$	-	\$ -	\$ -
Custer Ave; Old Potash Hwy to Forrest St	\$ 1,700,000	\$ -	\$ -	\$	-	\$ -	\$ -
Eddy St Underpass Rehab	\$ 300,000	\$ -	\$ -	\$	-	\$ -	\$ -
Locust St; 2nd St to Fonner Park R	\$ 450,000	\$ 5,000,000	\$ 5,000,000	\$	-	\$ -	\$ -
Veterans Legacy (contingent on other funding)	\$ 150,000	\$ 1,200,000	\$ -	\$	-	\$ -	\$ -
Claude Rd; State St/Diers Ave to Claude Rd	\$ 2,400,000	\$ -	\$ -	\$	-	\$ -	\$ -
Bond Payment	\$ 1,708,850	\$ 1,763,150	\$ 1,759,350	\$	1,758,450	\$ 1,760,250	\$ 1,762,450
NW Flood Control Project	\$ 20,000	\$ -	\$ -	\$	-	\$ -	\$ -
N Moores Creek 80 Wetland Detention	\$ 210,000	\$ 1,400,000	\$ 350,000	\$	-	\$ -	\$ -
Sidewalk Cost Share Program	\$ 25,000	\$ 25,000	\$ 25,000	\$	25,000	\$ 25,000	\$ 25,000
PVIP Drainage District No. 2020-1	\$ 250,000	\$ -	\$ -	\$	-	\$ -	\$ -
Citywide Drainage	\$ 250,000	\$ 250,000	\$ 250,000	\$	250,000	\$ 250,000	\$ 250,000
Street/Fleet Facility Study	\$ 150,000	\$ -	\$ -	\$	-	\$ -	\$ -
Brookline/Henry Drainage Improvements	\$ 50,000	\$ -	\$ -	\$	-	\$ -	\$ -
	\$ 11,746,250	\$ 10,608,600	\$ 8,952,416	\$	3,146,450	\$ 2,687,950	\$ 20,948,850

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City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -6

Parks Projects Presentation & Land Option

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: July 19, 2022

Subject: Parks Projects and Land Option

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

2022-23 Proposed Parks Projects

Paint Lincoln Pool	\$ 35,000
Picnic Shelter Replacements	\$ 40,000
Demo Memorial Park Building	\$ 40,000
Ryder Park Legion Field Bleachers	\$ 40,000
Stolley Splash Pad Surfacing	\$ 50,000
Island Oasis Updates	\$ 75,000
Ashley Park Backstop and Bleachers Updates	\$ 80,000
Grace Abbott Playground Update \$70,000 CBGD Funds	\$ 75,000
Misc. Park Projects	\$ 135,000
Bike Trail Claude to Water Tower - \$640,000 TAP Grant?	\$ 160,000
Park Land Acquisition	\$ 136,483
Stolley Irrigation Expansion	\$ 175,000
George Park Baseball Field Update	\$ 200,000
Vets Fields Drainage Improvement	\$ 225,000
Fieldhouse Turf	\$ 240,000
George Park - New Restroom	\$ 300,000
Ryder Park - New Restroom	\$ 300,000
Stolley Parking and Road Upgrade	\$ 350,000
Ryder Park - Concrete Parking Lot	\$ 950,000
Remove HPSP Building(s)	\$ 100,000
TOTAL	\$ 3,706,483

Park Land Option Purchase

The option to purchase 4.6 acres of land immediately west of the Emergency Management Operations Center expires in November of this year. The Parks Department recommends purchasing the property for a total of \$136,482.50. The property is ideally

located for a future City park and/or City swimming pool. No timeframe or budget has been set for such development. For a size reference: Sothman Park 4.4 acres, Memorial Park is 4.5 acres, and Grace Abbott Park 5.4 acres.



Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

It is the intent of City Administration to develop council direction into a future City Council action item.

GROUND LEASE WITH OPTION TO PURCHASE

THIS GROUND LEASE WITH OPTION TO PURCHASE ("Lease"), made as of the day of November 20, 2017, between The Meadows Apartment Homes, L.L.C., a Nebraska limited liability company (hereinafter called "Landlord"), and the City of Grand Island, a body politic and corporate and a political subdivision of the State of Nebraska (hereinafter called ("Tenant").

WITNESSETH:

Article I. The Demise

Section 1.01 The Demise.

Landlord hereby demises and leases to Tenant the real property located in the City of City of Grand Island, County of Hall, Nebraska, known and described as follows:

A TRACT OF LAND COMPRISING A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST OUARTER (N1/2 NE1/4); THENCE ON AN ASSUMED BEARING OF S01°24'11"E, SOUTH ALONG THE EAST LINE OF SAID N1/2 NE1/4, A DISTANCE OF 492.04 FEET, TO THE NORTHEAST CORNER OF LOT 2, HANOVER SECOND SUBDIVISION; THENCE S88°36'51"W, WEST ALONG THE NORTH LINE OF HANOVER SECOND SUBDIVISION, A DISTANCE OF 330.07 FEET, TO THE NORTHWEST CORNER OF LOT 2, HANOVER SECOND SUBDIVISION; THENCE N01°23'27"W A DISTANCE OF 496.86 FEET TO A POINT ON THE NORTH LINE OF SAID N1/2 NE1/4; THENCE N89°27'02"E, EAST ALONG THE NORTH LINE OF SAID N1/2 NE1/4, A DISTANCE OF 330.00 FEET, TO THE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 163,176.08 SQUARE FEET OR 3.746 ACRES MORE OR LESS OF WHICH 0.598 ACRES ARE COUNTY ROAD RIGHT-OF-WAY.

(hereinafter called the "Land"), subject to the matters and things set forth herein.

Section 1.02 Subdivision. To facilitate effectuation of Tenant's options of purchase as hereinafter set forth, Tenant shall cause a Subdivision Plat to be prepared and submitted for

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approval, at Tenant's sole cost and expense in respect to the following described parcel of real estate:

A tract of land comprising a part of the North Half of the Northeast Quarter (N1/2NE1/4) of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska, more particularly described as follows: Beginning at the northeast corner of said North Half of the Northeast Quarter (N1/2NE1/4); thence running southerly along the east line of said North Half of the Northeast Quarter (N1/2NE1/4), on an Assumed Bearing of S 00° 00' 00" E, a distance of Four Hundred Ninety Two (492.00) feet, to the northeast corner of Hanover Subdivision; thence running S 90° 00' 00" W, along the north line of Hanover Subdivision, a distance of Three Hundred Thirty (330.00) feet, to the northwest corner of Hanover Subdivision; thence running S 00° 00' 00" E, along the west line of Hanover Subdivision, a distance of Three Hundred Ninety Six (396.00) feet, to the southwest corner of Hanover Subdivision; thence running S 90° 00' 00" E, along the south line of Hanover Subdivision, a distance of Three Hundred Thirty (330.00) feet, to the southeast corner of Hanover Subdivision, and to a point on the east line of said North Half of the Northeast Quarter (N1/2NE1/4); thence running S 00° 00' 00" W, along the east line of said North Half of the Northeast Ouarter (N1/2NE1/4), a distance of Four Hundred Twenty Five and Twenty Hundredths (425,20) feet, to the southeast corner of said North Half of the Northeast Quarter (N1/2NE1/4); thence running N 89° 22' 25" W, along the south line of said North Half of the Northeast Quarter (N1/2NE1/4), a distance of Seven Hundred Sixty Two and Forty Four Hundredths (762.44) feet; thence running N 00° 00' 00" E, a distance of One Thousand Three Hundred Sixteen and Eighteen Hundredths (1316.18) feet, to a point on the north line of said North Half of the Northeast Quarter (N1/2NE1/4); thence running S 89° 08' 58" E, along the north line of said North Half of the Northeast Quarter (N1/2NE1/4), a distance of Seven Hundred Sixty Two and Forty Eight Hundredths (762.48) feet to the point of beginning;

for the purpose of creating four (4) lots with access to existing public streets that shall consist of the Land, platted as two (2) lots, Tract "A" as identified in Section 25.02, and the balance of the real estate as a separate parcel remaining for such use as Landlord may hereafter determine. Although such subdivision shall be subject to prior approval, Landlord agrees to execute such Plat and Subdivision Agreement as required and otherwise cooperate with Tenant in whatever way may be reasonably necessary to obtain subdivision approval.

TO HAVE AND TO	HOLD the property above described for a term, commencing on the
day of	2017, and ending on the 30th day of June, 2018, unless sooner terminated
as hereinafter provide	ed (hereinafter called the "Term").

Article II. Building Defined.

Section 2.01 The term "Building" as used in this Lease shall mean the buildings and improvements, including all foundations, structures, landscaping, sidewalks, curbs, driveways, parking facilities, and fixtures, to be hereafter located upon the Land and any additions thereto or replacements thereof.

Section 2.02 Building to Become the Property of Landlord. So long as this Lease remains in force, any Building constructed by Tenant on the Land shall be owned in fee simple by Tenant (Tenant to stand seized of the title for the purposes herein set forth) but upon the termination of this Lease without Tenant having given notice of the exercise of the option to purchase the Land prior to the expiration of the term of this Lease the Buildings shall become the property of Landlord in fee simple free and clear of all encumbrances, excepting only the lien of taxes, if any, assessed but not yet due and payable (for which Tenant shall remain obligated to pay to the extent that the same are allocable to the period prior to the termination of this Lease).

Section 2.03 Tenant's Covenant to Perform. This Lease is made upon the foregoing and the following covenants and conditions, each of which Tenant agrees to perform, irrespective of whether the particular provision is in the form of a covenant, an agreement, a condition, a direction, or otherwise.

Article III. Rent

Section 3.01 Amount of Rent. Tenant covenants and agrees to pay to Landlord the sum of One and No/100 Dollars (\$1.00) as rent for the Land demised for the term specified by this Lease, such rent being payable in its entirety upon the date of the commencement of such term.

Section 3.02 Place of Payment. Tenant shall pay all such rent to Landlord in lawful money of the United States at such place as Landlord shall from time to time designate by notice to Tenant.

Section 3.03 Rent to Be Without Deduction, Setoff, or Counterclaim. This Lease shall be deemed and construed to be a net Lease, and Landlord shall receive all rent and other payments

hereunder to be made by Tenant free from any charges, assessments, Impositions (as defined in Section 4.01 hereof), expenses, or deductions of any nature whatsoever. Landlord shall not be called upon to make any expenditure for the maintenance, repair, or preservation of the Building or Land or any portion thereof.

Article IV. Payment of Taxes, Assessments, and Other Impositions

Section 4.01 Payment of Impositions. Tenant agrees to pay or cause to be paid as additional rent, before any fine, penalty, interest, or cost is added thereto for the nonpayment thereof, all real estate taxes and other ad valorem taxes on tangible property assessments, water rates and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits (all of which taxes, and contributions in lieu of taxes, assessments, water rates or charges, levies and other governmental charges levied or assessed against Landlord, Tenant, or the Land or Building are herein referred to as "Impositions"), which are assessed, levied, confirmed, imposed, or become a lien upon the Land or the Building or which become payable during the Term of this Lease, except as otherwise provided for in this Article IV.

Section 4.02 If by law any such Imposition is payable, or may at the option of the taxpayer be paid, in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), then Tenant shall pay the same (and any accrued interest on the unpaid balance of such Imposition) in the amount of such installments as the same respectively become due and before any fine, penalty, interest, or cost is added thereto for the nonpayment of any such installment and interest. Any Imposition relating to a fiscal period of the taxing authority, a part of which period is included within the Term of this Lease and a part of which is included in a period of time prior to the commencement of the term of this Lease or after the termination of this Lease, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed or become a lien upon the Land or upon the Building or both, or shall become payable during the Term of this Lease) be adjusted as between Landlord and Tenant at the time of the commencement of this Lease, and, again, as of the termination of this Lease, so that Landlord

shall pay that proportion of such Imposition allocable that part of the fiscal period included in the period of time before commencement and after the termination of this Lease to Tenant, and Tenant shall pay the remainder thereof. Notwithstanding the provisions in this Section 4.02, in the event that Tenant shall exercise its option to purchase the Land, Tenant shall be solely responsible for any Imposition after the termination of this Lease.

Section 4.03 With respect to any Imposition for public improvements or benefits that by law is payable in installments, Landlord shall pay the installments thereof which become due and payable prior to the commencement of the term of this Lease or subsequent to the termination of this Lease and Tenant shall pay those installments which become due and payable during the Term of this Lease. Tenant further agrees to pay all real estate taxes herein defined as Impositions upon the Building and the Land attributable to that portion thereof allocable to the term of this Lease, with the Landlord remaining responsible for the payment of those taxes allocable to any time prior to the commencement of the term of this Lease and subsequent to the date that such Lease terminates. Notwithstanding the provisions in this Section 4.03, in the event that Tenant shall exercise its option to purchase the Land, Tenant shall be solely responsible for any Imposition after the termination of this Lease.

Section 4.04 Pro-Rata Division of Impositions. In the event any Imposition, including real estate taxes and special assessments, is levied upon the whole of Landlord's land and not separately upon the Land leased hereunder, Tenant shall pay its proportionate share of the Imposition attributable to that portion thereof allocable to the term of this Lease, with the Landlord remaining responsible for the payment of those taxes allocable to any time prior to the commencement of the term of this Lease and subsequent to the date that such Lease terminates. Notwithstanding the provisions in this Section 4.04, in the event that Tenant shall exercise its option to purchase the Land, Tenant shall be solely responsible for any Imposition after the termination of this Lease.

Section 4.05 Right to Contest Impositions. Tenant shall have the right to contest the amount or validity of any Imposition upon the Land, the Building, or any part thereof by appropriate legal proceedings, but this shall not be construed in any way as modifying Tenant's covenant to pay

such Imposition at the time and in the manner as in this Article. Landlord agrees to cooperate reasonably with Tenant in any such contest but without expense to Landlord. If Tenant shall not be in default under this Lease, Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon which relate to the Land and Building and have been paid by or on behalf of Tenant, or which have been paid by Landlord and for which Landlord has been fully reimbursed.

Article V. Insurance

Section 5.01 Insurance on Building. Tenant shall, at Tenant's sole cost and expense but for the mutual benefit of Landlord and Tenant, maintain the following insurance:

- (a) Fire and extended coverage insurance on the Building, in an amount that shall be sufficient to cover the full replacement value thereof, protecting against loss or damage by (i) fire and lightning, (ii) the risks commonly included within the term "extended coverage" (including but not limited to wind, storm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke), and (iii) vandalism and malicious mischief, all such terms as used in insurance policies from time to time issued by insurance companies licensed to do business by the State of Nebraska. Such policy or policies shall include coverage for all increases in the cost of construction or repair of the Building caused by the enforcement of any law or ordinance regulating, prohibiting, or restricting the repair or reconstruction of the Building and all costs of demolition of any undamaged portion of the Building and the value of that undamaged portion and the replacement cost of the undamaged and damaged portion.
- (b) In lieu of the above insurance coverage, Tenant may obtain "All Risk" coverage, provided only that such coverage is at least as large in amount and as broad in coverage as the foregoing and that the form of the coverage is first approved in writing by Landlord.

Section 5.02 Other Insurance to Be Carried. Tenant shall also, at Tenant's sole cost and expense but for the mutual benefit of Landlord and Tenant, maintain comprehensive general public liability and property damage insurance, protecting and indemnifying Landlord and its

officers, agents, and employees; Tenant; and others designated by Landlord, against any and all claims (including all costs and expenses of defending against the same) for bodily injury, sickness, disease, or death, or for damage or injury to or destruction of property (including loss of the use thereof) arising out of the ownership, maintenance, or use of the Building or the Land. The limits of such insurance shall be not less than \$2,000,000 in respect of bodily injury, sickness, disease, or death resulting from any one occurrence; and \$2,000,000 in respect of damage or injury to or destruction of property from any one occurrence; and an excess "umbrella" policy (providing insurance in respect of the risks above described for liability in excess of the limits specified above for such risks). The limits of the excess "umbrella" policy required hereby shall not be less than a combined single limit of \$5,000,000.

Section 5.03 Landlord as Additional Insured and Proof of Insurance. Any insurance policies required to be carried pursuant to this Article V shall name Landlord as an additional insured. A certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Landlord before the commencement of the Term of this Lease. Not less than ten (10) days prior to the expiration of any such policy or policies, evidence of the renewal of such policy or policies, or a new certificate, together with evidence of the payment of premiums for the renewal period or new policy, as the case may be, shall be delivered to Landlord. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled or the coverage changed without ten (10) days' prior written notice to Landlord.

Article VI. Use of the Land and Building

Section 6.01 No Representations by Landlord—No Repairs. Tenant acknowledges that it has examined the Land and knows the condition thereof and accepts such Land in its present condition and without any representations or warranties of any kind or nature whatsoever by Landlord as to such Land's condition or as to the use or occupancy that may be made thereof. Effective upon the commencement of the Term of this Lease, Tenant assumes the sole responsibility for the condition, operation, maintenance, and management of the Land and Building, and Landlord shall not be required at any time to furnish any facilities or services or to

make any repairs, replacements, changes (structural or otherwise), additions, or alterations to the Land, the Building, or any other property of any kind demised by this Lease.

Section 6.02 Compliance with Law. Tenant shall throughout the Term of this Lease, at Tenant's sole expense, promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers thereof (whether or not the same require structural repairs or alterations) that may be applicable from time to time to the Land and the Building. Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and other types of insurance at any time in force with respect to the Building.

Article VII. Repairs, Maintenance and Improvements

Section 7.01 Repair of Building. Tenant shall throughout the Term of this Lease, at Tenant's sole expense, maintain the Building that Tenant intends to construct upon the Land in good condition and repair. Tenant shall promptly, at Tenant's own expense, make to and on such Building all necessary repairs, renewals, and replacements, interior and exterior, structural and nonstructural, whether made necessary or caused by fire or other cause or by ordinary wear and tear. Nothing contained in this Lease shall impose on Landlord the obligation to make any repairs or expend any monies for the maintenance of the Land or Building or any improvement located thereon or the renewal, replacement, or repair of the Building or any part thereof except for such repairs caused by the negligence of Landlord or Landlord's employees.

Section 7.02 Removal of Dangerous Conditions. Tenant shall during the Term of this Lease, at Tenant's sole expense, do all things necessary to remove any dangerous condition from time to time existing on the Land, including (without limiting the generality of the foregoing) promptly taking any appropriate measures to prevent or repair any erosion, collapse, or other unstable condition of the Land.

Article VIII. Landlord's Right to Perform Tenant's Covenants; Reimbursement of Landlord for Amounts So Expended

Section 8.01 Performance of Tenant's Covenants to Pay Money. Tenant covenants that if it shall at any time fail to pay any Impositions pursuant to the provisions of Article IV hereof; or shall fail to take out, pay for, maintain, or deliver any of the insurance policies pursuant to Article V hereof; or shall fail to make any other payment (other than rent) due hereunder, and such failure shall continue for sixty (60) days after written notice to Tenant, then Landlord may, but shall not be obligated to, and without further notice to or demand upon Tenant, pay any such Imposition, effect any such insurance coverage and pay premiums therefor, or make any other payment in such manner and to such extent as Landlord may deem desirable.

Section 8.02 Landlord's Right to Cure Tenant's Defaults. If there shall be an event of default involving the failure of Tenant to keep the Building in good condition and repair in accordance with the provisions of this Lease, to make any necessary renewals or replacements or to remove any dangerous condition in accordance with the requirements of this Lease, or to take any other action required by the terms of this Lease, then Landlord shall have the right, but shall not be required, to make good any such default of Tenant. Nothing herein shall imply any duty upon the part of Landlord to do any such work that Tenant is required to perform under any provision of this Lease. Landlord may, during the progress of any such work elected to be performed by Landlord on the Land or the Building, enter with contractors, agents, and servants and keep and store all necessary materials, tools, and equipment upon the Land and in the Building or any part thereof.

Section 8.03 Reimbursement of Landlord. All sums advanced by Landlord pursuant to the provisions of Sections 8.01 and 8.02 hereof shall be deemed additional rent and shall be payable by Tenant to Landlord. Such reimbursement shall be made on demand or, at the option of Landlord, may be added to any rent then due or thereafter becoming due under this Lease, as the case may be, and Tenant covenants to pay any such sum or sums and Landlord shall have (in addition to any other right or remedy) the same rights and remedies in the event of the

nonpayment thereof by Tenant as in the case of default by Tenant in the payment of any installment of rent as provided herein.

Article IX. New Buildings and Changes and Alterations

Section 9.01 Construction of the Building. Tenant may erect and construct upon the Land its fire station and emergency center, including all drives; parking areas; sewer, water, and electric connections; and all necessary and desirable fixtures. The Building so constructed shall not occupy any land other than the Land demised by this Lease.

Section 9.02 Approval by Landlord. Prior to the commencement of the construction of the Building or any of the work to be performed by Tenant as described in Article X hereof, Tenant shall obtain the written approval of Landlord to the final plans and specifications. Such approval shall not be withheld unreasonably.

Section 9.03 Procurement of Permits. No construction of any part of the Building nor any of the work to be performed by Tenant as described in this Article IX shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

Section 9.04 Control of Construction.

- (a) All work to be performed by Tenant or on Tenant's behalf shall be done promptly and in a good workmanlike manner substantially in accordance with the approved Plans and Specifications and in compliance with the building and zoning laws of the City of Grand Island.
- (b) The cost of all work performed by Tenant shall be paid promptly so that the Land and the Building shall at all times be free of liens for labor and materials supplied to Tenant.

Article X. Damage or Destruction

Section 10.01 Repair and Replacement of Building after Damage. In the event of damage by fire or otherwise to any machinery, fixtures, or equipment that are a part of the Building, Tenant shall, within three (3) months after such damage, and as much sooner as is reasonably possible, at Tenant's sole expense (but using along with Tenant's own funds such insurance proceeds as may be available for that purpose) either repair or replace such machinery, fixtures, or equipment. In the event of damage by fire or otherwise to the Building, Tenant shall, within twelve (12) months after such damage, and as much sooner as is reasonably possible, at Tenant's sole expense (but using along with Tenant's own funds such insurance proceeds as may be available for that purpose), either repair and restore the Building as completely as possible to the condition it was in immediately prior to such damage or, if Tenant so elects, replace the Building (including all machinery, fixtures and equipment situated therein) with a building of the same general size and character as the damaged building. In either event, the repairing, restoring, or replacement shall be done in conformity with and subject to the provisions of Article IX applicable to the construction of the Building on the Land.

Section 10.02 Payment for Construction after Damage or Destruction. All insurance proceeds recovered by Landlord or Tenant on account of damage or destruction, less the costs, if any, for such recovery (including reasonable counsel fees), shall be applied to the payment of the cost of the repairing, restoring, removing, or replacing the Building.

Section 10.03 Unused Insurance Proceeds and Deposits. In the event any proceeds of insurance or sums deposited with the Landlord in connection with any restoration or rebuilding of the Building shall remain in the hands of Landlord after completion of such restoration or rebuilding, and if Tenant shall not be in default under this Lease in respect of any matter or thing, then such remaining funds shall be paid to Tenant.

Article XI. Mechanics' Liens

Section 11.01 Discharge of Mechanics' Liens. Tenant shall not suffer or permit any mechanics' liens to be filed against the title to the Land, nor against Tenant's interest in the Land, nor against the Building or parking facilities by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant. If any such mechanics' lien shall at any time be filed against the Land, the Building, or the parking facilities, or any part thereof, Tenant shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanics' lien within such period, then in addition to any other right or remedy Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or bonding, and in such event Tenant shall be entitled, if it so elects, to compel the prosecution of an action for the foreclosure of such mechanics' lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs, and allowances. Tenant shall not be required to pay or discharge any such mechanics' lien so long as Tenant shall give notice in writing to Landlord of its intention to contest the validity of such lien and shall in good faith proceed to contest the same by appropriate proceedings.

Article XII. Covenants Against Waste and Inspection

Section 12.01 Waste. Tenant covenants not to do or suffer any demolition, waste or damage, disfigurement, or injury to the Land or the Building.

Section 12.02 Inspection of Building. Tenant shall permit the authorized representatives of Landlord to enter upon the Land and the Building or any part thereof at all times during usual business hours for the purpose of making reasonable inspections of the same.

Article XIII. Public Utility Charges

Section 13.01 Payment of Public Utility Charges. Tenant shall pay or cause to be paid all charges for gas, electricity, light, heat, power, or telephone or other communication service used,

rendered, or supplied upon or in connection with the Land and the Building and also any charges or expenses in connection with any alterations, additions, installations, or changes required or desired in connection with the supplying or using of such utilities or services or substitutes therefor throughout the Term of this Lease.

Article XIV. Indemnification of Landlord

Section 14.01 General Indemnification of Landlord. Tenant agrees to protect, defend, indemnify, and save harmless Landlord and its officers, agents, and employees against and from any and all claims by or on behalf of any person, firm, or corporation arising from the conduct of the Tenant or its employees, agents, and representatives, or from any work or thing whatsoever done in or about the Building or on the Land or in or on the parking facilities. Tenant also agrees to protect, defend, indemnify, and save Landlord harmless against and from any and all claims arising during the Term of this Lease from any condition of such Building and Land.

Article XV. Condemnation

Section 15.01 Separate Determination of Condemnation Awards. In the event that all or any part of the Land, Building, or any leasehold or other interest in the Land shall be taken or damaged or if any part of the Building or the Land is taken or damaged by the exercise of the power of eminent domain, then (whether or not this Lease shall terminate by operation of law upon such exercise of the power of eminent domain) the amount of damages resulting to Landlord and Tenant, respectively, and to their respective interests in and to the Land and Building and in, to, and in connection with this Lease, by reason of such exercise of the power of eminent domain, shall be separately determined and computed by the court having jurisdiction, and separate awards and judgments with respect to such damages to Landlord and Tenant, respectively, and to each of their respective interests, shall be made and entered. In the event that such court shall make a single award without separately determining the respective interests of Landlord and Tenant, and if Landlord and Tenant shall not agree in writing as to their respective portions of such award within twenty (20) days after the date of the final determination by such

court of the amount thereof, Landlord and Tenant agree to submit the matter to such court on stipulation for the purpose of a judgment determinative of their respective shares.

Section 15.02 Effect of Taking on Rent. In the event that all of the Land and the Building shall be taken by the exercise of the power of eminent domain or by agreement between Landlord, Tenant, and those authorized to exercise such power or if this Lease is terminated by operation of law as a result of the exercise of such power of eminent domain, then all rent, Impositions, and other sum or sums of money and other charges provided to be paid by Tenant and related to particular periods of time shall be apportioned and paid to the date of such taking. Unless all of the Land and Building are taken by the exercise of the power of eminent domain or unless this Lease is terminated by agreement or by operation of law as a result of the exercise of such power of eminent domain, this Lease shall continue in full force and effect.

Section 15.03 Taking Temporary. In the event that all or any part of the Building and the Land shall be taken by the exercise of the power of eminent domain for governmental occupancy for a temporary period, this Lease shall not terminate and Tenant shall continue to perform and observe all of its obligations hereunder (including the obligation to pay rent as provided throughout this Lease) as though such temporary taking had not occurred except only to the extent that it may be prevented from so doing by the terms of the order of the authority that made the taking. In the event the taking for governmental occupancy is for a period entirely within the Term of this Lease, then Tenant shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent, or otherwise. If the period of governmental occupancy extends beyond the termination of this Lease, the amount of such award, after payment to Landlord therefrom of the estimated cost of restoration of the Building. shall be apportioned between Landlord and Tenant as of the date of such termination. The amount of any award payable to Tenant in either case, on account of the taking of all or any part of the Building, shall be apportioned on an annual basis during the period within the Term of this Lease to which the award is applicable. In the event of any such temporary taking for governmental occupancy, and if the court shall make a single award without separately determining the amount of the award applicable to the taking of the interest of Landlord in this Lease and in the Building, and if Landlord and Tenant shall not agree in writing as to the

proportion of such award so applicable to Landlord, then Landlord and Tenant agree to submit the matter to such court on stipulation for the purpose of a judgment determinative of such interest of Landlord.

Section 15.04 Tenant covenants that if the termination of any such governmental occupancy occurs prior to the termination of the Term of this Lease, Tenant at its sole cost and expense will restore the Building as nearly as may be reasonably possible to the condition the same was in prior to such taking.

Article XVI. Default Provisions

Section 16.01 Events of Default. The following events are hereby defined as "Events of Default":

- (a) The failure of Tenant to pay any installment of rent, or any other payments or deposits of money as herein provided or required, when due;
- (b) The failure of Tenant to perform any of the other covenants, conditions and agreements of this Lease on the part of Tenant to be performed and the continuance of such failure for a period of sixty (60) days after notice in writing thereof from Landlord to Tenant (which notice shall specify the respects in which Landlord contends that Tenant has failed to perform any of such covenants, conditions, and agreements).

Section 16.02 Remedies in Event of Default. If any one or more Events of Default occur, the Landlord may treat each such default as a breach of this Lease and thereupon by serving written notice on Tenant, Landlord may elect, in addition to any other remedies provided by law or in equity, one or more of the following remedies:

- (a) If an Event of Default occurs after the execution of this Lease and prior to the commencement of the construction of the Building, the parties hereby agree that this Lease shall terminate forthwith:
- (b) If an Event of Default occurs after commencement of construction of the Building, and prior to the completion of Building, Landlord shall have the right to carry out and complete the construction of the Building, and all sums so expended by the Landlord

- shall be immediately payable by Tenant to the Landlord upon demand. In so completing such construction, the Landlord may depart from the plans and specifications for such Building, provided, however, that the Landlord shall not be entitled to recover from Tenant an amount in excess of the amount that would have been payable by the Tenant had the Building been completed in accordance with the plans and specifications referred to in Article IX;
- (c) If an Event of Default occurs after completion of the Building in accordance with Article IX, Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Land and Building utilizing a forcible entry and detainer action or other available legal proceeding in the event that Tenant shall fail to voluntarily vacate and surrender the Land and Building to Landlord.

Section 16.03 Waivers to Be in Writing. The receipt of rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions, agreements, or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of Landlord to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by Landlord, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of Landlord to enforce the same in the event of any subsequent breach or default. No covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing, signed by Landlord or Landlord's agent duly authorized in writing. Consent of Landlord to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve Tenant from the obligation, wherever required under this Lease, to obtain the consent of Landlord to any other act or matter. The receipt by Landlord of any rent or any other sum of money or any other consideration hereunder paid by Tenant after the termination, in any manner, of the Term herein demised, shall not reinstate, continue, or extend the Term herein demised, unless so agreed to in writing and signed by Landlord.

Article XVII. Invalidity of Particular Provisions

Section 17.01 Invalidity of Provisions. If any provisions of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Article XVIII. Quiet Enjoyment

Section 18.01 Quiet Enjoyment. Landlord agrees that Tenant, upon paying the rent and all Impositions and other charges herein provided for and performing all of the covenants and conditions of this Lease, shall lawfully and quietly occupy the Land during the Term of this Lease without hindrance or molestation by Landlord or any persons claiming under Landlord.

Article XIX. Landlord's Title

Section 19.01 Title Paramount. Landlord shall have title to the Land and the remainder or residual interest in the Building paramount to all others.

Section 19.02 Tenant Not to Encumber Landlord's Interest. Tenant shall have no right or power to and shall not in any way encumber the title of Landlord in and to the Land or the remainder or residual interest in the Building. The fee simple estate of Landlord in the Land and the interest of Landlord in the Building shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Tenant, and any claim to a lien or otherwise upon the Land or in the Building arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant in the Land and Tenant's interest in the Building and shall in all respects be subject to the paramount rights of Landlord in the Land and the remainder or residual interest in the Building.

Article XX. Limitation of Liability

Section 20.01 Liability after Ouster of Tenant. In no case shall Landlord be liable under any express or implied covenant of this Lease for any damages whatsoever for Tenant's ouster by a third party.

Article XXI. Estoppel Certificates, Subordination, and Attornment

Section 21.01 Estoppel Certificates. Landlord and Tenant each agree at any time and from time to time, so long as this Lease shall remain in effect, upon not less than ten (10) days' prior written request by the other party, to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether any default under the terms of this Lease is known by, or any notice of default has been served by, the party giving the certificate, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective Tenant of Landlord's fee simple interest in the Land or of Landlord's remainder interest in the Building or any mortgagee or assignee of any mortgage upon the fee of the Land or upon Landlord's remainder interest in the Building, as the case may be.

Section 21.02 Certification of Completion. If the Building has been constructed in accordance with Article IX and is acceptable to Landlord, then Landlord shall so certify within thirty (30) days after a written request by Tenant.

Section 21.03 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon the Land and to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements, and extensions thereof; provided that the mortgagee or trustee thereunder shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default hereunder. Tenant further agrees that upon notification by Landlord to Tenant, this Lease shall be or become prior to any mortgages or trust deeds that

may heretofore or hereafter be placed on the Land. Tenant shall execute and deliver a Subordination, Non-disturbance and Attornment Agreement or, failing to do so within ten (10) days after demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

Section 21.04 Attornment. Tenant shall, upon demand, in the event of the sale or assignment of Landlord's interest in the Land or remainder interest in the Building: or in the event that any proceedings are brought for the foreclosure thereof; or in the event of an exercise of power of sale under any mortgage, trust deed, or other financing instrument made by Landlord covering the Land, attorn in writing to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Article XXII. Assignment and Sublease

Section 22.01 Assignment and Sublease. Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Building or Land or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person or entity to occupy or use the Building, Land or any part thereof without Landlord's prior written consent, which consent may be arbitrarily withheld.

Article XXIII. Remedies Cumulative

Section 23.01 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Landlord. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power, nor shall it be construed to be a waiver of any such default or any acquiescence therein.

Section 23.02 Waiver of Remedies Not to Be Inferred. No waiver of any breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of the same or similar covenant or condition.

Section 23.03 Right to Terminate Not Waived. Neither the rights herein given to receive, sue for, or distrain for any rent, monies, or other payments, or to enforce any of the terms of this Lease, or to prevent the breach or nonobservance thereof, nor the exercise of any such right or of any other right or remedy shall in any way impair or toll the right or power of Landlord to terminate the Term herein granted and to terminate this Lease because of any event of default hereunder.

Article XXIV. Holding Over

Section 24.01 Rights Upon Holding Over. Provided Tenant does not exercise its option to purchase the Land during the Lease term, upon termination of this Lease by lapse of time, Tenant shall yield up immediate possession of the Land and the Building to Landlord. Likewise, upon termination of this Lease by reason of an Event of Default or otherwise, Tenant will at once surrender possession of the Land and Building to Landlord and remove all of Tenant's personal effects and property therefrom.

Article XXV. Option To Purchase

Section 25.01 Option to Purchase Land. Landlord hereby gives and grants to Tenant the exclusive right and option during the Term of this Lease to purchase the Land for the cash price of ONE HUNDRED THREE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$103,015.00). As a credit to said purchase price there shall be deducted the rent paid by Tenant to Landlord during the Term of the Lease. In the event Tenant elects to exercise the option, Tenant shall deliver notice thereof in writing to Landlord during the Lease Term.

Section 25.02 Option to Purchase Additional Tract. Conditioned upon Tenant having exercised its option to purchase the Land, Landlord further gives and grants to Tenant the exclusive right and option (which must be exercised in the same manner as the exercise of the option in respect to the Land) at any time within Five (5) years following the date of the commencement of the term of this Lease, for a cash price of ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY-TWO AND 50/100 DOLLARS (\$136,482.50) the following additional tract, hereinafter referred to as "Tract A":

A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4); THENCE ON AN ASSUMED BEARING OF S89°27'02"W, WEST ALONG THE NORTH LINE OF SAID N1/2 NE1/4, A DISTANCE OF 330.00 FEET, TO THE TO THE POINT OF BEGINNING; THENCE S01°23'27"E A DISTANCE OF 496.86 FEET, TO THE NORTHWEST CORNER OF LOT 2, HANOVER SECOND SUBDIVISION; THENCE S88°36'51"W A DISTANCE OF 432.30 FEET, TO A POINT ON THE EAST LINE OF LOT 1, BLOCK 2, NEUMANN SECOND SUBDIVISION; THENCE N01°24'29"W, NORTH ALONG SAID EAST LINE OF LOT 1, BLOCK 2, NEUMANN SECOND SUBDIVISION, A DISTANCE OF 503.17 FEET, TO A POINT ON THE NORTH LINE OF SAID N1/2 NE1/4; THENCE N89°27'02"E, EAST ALONG THE NORTH LINE OF SAID N1/2 NE1/4, A DISTANCE OF 432.49 FEET, TO THE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 216,191.54 SQUARE FEET OR 4.963 ACRES MORE OR LESS OF WHICH 0.328 ACRES ARE ROAD RIGHT-OF-WAY.

Section 25.03 Condition for Exercise of Options. The right to exercise the options hereinbefore set forth is conditioned upon the favorable performance by the Tenant of all of the covenants, conditions, and agreements required to be performed by it under this Lease, and the payment by the Tenant of all basic rent, additional rent, and other special payments as provided in this Lease to the Closing Date (hereafter defined).

Article XXVI. Sale Conditions And Closing

Section 26.01 Purchase Price. The balance of the Purchase Price, subject only to credits as provided herein, shall be payable in cash or certified funds at the time of closing.

Section 26.02 Closing Date. The closing upon exercise of the purchase option shall be on or before thirty (30) days after the date of the notice of the election to exercise, which is herein called the "Closing Date", unless otherwise agreed by the parities hereto in writing.

Section 26.03 Continuing Effect of Lease. In the event that Tenant shall give Landlord notice of the exercise of the option to purchase, this underlying Lease shall continue until the Closing Date, and, in the event a monthly payment for rent under the terms of the Lease shall be due and payable prior to the Closing Date, such rent shall be prorated to the Closing Date.

Section 26.04 Deed.

- (a) The property shall be conveyed to Tenant by warranty deed conveying marketable title to the Land, free from all liens, encumbrances, encroachments, restrictions, or conditions against or on the property attributable to any date prior to the commencement of the term of this Lease and not approved or allowed by Tenant, and free from Landlord's remainder or residual interest in the Building.
- (b) Definition of Marketable Title. "Marketable title," for purposes of this Section, shall mean such title as will be insured by a reputable title insurance company doing business in the State of Nebraska at regular rates and showing no exceptions to title except those that shall be approved by Tenant prior to or at closing.

Section 26.05 Evidence of Title. No later than ten (10) days prior to the Closing Date, Landlord shall furnish to Tenant a title insurance commitment issued by a reputable title insurance company authorized to transact business within the State of Nebraska, which shall show marketable title to the Land to be vested in the Landlord, subject only to easements and restrictions of record.

Section 26.06 Objection to Title. Should any defects be indicated by such commitment for title insurance, then Tenant shall deliver to Landlord, no later than five (5) days prior to the Closing Date, a copy of an attorney's opinion showing such defects; and Landlord, after written notice thereof, shall endeavor to correct the same to Tenant's satisfaction within a reasonable period of time from the date Landlord receives a copy of such opinion.

Section 26.07 Procedure for Closing.

- (a) Closing of the purchase shall take place at Grand Island Abstract, Escrow & Title Company.
- (b) All special assessments levied by local or state authority against the Land prior to the Closing Date, whether payable before or after the closing, in installments or otherwise, shall be paid in full by Landlord at the closing, except to the extent they shall have been the obligation of the Tenant pursuant to the terms of the Lease. The title company settlement fee and all costs relating to title insurance, recording, and surveys shall be borne by Tenant. Landlord shall prepare the Deed at its expense. Each party shall bear the expense of its own counsel.
- (c) By reason of conveyance to Tenant as a Nebraska municipal corporation, conveyance of the Land and Tract A will be exempt from the imposition of any documentary stamp tax.

Section 26.08 Condition of the Land. Tenant, having caused the same to be constructed, is fully aware of the condition of the Building and all other improvements construction upon the Land since the date of the commencement of the Term of this Lease and has made a personal inspection and investigation of the Land and Tract A, if applicable. In that regard, Tenant acknowledges and agrees that neither Landlord nor any agent of the Landlord has made any representations or warranties of condition to Tenant other than as specifically set forth hereafter concerning environmental representations and that all such real estate is being conveyed in its "As Is" condition.

Section 26.09 <u>Environmental Representations</u>. Expressly limited in scope to the period during which the Landlord has owned and maintained possession of the Land and Tract A, Landlord makes the following environmental representations to the Tenant:

- (a) Landlord is unaware of any action, either threatened or commenced, by any governmental agency arising out of an alleged violation of any environmental law or regulation on or affecting the Land or Tract A.
- (b) No governmental agency has notified the Landlord of any violation of any environmental law or regulation on the Land or Tract A.
- (c) Landlord is unaware of any civil action, either threatened or commenced, arising out of any alleged environmental mishap occurring on the Land or Tract A.
- (d) Landlord is unaware of any environmental mishap on the Land or Tract A.
- (e) Landlord is unaware of the presence of any hazardous waste or hazardous substance on the Land or Tract A.
- (f) The past and present uses made by or at the direction of the Landlord in respect to the Land and Tract A do not violate any relevant federal, state, or local environmental laws or regulations related to hazardous substances.

Section 26.10 <u>Default</u>. In the event the Tenant shall fail to consummate the closing of the transaction after giving notice of exercise of the purchase option for any reason other than provided herein, the Landlord may utilize such legal and equitable remedies as are available to the Landlord by reason of such failure. Should the Landlord fail to consummate the closing of this transaction after Tenant's exercise of its purchase option rights, the Tenant shall be entitled to utilize such legal and equitable remedies as are available to the Tenant by reason of such failure.

Section 26.11 Broker. Landlord and Tenant each represent to each other that each has done nothing that would entitle any brokers to any claims for commissions in connection with or as a result of the transaction. Landlord and Tenant each agree to hold harmless and indemnify the other against any claims for brokerage commissions arising from its alleged acts, including reasonable attorney's fees and disbursements incurred in defense of such claims that are inconsistent with their respective representations set forth in this Section 26.11 and any attorney's fees and costs in conjunction with enforcing this provision.

Article XXVII. Modification

Section 27.01 Modification. None of the covenants, terms, or conditions of this Lease to be kept and performed by either party to this Lease shall in any manner be waived, modified, changed, or abandoned except by a written instrument duly signed, acknowledged, and delivered by the other party to this Lease.

Article XXVIII. Conveyance by Tenant to Landlord

Section 28.01 Conveyance by Tenant to Landlord. Provided Tenant has not exercised Tenant's option to purchase the Land during the Lease Term, effective upon the termination of this Lease, whether by passage of time or otherwise, Tenant, in consideration of the granting of this Lease by Landlord to Tenant, hereby grants and conveys the Building unto Landlord and Landlord's legal representatives and assigns forever, such conveyance to be free and clear of all encumbrances except easements of record and liens consented to by Tenant.

Article XXIX. Notices

Section 29.01 Manner of Mailing Notices. In every case where under any of the provisions of this Lease or if, in the opinion of either Landlord or Tenant, or otherwise, it shall or may become necessary or desirable to make or give any declaration or notice of any kind, it shall be sufficient if a copy of any such declaration or notice is sent by registered or certified mail, postage prepaid, properly addressed to Landlord as follows:

or to Tenant (as the case may be) as follows:

City Administrator City of Grand Island PO Box 1968 Grand Island, NE 68802

Copy to:

City Attorney

City of Grand Island PO Box 1968 Grand Island, NE 68802

or to such other address as either party may designate in writing from time to time.

Section 29.02 Sufficiency of Service. Service of any demand or notice as in this Article provided shall be sufficient for all purposes.

Section 29.03 When Notice Deemed Given. Whenever a notice is required by this Lease to be given by any party hereto to the other party, the notice shall be considered as having been given on the day on which the notice was placed in the mail as provided by this Article.

Article XXX. Miscellaneous

Section 30.01 Singular, Plural and Gender. Any word contained in the text of this Lease shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be applicable in the particular context.

Section 30.02 Captions. The captions of this Lease and the index preceding it are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.

Section 30.03 Conditions and Covenants. All of the provisions of this Lease shall be deemed and construed to be "conditions" as well as "covenants," as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

Section 30.04 Entire Agreement. This Lease contains the entire agreement between the parties.

Section 30.05 Essence of Time. The Landlord and the Tenant each agree that time is an essential element of this Lease.

Section 30.06 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska.

Section 30.07 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 30.08 Effect of Electronic Signatures. Any executed counterpart signature page containing faxed signatures and/or electronically-imaged signatures, such as .pdf files, shall constitute original signatures to this Lease and shall be admissible as evidence of the document and the signer's execution.

Section 30.09 Binding Effect. This Lease has been duly authorized by required actions taken by the Landlord and the Tenant prior to the date its execution by their duly-designated representatives and shall be binding upon and inure to the benefit of each party hereto and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Ground Lease with Purchase Option effective as of the date first noted above.

THE MEADOWS APARTMENT HOMES, L.L.C., a Nebraska Limited Liability Company "Landlord"

By Raymond I O'Connor, President

CITY OF GRAND ISLAND, NEBRASKA, a Nebraska Municipal Corporation, "Tenant"

By Jeremy Jensen Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -7

Capital Equipment Presentation FY 23 - 410 Fund

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 19, 2022

Subject: Budget Discussions Study Session

Presenter(s): Patrick Brown, Finance Director

410 Capital Equipment Presentation – see additional pages

	410 Capital Ed	quipment Fund			Source of Funding
Organization Name	Account Name	Description		2023	
FIRE/AMBULANCE	BUILDING IMPROVEMENTS	Fire Station 1 and 2 Overhead Doors (7)	\$	73,500.00	2018
FIRE/AMBULANCE	BUILDING IMPROVEMENTS	Replace concrete in front of overhead door at Station 1	\$	50,000.00	2018
FIRE/AMBULANCE	BUILDING IMPROVEMENTS	Replacement of floor panels at Fire Training Tower	\$	27,000.00	2018
FIRE/AMBULANCE	MACHINERY & EQUIPMENT	60 SCBAs (air tank & mask) with extra tank and facepiece	\$	525,000.00	2018/Grant
		Social Carrier and Machine and	Ť	313,000.00	2020/ 0. 0.11
FIRE/AMBULANCE		NET ESTIMATED COST	\$	675,500.00	
,			†	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
POLICE	MACHINERY & EQUIPMENT	TruNarc Field Test Drug Analyzer	\$	34,300.00	2018
POLICE	MACHINERY & EQUIPMENT	Faro 3D Scanner - documenting crime scenes	\$	64,100.00	2018
POLICE	MACHINERY & EQUIPMENT	Tactical Communications System for Crisis Negotiations	\$	28,500.00	2018
		, ,	<u> </u>	,	
POLICE	MACHINERY & EQUIPMENT	58 Motorolla APX-8000 band 14 compliant portable radios (\$2,600 ea)	\$	150,800.00	2018
		4 Explorer Hybrids (Patrol), 1 Ford Expedition (Patrol), 1 Ford Pick-up	<u> </u>	,	
POLICE	VEHICLES	(Criminal Investigation), 1 Chev Malibu (Admin.)	\$	391,530.00	2018
			†	,	
POLICE		NET ESTIMATED COST	\$	669,230.00	
				·	
BUILDING - INSPECTION	VEHICLES	Inspection vehicle - replace 2004 chevrolet impala	\$	30,500.00	Gen Fund
BUILDING - CITY HALL MAINTENANCE	VEHICLES	Pick-up for maintenance operations - replacing 1998 pick-up	\$	44,500.00	Gen Fund
BUILDING DEPT - ALL		NET ESTIMATED COST	\$	75,000.00	
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Skid Steer Loader (T66, buy back program)	\$	11,000.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Skid Steer Loader (T76, buy back program)	\$	13,000.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	2019 Sewer Combo Unit - Lease Purchase	\$	66,441.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Street Sweeper & Snow Heaver	\$	59,088.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Motorgrader	\$	365,000.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Mini-Excavator	\$	65,000.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Dump Truck (10cy)	\$	175,000.00	Gas Tax & Rental Car
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Salt Truck (5cy chassis) rebudget to FY2023	\$	135,350.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Dump Truck (10cy) rebudget to FY2023	\$	144,918.00	Gas Tax
STREETS CAPITAL EQUIP	MACHINERY & EQUIPMENT	Mower Deck Attachment for Tractor-rebudget to FY2023	\$	21,564.00	Gas Tax
STREETS CAPITAL EQUIP	VEHICLES	1/2 Ton Pickup	\$	45,000.00	Rental Car
STREETS CAPITAL EQUIP	BUILDING	4" water line at west yard - rebudget to FY2023	\$	40,000.00	Rental Car
STREETS CAPITAL EQUIP	BUILDING	Tuck Point & Paint Building 5 - West Yard	\$	20,000.00	Rental Car
				•	
STREETS CAPITAL EQUIP		NET ESTIMATED COST	\$	1,161,361.00	

EMERGENCY MANAGEMENT - EM	MACHINERY & EQUIPMENT	Replacement of 2 sirens	\$ 35,000.00	2018
EMERGENCY MANAGEMENT - EM	MACHINERY & EQUIPMENT	Voting repeater County Fire	\$ 30,000.00	2018
EMERGENCY MANAGEMENT - EM	MACHINERY & EQUIPMENT	Backup repeater	\$ 8,000.00	2018
EMERGENCY MANAGEMENT - EM	MACHINERY & EQUIPMENT	Cameras /door security	\$ 8,000.00	2018
EMERGENCY MANAGEMENT - COMM	MACHINERY & EQUIPMENT	Fiber to Sub F	\$ 45,000.00	2018
EMERGENCY MANAGEMENT - ALL		NET ESTIMATED COST	\$ 126,000.00	
IT CAP EQUIP	OFFICE EQUIPMENT	PC Replacements	\$ 80,000.00	GenFund
IT CAP EQUIP		NET ESTIMATED COST	\$ 80,000.00	
PARKS - HPSP	MACHINERY & EQUIPMENT	Utility vehicle	\$ 16,000.00	Gen Fund
PARKS - PARK OPERATIONS	VEHICLES	4x4 Pick-up with lift gate	\$ 64,000.00	Gen Fund
PARKS - PARK OPERATIONS	VEHICLES	2 wheel drive Pick-up - replace 2001 unit	\$ 45,000.00	Gen Fund
PARKS - PARK OPERATIONS	VEHICLES	Bucket Lift Truck	\$ 172,500.00	Gen Fund
PARKS - PARK OPERATIONS	MACHINERY & EQUIPMENT	Bobcat Trac Machine	\$ 14,000.00	Gen Fund
PARKS - PARK OPERATIONS	MACHINERY & EQUIPMENT	12' Cut Mower - replace 2016 mower	\$ 98,000.00	Gen Fund
PARKS - PARK OPERATIONS	MACHINERY & EQUIPMENT	48" Stand behind mower	\$ 10,000.00	Gen Fund
PARKS - PARK OPERATIONS	MACHINERY & EQUIPMENT	Utility vehicle with lift - replace 1999 cushman - rebudget	\$ 85,000.00	Gen Fund
PARKS - CEMETERY	MACHINERY & EQUIPMENT	Bobcat	\$ 71,000.00	Gen Fund
PARKS - CEMETERY	MACHINERY & EQUIPMENT	60" Mower	\$ 16,000.00	Gen Fund
PARKS - CEMETERY	MACHINERY & EQUIPMENT	(6) 36" mowers	\$ 35,000.00	Gen Fund
PARKS DEPT - ALL		NET ESTIMATED COST	\$ 626,500.00	
			\$ 3,413,591.00	

Proposed Transfers IN		Proposed Totals				
	Amount	From			Amount	From
\$	700,000.00	Gen Fund		\$	781,500.00	Gen Fund
\$	-	2004 Sales Tax		\$	-	2004
\$	946,000.00	2018 Sales Tax		\$	1,470,730.00	2018
\$	600,000.00	Gas Tax		\$	881,361.00	Gas Tax
\$	125,000.00	Car Rental		\$	280,000.00	Car Rental
\$	2,371,000.00			\$	3,413,591.00	
\$	951,832.00	Prior Year Transferred				

DEPARTMENT	Fire
DIVISION	Fire
ORG NUMBER	10022101
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	XX
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER	Replace 7 overhead doors (4 at station 1, 3 at station 2) 85612
TOTAL COST (Total Cost includes cash and trade-in value)	\$73,500
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	\$73,500.00
TOTAL FUNDING SOURCES	\$73,500.00
JUSTIFICATION:	The GIFD has experienced reoccuring overhead doors issues over the last several years. Two different repair companies recommended upgrading to a heavier grade commercial grade door. We request approval to place 7 overhead doors at stations 1 and 2. 7 additional doors will need upgraded in the future.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT	Fire
DIVISION	Fire
ORG NUMBER	10022101
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	XX
CAPITAL ITEM (DESCRIPTION)	Replace concrete at fire station 1 in front of overhead doors
ACCOUNT NUMBER	85612
TOTAL COST	\$50,000
(Total Cost includes cash and trade-in value)	
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN	\$50,000.00
USER FEES OTHER	
TOTAL FUNDING SOURCES	\$50,000.00
JUSTIFICATION:	The concrete in front of the overhead doors at fire station 1 has settled, cracked, and broke out. Per Public Works, it was recommended to remove concrete and the subsoil. Once removed, the soil needs compacted and the concrete repoured.
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615 85630
OFFICE EQUIPMENT	85620 85625
VEHICLES	85625

DEPARTMENT	Fire
DIVISION	Fire
ORG NUMBER	10022101
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	XX
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER	Repair to fire training tower 85612
TOTAL COST (Total Cost includes cash and trade-in value)	\$27,000
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	\$27,000.00
TOTAL FUNDING SOURCES	\$27,000.00
JUSTIFICATION:	The fire traing tower is in need of routine maintenance and replacement of floor panels. The panels require periodic replacement as they break down with use.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTIVIENT	Fire
DIVISION	Fire
ORG NUMBER	10022101
SNG NOWIDEN	10022101
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	XX
CAPITAL ITEM (DESCRIPTION)	57 SCBAs, 57 spare bottles, 8 SARs, 4 RIT packs, additional face piece
ACCOUNT NUMBER	85615
TOTAL COST	\$525,000
(Total Cost includes cash and trade-in value)	
FUND SOURCES:	
GENERAL FUND	\$525,000.00
GRANT(S)	
DONATION	
TRADE-IN	
USER FEES	
OTHER	
TOTAL FUNDING SOURCES	\$525,000.00
IUSTIFICATION:	The current SCBAs are over 15 years old and obsolete in terms of
	parts and functionality. GIFD applied for a grant the last two years to assist with the purchase. No word has been given on 2022 grant application at this time.
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT	Police		
DIVISION	Patrol/Criminal		
ORG NUMBER	41022301		
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X		
CAPITAL ITEM (DESCRIPTION)	TruNarc Field Test Drug Analyzer		
ACCOUNT NUMBER	85615		
TOTAL COST	\$34,300		
(Total Cost includes cash and trade-in value)			
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER			
TOTAL FUNDING SOURCES	\$34,300.00		
JUSTIFICATION:	In order for an Officer to identify a seized drug for arrest or search warrant purposes they must do a Presumtive Field Test to identify the drug. Older methods of identification required the use of plastic vials that contained a secondary inner plastic vial that would need to be broken by the Officer for the test. Offers would, at times, cut their fingers on the sharp edges of the inner vial. With dangerous drugs today, such as Fentanyl, this can be toxic if not deadly to the Officer. The TruNarc Field Test Drug Analyzer would prevent this danger.		
COMMON ACCOUNT NUMBERS			
LAND	85605		
LAND IMPROVEMENTS	85608		
BUILDINGS	85610		
BUILDING IMPROVEMENTS	85612		
MACHINERY AND EQUIPMENT	85615		
OFFICE EQUIPMENT	85620		
VEHICLES	85625		

DEPARTMENT	Police
DIVISION	Patrol/Criminal
ORG NUMBER	41022301
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION)	Faro 3D Scanner
ACCOUNT NUMBER	85615
TOTAL COST	\$64,100
(Total Cost includes cash and trade-in value)	
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER TOTAL FUNDING SOURCES	\$64,100.00
JUSTIFICATION:	The Faro 3D Scanner is a critical tool for law enforcement to assist Officer/Investigators in documenting Crime Scenes and Accident Scenes. The scanner saves the user critical time when documenting scenes and also provides a more accurate and refined product for later use in court. The Grand Island Police Department has had to borrow 3D scanners from neighboring law enforcement jurisdictions (Kearney and Hastings) in the past when investigating serious cases or fatal traffic accidents.
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT	Police
DIVISION	Patrol/Criminal
ORG NUMBER	41022301
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	Tactical Communications System for Crisis Negotiations. 85615 \$28,500
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	
TOTAL FUNDING SOURCES	\$28,500.00
JUSTIFICATION:	A critical aspect of any crisis negotiations (Hostage situations Barricaded person(s), etc.) is the need to establish communications with individuals involved. The Police Department has found that there is a great need for a communication system for use by our trained crisis negotiators, as peson to person contact is essential in the attempt to resolve the crisis.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT	Police
DIVISION	Patrol
ORG NUMBER	41022301
T/DE OF DUDGUAGE	
TYPE OF PURCHASE (SELECT ONE)	
REPLACEMENT	X
NEW	
	58 Motorolla APX-8000 band 14 compliant portable radios.
CAPITAL ITEM (DESCRIPTION)	(\$2,600 each).
ACCOUNT NUMBER	85615
TOTAL COST	\$150,800
(Total Cost includes cash and trade-in value)	<u> </u>
(Total cost includes cash and trade in value)	
FUND SOURCES:	
GENERAL FUND	
GRANT(S)	
DONATION	
TRADE-IN	
USER FEES	
OTHER	
TOTAL FUNDING SOURCES	\$150,800.00
JUSTIFICATION:	Many of our Patrol Division portable radios are eight to nine years old. We
JOSHI ICATION.	are experiencing technical issues with the old radios that are causing
	officer safety issues. We are also finding that programming and support
	for the old radios are no logner available, making the older radios
	obsolete. The new portable radios are band 14 compliant, which will make
	them useable when we move to a truncated radio system in the future.
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
	85615
MACHINERY AND EQUIPMENT	85620
OFFICE EQUIPMENT VEHICLES	85625
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DEPARTMENT	Police
DIVISION	Patrol/Criminal/Administration
ORG NUMBER	41022301
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER	Four Ford Explorer Hybrid vehicles on State Bid (\$42,000 each vehicle). Equipment for four Explorers, to include Cage, Console, Gun Rack, Radar, and Radio (\$14,235 each vehicle). Upfit/Installation costs for four Explorers, to include Siren and Light Bar (\$9,935 each vehicle). One Ford Expedition vehicle on State Bid (\$44,000). Equipment for Expedition (\$14,235). Upfit/Installation costs for Expediditon, to include Siren and Light Bar (\$9,935). One Ford F-150 Pickup on State Bid (\$36,974). One Chevrolet Malibu on State Bid (\$21,708).
TOTAL COST	\$391,530
(Total Cost includes cash and trade-in value)	3351,330
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	
TOTAL FUNDING SOURCES	\$391,530.00
JUSTIFICATION:	All vehicles are replacements for older/high mile vehicles. Explorers and Expediditon are for Patrol Division. Ford F-150 pickup is for Criminal Investigation Division. Chevrolet Malibu is for Administration Division.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARIMENT	Building
DIVISION ORG NUMBER	1002200
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER	Inspection Vehicle
TOTAL COST (Total Cost includes cash and trade-in value)	\$30,500
FUND SOURCES: GENERAL FUND GRANT(S) DONATION	General fund Permit Fees
TRADE-IN USER FEES OTHER	
TOTAL FUNDING SOURCES	\$0.0
IUSTIFICATION:	Replacing 2004 Chevrolet Impala, high maintenance cost
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT	85605 85608 85610 85612 85615
OFFICE EQUIPMENT VEHICLES	85620 85625

DEPARTMENT	ſ	Building
DIVISION	(City Hall Maintenance
ORG NUMBER	_	10011701
TYPE OF PURCHASE (SELECT ONE)		
REPLACEMENT	Х	
NEW		
CAPITAL ITEM (DESCRIPTION)	ſ	Pick-up for maintenance operations
ACCOUNT NUMBER	_	· · · · · · · · · · · · · · · · · · ·
TOTAL COST	_	\$44,500
(Total Cost includes cash and trade-in value)		
FUND SOURCES:		
GENERAL FUND	(General Fund
GRANT(S)	_	
DONATION	_	
TRADE-IN	_	
USER FEES	=	
OTHER	-	
TOTAL FUNDING SOURCES	=	\$0.00
	-	
IUSTIFICATION:		Replacing 1998 pick-up acquired from Streets, high maintenances
	(cost.
COMMON ACCOUNT NUMBERS		
LAND	85605	
LAND IMPROVEMENTS	85608	
BUILDINGS	85610	
BUILDING IMPROVEMENTS	85612	
MACHINERY AND EQUIPMENT	85615	
OFFICE EQUIPMENT VEHICLES	85620 85625	
VEITICLES	03023	

CAPITAL REQUEST FORM

Capital Assets cost greater than \$10,000 with original useful life > one year

DEPARTMENT	Public Works
DIVISION	Street Division
ORG NUMBER	41033501
Type of Purchase (check one)	
Replacement	X
New	
Capital Item	Skid Steer Loader (T66 Buy-Back)
Account Number	85615
BUDGET YEAR	<u>2023</u>
Total Cost	\$68,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	\$11,000
Grant(s)	
Donation	
Trade-In	\$57,000
User Fees	
JUSTIFICATION:	Buyback program approved with resolution 2014-353; new council resolution each time the purchase/trade is to take place. Net cost is calculated using cost difference between new machine and last year's machine plus hourly use of last year's machine (\$11/Hr).
ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615

CAPITAL REQUEST FORM

Capital Assets cost greater than \$10,000 with original useful life > one year

DEPARTMENT	Public Works
DIVISION	Street Division
ORG NUMBER	41033501
Type of Purchase (check one)	
Replacement	X
New	
Capital Item	Skid Steer Loader (T650 buy-back)
Account Number	85615
BUDGET YEAR	<u>2023</u>
Total Cost	\$79,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	\$13,000
Grant(s)	
Donation	
Trade-In	\$66,000
User Fees	
JUSTIFICATION:	Buyback program approved with resolution 2014-354; new council resolution each time the purchase/trade is to take place. Net cost is calculated using cost difference between new machine and last year's machine plus hourly use of last year's machine (\$11/Hr).
ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615

DEPARTMENT	PUBLIC WORKS					
DIVISION	STREETS					
ORG NUMBER	41033501					
Type of Purchase (check one)						
Replacement New						
Lease Purchase	X	Payment	4	of	5	
Conital Itam	Sewer Combo Unit					
Capital Item						
Account Number	85615					
BUDGET YEAR	<u>2023</u>					
Total Cost	\$66,441					
(Total Cost includes cash and trade-in value)						
Funding Source:						
210 FUND or 410 FUND	\$66,441					
Grant(s)	· · · · · · · · · · · · · · · · · · ·					
Donation						
Trade-In						
User Fees						

First payment due December 2019 and last payment due December 2023. Equipment has been ordered, down payment made, and delivery expected in September 2019.

ACCOUNT NUMBERS

LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

CAPITAL REQUEST FORM

Capital Assets cost greater than \$10,000 with original useful life > one year

DEPARTMENT	PUBLIC WORKS			
DIVISION	STREETS			
ORG NUMBER	41033501			
Type of Purchase (check one) Replacement New				
Lease Purchase	X	Payment	2 of 5	
Capital Item	Street Sweeper & Snow I	Heaver		
Account Number	85615			
BUDGET YEAR	<u>2023</u>			
Total Cost	59,088			
(Total Cost includes cash and trade-in value)				
Funding Source:				
210 FUND or 410 FUND	59,088			
Grant(s)				
Donation				
Trade-In				
User Fees				

JUSTIFICATION AND PAYMENT DETAILS Payments approved by Resolution 2020-314; \$59,087.97 for 5 annual payments. First payment due December 2021 and last payment due December 2025.

ACCOUNT NUMBERS

LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT	PUBLIC WORKS
DIVISION	STREETS
ORG NUMBER	41033501
Type of Purchase (check one) Replacement New	X
Capital Item	Motorgrader
Account Number	85615
BUDGET YEAR	<u>2023</u>
Total Cost	375,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	365,000
Grant(s)	
Donation	
Trade-In	10,000
User Fees	
JUSTIFICATION:	Unit 232 is 1980 Cat 120G with over 10,000 hours and has repair cost to purchase price ratio of 3.10.
ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS PLIN DING HAPPONENES	85610
BUILDING IMPROVEMENTS	85612 85615
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620 85625
VEHICLES	85625

DEPARTMENT	PUBLIC WORKS
DIVISION	STREETS
ORG NUMBER	41033501
Type of Purchase (check one) Replacement New	X
Capital Item	Mini Excavator (Compact Excavator)
Account Number	85615
BUDGET YEAR	<u>2023</u>
Total Cost	\$65,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	65,000
Grant(s)	
Donation	
Trade-In	
User Fees	
JUSTIFICATION:	Mini-Excavator will be used for small digging jobs, mostly for traffic signals, such as setting pull boxes and underground wire. This unit will also be useful in opening culvert ends that are blocked.
ACCOUNT NUMBERS	95405
LAND IMPROVEMENTS	85605 85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT DIVISION ORG NUMBER	PUBLIC WORKS STREETS 41033501
Type of Purchase (check one) Replacement New	<u>X</u>
Capital Item Account Number	Dump Truck (10 CY) /Plow Truck 85615
BUDGET YEAR	<u>2023</u>
Total Cost	145,000
(Total Cost includes cash and trade-in value)	
Funding Source: 210 FUND or 410 FUND	145,000
Grant(s)	
Donation Trade-In	
User Fees	
JUSTIFICATION:	Replace Unit 224 - 2008 Sterling LT7500 dump truck; 4,717 hours; repair cost to purchase price ratio of 0.90.
ACCOUNT NUMBERS	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT	PUBLIC WORKS
DIVISION	STREETS
ORG NUMBER	41033501
Type of Purchase (check one) Replacement New	<u>X</u>
Capital Item	Salt Truck (5cy chassis) re-budget from 2021/2022
Account Number	85615
BUDGET YEAR	<u>2023</u>
Total Cost	135,350
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	135,350
Grant(s)	
Donation	
Trade-In	-
User Fees	
JUSTIFICATION:	Replace Unit 226 - 2003 GMC C7500 chassis with salt spreader body; 1,901 hours; repair cost to purchase price ratio of 1.50. Ordered/Obligated in FY 2021/2022 delivery date and payment expected to be late 2023.
ACCOUNT NUMBERS	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT DIVISION ORG NUMBER	PUBLIC WORKS STREETS 41033501
Type of Purchase (check one) Replacement New	X
Capital Item	Dump Truck (10 CY) /Plow Truck - re-budget from 2021/2022
Account Number	85615
BUDGET YEAR	<u>2023</u>
Total Cost	145,000
(Total Cost includes cash and trade-in value)	
Funding Source: 210 FUND or 410 FUND	145,000
Grant(s)	143,000
Donation	
Trade-In	
User Fees	
JUSTIFICATION:	Replace Unit 222 - 2008 Sterling LT7500 dump truck; 6,178 hours; repair cost to purchase price ratio of 1.04. Ordered/Obligated in FY 2021/2022 delivery date and payment expected to be late 2023.
ACCOUNT NUMBERS	05.05
LAND IMPROVEMENTS	85605 85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620

VEHICLES

DEPARTMENT DIVISION	PUBLIC WORKS STREETS
ORG NUMBER	41033501
Type of Purchase (check one) Replacement New	X
Capital Item Account Number	Mower Deck, attachment (re-budget from FY 2022) 85625
Account Number	83025
BUDGET YEAR	<u>2023</u>
Total Cost	21,600
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	21,600
Grant(s)	
Donation	
Trade-In	
User Fees	
JUSTIFICATION:	Tractors pull mower decks for mowing ROW, ditches, and storm water ponds. Streets Division has three mower decks, one for each of the large tractors. A small utility tractor with mower deck was budgeted for replacement in 2022 that would have served as a stand by unit. The mowing program is being re-worked and the funds budgeted for the small utility tractor were used to purchase a small rider mower to mow around street light poles and signs (like NDOT) and to procure a new mower deck. The oldest mower deck will then serve as a stand by unit. The lead time on a new mower deck is approx. 12 months and therefore funds need to be re-
ACCOUNT NUMBERS	05/05
LAND IMPROVEMENTS	85605 85608
	85608 85610
BUILDINGS BUILDING IMPROVEMENTS	85610 85612
	85612 85615
MACHINERY AND EQUIPMENT	85615 85620
OFFICE EQUIPMENT VEHICLES	85620 85625
V LITICLES	0.504.5

DEPARTMENT	PUBLIC WORKS
DIVISION	STREETS
ORG NUMBER	41033501
Type of Purchase (check one) Replacement New	X
Capital Item	1/2 Ton Pickup
Account Number	85625
BUDGET YEAR	<u>2023</u>
Total Cost	45,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	45,000
Grant(s)	
Donation	
Trade-In	
User Fees	
JUSTIFICATION:	Unit 200; 1999 Ford F150; 116,929 miles; reapir cost to purchase price ratio of 0.90. The replaced trucks will be offered to other City departments or sold on public auction.
ACCOUNT NUMBERS LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

CAPITAL REQUEST FORM

Capital Assets cost greater than \$10,000 with original useful life > one year

DEPARTMENT	Public Works
DIVISION	Street Division
ORG NUMBER	41033501
Type of Purchase (check one)	
Replacement	
New	x
Capital Item	4 inch Water Service at West Yard Facility
Account Number	85612
BUDGET YEAR	<u>2022</u>
Total Cost	\$40,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	\$40,000
Grant(s)	
Donation	
Trade-In	
User Fees	
JUSTIFICATION:	High volume water line, such as 4", needed at West Yard Facility to fill large tanks on equipment. Currenlty only a small residential size feed at this location and is unusable for large tanks on street sweepers and storm sewer cleaning equipment.
A GCOUNT AND ADEDS	
ACCOUNT NUMBERS LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615

CAPITAL REQUEST FORM

Capital Assets cost greater than \$10,000 with original useful life > one year

DEPARTMENT	Public Works
DIVISION	Street Division
ORG NUMBER	41033501
Type of Purchase (check one)	
Replacement	
New	
Capital Item	Tuck Point & Paint - West Yard Bldg 5
Account Number	85612
BUDGET YEAR	<u>2023</u>
Total Cost	\$20,000
(Total Cost includes cash and trade-in value)	
Funding Source:	
210 FUND or 410 FUND	\$20,000
Grant(s)	
Donation	
Trade-In	
User Fees	
JUSTIFICATION:	Tuck point and paint bldg #5 at west yard. West yard is located at 2124 W Old Lincoln Hwy. Bldg 5 is a block building that houses the traffic signal shop and several bays for equipment. Block building needs patched or tuck pointed to prevent water infiltration; once tuck pointed the building will need r-painted.
ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS RUU DING IMPROVEMENTS	85610 85613
BUILDING IMPROVEMENTS	85612 85615
MACHINERY AND EQUIPMENT	CIUCO

DEPARTMENT	Emergency Management	
DIVISION	Emergency Management	
ORG NUMBER		41022601
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X	
CAPITAL ITEM (DESCRIPTION)	Outdoor Warning Sirens	
ACCOUNT NUMBER		85615
TOTAL COST		35,000
(Total Cost includes cash and trade-in value)		
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES		\$35,000.00
OTHER		
TOTAL FUNDING SOURCES		\$35,000.00
JUSTIFICATION:	Replacement of 2 sirens	
COMMON ACCOUNT NUMBERS		
LAND	85605	
LAND IMPROVEMENTS	85608	
BUILDINGS	85610	
BUILDING IMPROVEMENTS	85612	
MACHINERY AND EQUIPMENT	85615	
OFFICE EQUIPMENT	85620	
VEHICLES	85625	

DEPARTMENT	Emergency Management
DIVISION	Communication
ORG NUMBER	41022601
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	x
CAPITAL ITEM (DESCRIPTION)	Voting Repeater System - County Fire
ACCOUNT NUMBER	85615
TOTAL COST	30,000
(Total Cost includes cash and trade-in value)	
FUND SOURCES: GENERAL FUND	\$30,000.00
GRANT(S)	
DONATION TRADE-IN	
USER FEES	
OTHER	
TOTAL FUNDING SOURCES	\$30,000.00
JUSTIFICATION:	Voting Repeater system for improving coverate of County Fire
	Frequency
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT	Emergency Management
DIVISION	Communication
ORG NUMBER	41022601
TYPE OF PURCHASE (SELECT ONE)	
REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION)	Backup Repeater
ACCOUNT NUMBER	85615
TOTAL COST (Total Cost includes cash and trade-in value)	8,000
FUND SOURCES:	
GENERAL FUND	\$8,000.00
GRANT(S)	
DONATION TRADE-IN	·
USER FEES	· · · · · · · · · · · · · · · · · · ·
OTHER	
TOTAL FUNDING SOURCES	\$8,000.00
JUSTIFICATION:	Backup Repeater for emergency use in case of radio failures, to be placed on alternate tower south of Englemann School.
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT OFFICE EQUIPMENT	85615 85620
VEHICLES	85625
720220	55525

DEPARTMENT	Emergency Management
DIVISION	Communication
ORG NUMBER	41022601
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER	Security Upgrades to EM911 and City Hall Alternate 911 85615
TOTAL COST (Total Cost includes cash and trade-in value)	8,000
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	\$8,000.00
TOTAL FUNDING SOURCES	\$8,000.00
JUSTIFICATION:	Cameras & door security equipment to meet cyber-security physical enhancement recommendations by Public Safety Commission study.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT	Emergency Management
DIVISION	Emergency Management
ORG NUMBER	41022601
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER	Fiber connectivity 85615
TOTAL COST (Total Cost includes cash and trade-in value)	45,000
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	\$45,000.00
TOTAL FUNDING SOURCES	\$45,000.00
JUSTIFICATION:	Fiber connection to Substation F to complete fiber ring to EM911 facility
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT	Finance
DIVISION	IT
ORG NUMBER	41055001
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION)	IT Computer Replacement
ACCOUNT NUMBER	85620
TOTAL COST (Total Cost includes cash and trade-in value)	80,000
FUND SOURCES:	
GENERAL FUND	\$80,000.00
GRANT(S)	
DONATION	
TRADE-IN	
USER FEES	
OTHER	
TOTAL FUNDING SOURCES	\$80,000.00
JUSTIFICATION:	Replacement computers through the IT replacement program
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT DIVISION ORG NUMBER	Parks and Recreaion HPSP 100 44801
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	Utility Cart 100444 \$16,000
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	Replace existing Unit
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620 85625

DEPARTMENT	Parks and Recreaion
DIVISION	Parks
ORG NUMBER	10044403
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	4 x 4 P.LKUP y 1, ft gute 85625 100444 \$64,000
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	x
TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	Replace 1998 unit.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT DIVISION ORG NUMBER	Parks and Recreaion 100 49403 Parks
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	2 Wheel drive Pickup. = 100444
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	X
TOTAL FUNDING SOURCES	\$0.00
IUSTIFICATION:	Replace 2001 Unit
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT DIVISION ORG NUMBER	Parks and Recreaion Parks 10044403
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	Bucket Lft Truck. 100444 4172,500
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	X
TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	Replace 1995 unit.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620

DEPARTMENT DIVISION DRG NUMBER	Parks and Recreaion Parks Lod 44413
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	х
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER FOTAL COST (Total Cost includes cash and trade-in value)	Bobcat Trac Machle. 100444
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	X
TOTAL FUNDING SOURCES	\$0.00
USTIFICATION:	Replaces existing unit Bobint Byy Bruk Program.
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620 85625

DEPARTMENT DIVISION ORG NUMBER	Parks and Recreaion Parks 10044403	
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	Х	
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	12'cut mower.	100444
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	X	
TOTAL FUNDING SOURCES		\$0.00
JUSTIFICATION:	Replace Zolle unit	
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620 85625	

DEPARTMENT	Parks and Recreaion
DIVISION	Darks
ORG NUMBER	10044403
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	48" Stand behind mower- 100444
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	X
TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	Replace 2004 unit
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620 85625

DEPARTMENT	Parks and Recreaion
DIVISION	Darks
ORG NUMBER	10044403
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	X
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	Utility Cart of 11Ft \$ 85,000
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER	x
TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	* this is a carry over i tem from last year. could not get. Replace 1999 unit
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85615 85620 85625

DEPARTMENT	Parks and Recreaion
DIVISION	Cemetery
ORG NUMBER	10044405
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	₽ ×
CAPITAL ITEM (DESCRIPTION)	Bobcat Polcat
ACCOUNT NUMBER	100444
TOTAL COST	\$71,000
(Total Cost includes cash and trade-in value)	
FUND SOURCES:	
GENERAL FUND	X
GRANT(S)	
DONATION TRADE-IN	-
USER FEES	
OTHER	s
TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	Add efficieny w/ digging + back filling of grakes
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS	85612
MACHINERY AND EQUIPMENT	85615
OFFICE EQUIPMENT	85620
VEHICLES	85625

DEPARTMENT DIVISION ORG NUMBER	Parks and Recreaion Cemetery 10044405	
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	Х	
CAPITAL ITEM (DESCRIPTION) ACCOUNT NUMBER TOTAL COST (Total Cost includes cash and trade-in value)	60 11 Mover \$16,000	100444
FUND SOURCES: GENERAL FUND GRANT(S) DONATION TRADE-IN USER FEES OTHER TOTAL FUNDING SOURCES	X	\$0.00
JUSTIFICATION:	Replace Zol3 unit	
COMMON ACCOUNT NUMBERS LAND LAND IMPROVEMENTS BUILDINGS BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT OFFICE EQUIPMENT VEHICLES	85605 85608 85610 85612 85620 85625	

DEPARTMENT DIVISION	Parks and Recreation Come terry
ORG NUMBER	10044405
TYPE OF PURCHASE (SELECT ONE) REPLACEMENT NEW	х
CAPITAL ITEM (DESCRIPTION)	6 361 Mowers
ACCOUNT NUMBER	100444
TOTAL COST (Total Cost includes cash and trade-in value)	- \$40,000 \$35,000
FUND SOURCES: GENERAL FUND	
GRANT(S)	×
DONATION	
TRADE-IN	
USER FEES	
OTHER	
TOTAL FUNDING SOURCES	\$0.00
JUSTIFICATION:	01 010 110
	Replace 2017 units
COMMON ACCOUNT NUMBERS	
LAND	85605
LAND IMPROVEMENTS	85608
BUILDINGS	85610
BUILDING IMPROVEMENTS MACHINERY AND EQUIPMENT	856 <u>12</u> 8 <u>56</u> 15
OFFICE EQUIPMENT	85620
VEHICLES	85625



City of Grand Island

Tuesday, July 19, 2022 Study Session

Item -8

FTE Discussions

Staff Contact: Patrick Brown

Below are FTE requests with narratives for the upcoming FTE discussion on July 19, 2022.

Emergency Management – additional FTE's (General Fund)

- <u>2 Public Safety Dispatchers</u> Why is the position needed? We really need four new staff in the Emergency Center to keep our shifts at 4 seats per shift. Jon Rosenlund is asking for 2 this year. These positions are funded 50% by the County, so the City actually only pays for half of the total costs of each employee. The last time FTE's were added to Emergency Management was 2011.
- How many similar positions do you have in the department? 13 Public Safety Dispatchers and 3 Senior Dispatchers.
- Total Cost \$158,128 (to be split between the City and Hall County)

Emergency Management – Reclassifications (General Fund)

- Three Public Safety Dispatchers would be reclassified to Senior Public Safety Dispatchers.
- Why is the position needed? Currently, Jon has only 3 senior dispatchers, one per shift. Because they don't work 7 days a week, that leaves almost 1/3 of shifts working without a supervisor, sometimes more when seniors take time off. We would like to reclassify three Dispatchers to become Senior Dispatchers. This would provide authorized supervision to all shifts and will also accommodate the increased load the ProQA and other call reviews will require with the new system. It is estimated that promoting 3 dispatchers to senior dispatcher will add approximately \$27k to personnel services. A small price to pay for the benefits in supervision and quality assurance.
- How many similar positions do you have in the department? 3 senior dispatchers currently on staff today.
- Total Cost \$27,237 (to be split between the City and Hall County)

Parks and Recreation – additional/Reclassification FTE's (General Fund)

- <u>Parks Maintenance Worker</u> why is the position needed? To keep up with the growth of the department and expectations from the public and City Council.
- How many similar positions do you have in the department? 10 similar positions.
- Total Cost \$71,189

Planning Department – moving FTE from Utilities to General Fund

- <u>Planner 1</u> This is part of the rebalance of expenses/revenues between the General Fund and Electric Utility. Due to technology and personnel at the Electric Utility, this position (FTE portion) is not used for any specific utility work.
- Total Cost to General Fund is \$36,559. This position is a shared position with the County. (50%)

Police Department – additional FTE's (General Fund)

- (2) Public Safety Apprentices One full time and two part time positions. These positions were approved in April of 2022.
- Total Cost \$158,110

- <u>4 Part Time Airport Police Officers</u> Why is the position needed? Currently one police officer goes out to the airport for departures. The additional part time airport police officers would alleviate the need to take an officer off patrol.
- Total Cost \$71,178
- (3) Police Officers Why is the position needed? The additional Police Officers will be needed in the future but in today's environment, Police Department being down 11-12 officers, allocating budget dollars to positions that would not be filled would not be a prudent use of resources.
- Total Cost \$280,572

Public Works Engineering – reclassification of FTE (General Fund)

- Reclass an Engineering 1 PW to <u>Engineering 1 or 2 or Senior</u>.
- Why is the position needed? The Engineering series is necessary to attract & retain qualified Engineers.
- How many similar positions are in the department? There are currently two (2) Engineer 1 positions, one of which is vacant and has high turnover. The other is a licensed Engineer with over 20 years of experience. The Engineer II and Senior positions would be new classes but not new FTE's. These changes will allow for more flexibility in hiring and retaining Engineers in the Public Works Department. An entry level engineer would be designated as an Engineer 1 (intern) whereas experienced engineers would be put in the engineer II (required to have a PE designation) or senior (number of years of experience) category depending on experience.
- Total Cost \$0 to \$10,076 dependent on the experience.

Streets Division (210 Fund) – reclassification of FTE

- Reclass <u>two</u> Senior Maintenance Worker positions to <u>Senior Equipment Operators</u>. Why is the position needed? This position provides oversight and technical expertise in equipment operation and participates in a wide variety of road maintenance and construction operating of the heaviest and most complex pieces of equipment. This position also aids in the progress of right-of-way maintenance by operating equipment for drainway clearing, mowing, tree trimming, as well as performing additional street sweeping and fill in when extra man power is required for traffic control or large projects. A variety of other duties are performed by this position, which include operating equipment for snow plowing and salting, roadway improvements/rehabilitation, as well as cover stand-by shifts as assigned. This will help hiring and retention.
- How many similar positions do you have in the department? There are 5 FT Senior Equipment
 Operators currently.
- Total Cost \$1,746

Solid Waste (505 Fund) – reclassification and additional FTE

- Office Manager SW Why is this position needed? The position oversees all aspects of the
 office and assists the Superintendent with the accounting for the division. This position would
 oversee 3.5 division clerks (currently 2.5 FTE division clerks see below) and seasonal workers.
 This would reduce overtime costs substantially.
- Total Cost \$90,469

- Solid Waste Division Clerk the Accounting Technician position would be eliminated and add 1 FTE to Solid Waste Division Clerk. Due to the increases in workloads and the difficulty of scheduling when employees are sick or vacation, this additional position would alleviate the issues of short staffing in different areas and/or decreasing hours at the landfill. Also with the additional scale coming online, there will be a need for additional staffing. This a front office reorganization that will improve efficiencies currently and in the future growth of the Transfer Station.
- Total Cost (\$13,639) together the cost would be \$77,010

Utility Department - (520 Fund)

- Due to the rebalance of expenses/revenues, the 0.38 FTE will be moved to the General Fund.
 See above Planner.
- Total Cost (\$36,559)

Water Department – (525 Fund) – additional FTE

- Water Maintenance Worker Why is the position needed? Water service lines are currently owned by property owner from the water main to the point of use. For about half of the owners, this includes ownership of the service line under the street, which can add \$5,000 to the service line repair. This is a hardship for many owners and obtaining financing and finding a plumber to perform the repair can take weeks and, in many cases, the leaking water will undermine the street and adjacent utilities. Utilities management is recommending that the water utility assume ownership of water service lines in the public right of way from the property owner in to allow an equitable and timely response to service line failures. Anticipated repairs of these service lines based on building permit records will require additional staff.
- How many similar positions do you have in the department? Water maintenance worker 6,
 Senior Water Maintenance worker 3
- Total Cost \$87,330

Waste Water (530 Fund) - reclassification and additional FTE

- Reclass Accounting Technician WW to <u>Administrative Assistant WW</u>. Why is the position needed? This position is the center of the Wastewater Treatment Plant budget monitoring and daily office functions.
- How many similar positions are in the department? There was one in the past, however none at this time.
- Total Cost \$3,111
- Reclass Engineer I <u>WWTP to Engineering I or II or Senior</u>. The Engineering series is necessary to attract & retain qualified Engineers. Please see PW Engineer proposed changes for more detail.
- Total Cost \$11,986
- Reclass Engineer Technician to <u>Engineer Technician I or II or Senior</u> Why is the position needed? The Engineering Technician series is necessary to attract & retain qualified Engineer Technicians.
- Total Cost \$2,967

- One additional FTE <u>WWTP FOG (Fats, Oils, and Grease) Program Manager</u>. Why is the position needed? This new position will develop Fats, Oils, and Grease policies and procedures, and ordinances in support of the Wastewater infrastructure throughout the City.
- Total Cost \$85,936

Total Costs by Funds

- General Fund \$421,514 (excluding 3 Police Officer positions)
- Electric Fund (\$36,559)
- Water Fund \$87,330
- Waste Water Fund \$104,000
- Solid Waste Fund \$77,010
- Streets Fund \$1,746

FY2023 FTE Request Matrix

Department	Fund	Current Position	New Position	FTE Adjustment	Salaries	Benefits	Total Cost
Emergency Management	General Fund	Public Safety Dispatchers		2.00	100,562	57,566	158,128
		Public Safety Dispatchers	Carta D. Idia Cafat	-3.00	(186,438)	(91,164)	(277,602)
			Senior Public Safety Dispatchers	3.00	208,884	95,955	304,839
Total FTE Adjustment			Disputeriers	2.00	123,008	62,357	185,365
Parks and Recreation	General Fund						
Turks and necreation	General Fund						
		Maintenance Worker -					
Total FTE Adjustment		Parks		1.00 2.00	43,008 102,520	28,181 58,748	71,189 71,189
Total FTE Aujustinent				2.00	102,320	36,748	71,189
Planning	General Fund	Planner I		0.38	27,916	8,643	36,559
Total FTE Adjustment				0.38	27,916	8,643	36,559
Police Department	General Fund	Police Officer	Public Safety Apprentice	3.00	62,957	30,567	150 110
			Airport Police Officer - PT	2.00 1.00			158,110 71,178
				1.00			72,270
Total FTE Adjustment				6.00	377,742	183,402	229,288
Public Works - Engineerin	General Fund	Engineering 1 PW		-1.00	(109,121)	(51,874)	(160,995)
0		J J	Engineering - 1 or 2 or		(,	(= ,= ,	(
Tatal FTF Adinatus and			Senior	1.00 0.00	114,217	52,611 737	166,828
Total FTE Adjustment				0.00	5,096	/3/	5,833
Streets Division	Chanada Farad	Senior Maintenance		2.00	(1.41.000)	(60,020)	/244 000\
Streets Division	Streets Fund	Worker	Senior Equipment	-2.00	(141,960)	(69,938)	(211,898)
			Operator	2.00	144,298	69,346	213,644
Total FTE Adjustment				0.00	2,338	(592)	1,746
		Accounting Technician-					
Solid Waste	Solid Waste Fund	SW		-1.00	(57,205)	(30,233)	(87,438)
			Office Manager - SW	1.00	60,092	30,557	90,649
			Division Clerk FT - SW	1.00	45,799	28,000	73,799
Total FTE Adjustment				1.00	48,686	28,324	77,010
Utility Department Total FTE Adjustment	Electric Fund	Planner 1		-0.38 - 0.38	(27,916) (27,916)		
Total i i L Aujustillelit				-0.38	(27,310)	(0,043)	(30,339)
		Water Maintenance					
Water Department Total FTE Adjustment	Water Fund	Worker		1.00 1.00	56,616 56,616	30,714 30,714	87,330 87,330
Total FTE Aujustillent				1.00	30,010	30,714	07,330
Wasto Water	Masta Matar Fund	Accounting Technician-		1.00	/60 E03\	(20.261)	(00.044)
Waste Water	Waste Water Fund	WW	Administrative Assistant-	-1.00	(60,583)	(30,261)	(90,844)
			WW	1.00	63,118	30,837	93,955

FY2023 FTE Request Matrix

Department	Fund	Current Position	New Position	FTE Adjustment	Salaries	Benefits	Total Cost
•				,			
			WWTP FOG Program Mgr				
			(Fats, Oils, and Greases)	1.00	56,112	29,824	85,936
		Engineer 1 - PW		-1.00	-	-	-
		Engineer 1 - WWTP		-1.00	(78,229)	(24,979)	(103,208)
			Engineering - 1 or 2 or				
			Senior	1.00	81,676	33,518	115,194
		Engineering Technician		-1.00	(73,577)	(33,040)	(106,617)
			Engineering Technician 1				
			or 2 or Senior	1.00	76,775	32,809	109,584
Total FTE Adjustment				0.00	65,292	38,708	104,000