



Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
February 10, 2026 7:00 PM

1. 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.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. SUBMITTAL OF REQUESTS FOR FUTURE AGENDA 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.

5. RESERVE TIME TO SPEAK ON AGENDA ITEMS

A sign-up sheet was available in the lobby for individuals wishing to provide input on any of tonight's agenda items. If you did not sign up to speak on an agenda item, please come forward, state your name and the agenda topic on which you will be speaking on.

6. CONSENT AGENDA

- a. Approving Minutes of the January 27, 2026 City Council Regular Meeting
- b. Approving Payment of Claims for the Period of January 28, 2026 through February 10, 2026 in the total amount of \$3,624,044.82
- c. #2026-25 - Approving Interlocal Cooperation Agreement between the City of Grand Island and the Nebraska State Fair for 2026
- d. #2026-26 - Approving Single Source Provider designation for CEI Security & Sound (CEI) for security camera installation for the Grand Island Police Department at the new West Substation (Heartland Ag Building).
- e. #2026-27 - Bid Award to Gregg Young Chevrolet of Omaha, NE for the purchase of two (2) - 2026 Chevrolet Tahoe Police Pursuit 4WD vehicles.
- f. #2026-28 - Approving Award of Professional Engineering Consulting Services for Capital Outfall Culvert Replacement; Project No. 2026-D-1
- g. #2026-29 - Approving Temporary Construction Easement for Stolley Park Road-South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4

(Koester, Maran/Aye, Kobet, Gutierrez)

- h. #2026-30 - Approving Bid Award for Asphalt Hot-Mix 2026
- i. #2026-31 - Approving Bid Award for Concrete Ready-Mix for 2026
- j. #2026-32 - Approving Bid Award for Road Gravel 2026
- k. #2026-33 - Approving NinjaOne Security Release
- l. #2026-34 - Approving Memorandum of Understanding with NPPD to Construct a 115 kV Tie Line from Alda to Substation J
- m. #2026-35 - Approving Bid Award - Precipitator, Boiler, Industrial Cleaning - Spring 2026

7. PUBLIC HEARINGS

- a. Public Hearing Request from Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane Grand Island , Nebraska, for a Class "C" Liquor License

#2026- 36 - Approving Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane, Grand Island, Nebraska, for a Class "C" Liquor License and Liquor Manager Designation for Margarita T. Younes-Holz, 110 Second Street, Kearney, Nebraska
- b. Public Hearing on Request from Amye Webster for Conditional Use Permit to Allow for a Small RV Campground Site located at 1333 E Stolley Park Road.

#2026-37 - Approving Request from Amye Webster for Conditional Use Permit to Allow for a Small RV Campground Site located at 1333 E Stolley Park Road
- c. Public Hearing on Request from Industrial Tower West for Conditional Use Permit for a Telecommunications Tower Site located at 1231 Allen Drive, South of W. 13th Street, (South of Target) on the West Side of Bosselman's Pump & Pantry

#2026-38 - Approving Request from Industrial Tower West for Conditional Use Permit for a Telecommunications Tower Site located at 1231 Allen Drive, South of W. 13th Street, (South of Target) on the West Side of Bosselman's Pump & Pantry

8. ORDINANCES

- a. #10,062 - Consideration of Approving Changes to Chapter 15 of City Code involving Electric Utility Commercial Deposits (Second and Final Reading)

9. ADJOURNMENT



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.a.

Subject: Approving Minutes of the January 27, 2026 City Council Regular Meeting

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

ATTACHMENTS:

1. Minutes



City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
January 27, 2026
7:00 PM

1. [CALL TO ORDER](#)

Mayor Roger G. Steele called the meeting to order at 7:00 p.m.

2. [PLEDGE OF ALLEGIANCE](#)

3. [ROLL CALL](#)

The following City Officials were present, City Administrator Patrick Brown, City Clerk Jill Granere, City Attorney Kari Fisk and Public Works Director Keith Kurz.

The following City Council Members were present: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Mike Paulick was absent.

4. [SUBMITTAL OF REQUESTS FOR FUTURE AGENDA ITEMS](#)

5. [RESERVE TIME TO SPEAK ON AGENDA ITEMS](#)

6. PRESENTATIONS AND PROCLAMATIONS

6.a) [Recognition of the Grand Island Senior High Unified Bowling Team on their State Championship](#)

[Cover Page](#)

7. [CONSENT AGENDA](#)

Motion by Ryan O'Neill, second by Doug Lanfear to approve CONSENT AGENDA excluding 7f and 7m. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

7.a) Approving Minutes of the January 13, 2026 City Council Regular Meeting.

[Cover Page](#)

[Minutes](#)

7.b) Approving Payment of Claims for the Period of January 14, 2026 through January 27, 2026 in the total amount of \$6,406,998.52.

[Cover Page](#)

[Claims](#)

7.c) Approving Councilmember Appointments to Boards and Commission for 2026

[Cover Page](#)

[Council Boards and Commissions](#)

7.d) #2026-12 - Approval of Compass Subdivision Final Plat and Subdivision Agreement

[Cover Page](#)

[Map](#)

[Plat](#)

[Application](#)

[Agreement](#)

[Resolution](#)

7.e) #2026-13 - Approval of Indianhead Eighth Subdivision Final Plat and Subdivision Agreement

[Cover Page](#)

[Proposed Subdivision Map](#)

[Indianhead 8th Subdivision Map](#)

[Application](#)

[Agreement](#)

[Resolution](#)

7.f) #2026-14 - Approving Proposal for Pier Park Lake Trail and Water Quality Study

[Cover Page](#)

[Agreement](#)

[Resolution](#)

Parks and Recreation Director Todd McCoy reported the Pier Park trail adjacent to the lake's seawall had experienced settlement and surface irregularities. In addition, Pier Park Lake had exhibited recurring algae blooms, elevated turbidity, and periodic odor concerns reported by nearby residents in recent years. To address these issues, the Parks and Recreation Department solicited proposals from qualified engineering and design firms to inspect, evaluate, and develop conceptual design alternatives for the existing trail and overall water quality of Pier Park Lake. The proposal from JEO Consulting Group, Inc. of Grand Island, Nebraska is recommended. JEO's proposal included conducting a comprehensive inspection and evaluation of the existing trail and lake water quality and then developing alternatives and cost estimates to improve the trail and water quality. JEO proposed to provide their services for a total fee of \$108,445.00.

Motion by Doug Brown, second by Doug Lanfear to approve 7f. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

7.g) #2026-15 - Approving Fire Department Purchase of Mobile Radios

[Cover Page](#)

[Quote](#)

[State Contract](#)
[Resolution](#)

From Motorola Solutions, Inc. in an amount of \$57,221.34.

7.h) #2026-16 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Grand Island Rail Crossing Study

[Cover Page](#)
[Program Agreement](#)
[Resolution](#)

Federal funds had been obligated in the amount of \$600,000.00, with \$75,000.00 being City responsibility and another \$75,000.00 being the responsibility of Burlington Northern Santa Fe Railroad.

7.i) #2026-17 - Approving Bid Award for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 and Sanitary Sewer District No. 546

[Cover Page](#)
[Contract](#)
[Resolution](#)

With The Diamond Engineering Company of Grand Island, Nebraska in an amount of \$3,323,770.00.

7.j) #2026-18 - Approving Award of Professional Engineering Consulting Services for Wastewater Treatment Plant Blower Modifications; Project No. 2026-WWTP-2

[Cover Page](#)
[Agreement](#)
[Resolution](#)

With HDR Engineering, Inc. of Omaha, Nebraska in an amount not to exceed \$356,313.00.

7.k) #2026-19 - Approving Temporary Construction Easement for Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Mercado Gonzalez and Mejia-Perez)

[Cover Page](#)
[Mercado Gonzalez Exhibit](#)
[Mejia-Perez Exhibit](#)
[Resolution](#)

7.l) #2026-20 - Approving Separate System Bond Documents

[Cover Page](#)
[Continuing Disclosure Agreement](#)
[Certificate of Participant](#)
[Resolution](#)

7.m) #2026-21 - Approving the Submission of the 2024-2025 Consolidated Annual

Performance and Evaluation Report (CAPER) for Community Development Block Grant program funding to HUD

[Cover Page](#)

[2024 CAPER Draft](#)

[Resolution](#)

Community Development Administrator Amber Alvidrez reported the Consolidated Annual Performance & Evaluation Report addressed the funds that were still in use from previous year's allocations and the 2024 PY allocated CDBG funds used beginning 10/1/2024- 9/30/2025. It also identified areas of success and barriers towards meeting the community development priority needs, and objectives stated in the 5-year Consolidated Plan through activities that were implemented during the Program year as a result of Community Development Block Grant Funds. Further stated were the many federal funding challenges but did not jeopardize the money.

Motion by Jack Sheard, second by Ryan O'Neill to approve 7m. Roll Call: Ayes: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.) PUBLIC HEARINGS

8.a) [Public Hearing Request from Downtown Industry LLC, dba Sin City Grill, 410 W 3rd Street Grand Island, Nebraska, for a Class "C" Liquor License](#)

#2026-22 - Approving Downtown Industry LLC, dba Sin City Grill, 410 W 3rd Street, Grand Island, Nebraska, for a Class "C" Liquor License and Liquor Manager Designation for Ivan Alcantar, 1413 S Lincoln Avenue, Grand Island, Nebraska

[Cover Page](#)

[Police Report](#)

[Map](#)

[Resolution](#)

City Clerk Jill Granere reported an application for a Class "C" Liquor License had been received from Downtown Industry LLC, dba Sin City Grill, 410 W 3rd Street, Grand Island, Nebraska. Ms. Granere presented the following exhibits for record; application submitted to the Liquor Control Commission and received by the City on December 31, 2025; notice to the general public of date, time, and place of hearing was published on January 17, 2026; notice to the applicant of date, time and place of hearing was mailed on January 2, 2026. Also submitted was liquor manager designation for Ivan Alcantar, 1413 S Lincoln Avenue, Grand Island, Nebraska.

Motion by Ryan O'Neill, second by Doug Brown to approve #2026-22 - Approving Downtown Industry LLC, dba Sin City Grill, 410 W 3rd Street, Grand Island, Nebraska, for a Class "C" Liquor License and Liquor Manager Designation for Ivan Alcantar, 1413 S Lincoln Avenue, Grand Island, Nebraska. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.b) [Public Hearing to Consider Rezoning Property at 501 S. Gunbarrel Road in the N 1/2](#)

of the S 1/2 of Section 18, Township 11 North, Range 8 West of the 6th P.M. in Merrick County from TA Transitional Agriculture and AG-2 Secondary Agriculture to LLR Large Lot Residential

#10,061 - Consideration of Approving request to Rezone Property at 501 S. Gunbarrel Road in the N 1/2 of the S 1/2 of Section 18, Township 11 North, Range 8 West of the 6th P.M. in Merrick County from TA Transitional Agriculture and AG-2 Secondary Agriculture to LLR Large Lot Residential

[Cover Page](#)

[Proposed Map](#)

[Future Land-Use Map](#)

[Ordinance](#)

Community Development Director Chad Nabity reported an application had been made to rezone approximately 116 acres of property comprising a North half 1/2 of the Southwest Quarter (SW¼) and NW1/4 Northwest Quarter (NW¼) of Southeast Quarter (SE¼) of Section Eighteen (18), Township Eleven (11) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska. located east of Gunbarrel Road and north of Bismark Road from TA- Transitional Agricultural Zone & AG-2- Secondary Agricultural Zone to LLR- Large Lot Residential Zone. Gunbarrel Development LLC was proposing a 3-lot subdivision to build single family homes.

Motion by Ryan O'Neill, second by Doug Lanfear to suspend the rules 8.b) #10,061 - Consideration of Approving request to Rezone Property at 501 S. Gunbarrel Road in the N 1/2 of the S 1/2 of Section 18, Township 11 North, Range 8 West of the 6th P.M. in Merrick County from TA Transitional Agriculture and AG-2 Secondary Agriculture to LLR Large Lot Residential. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Doug Brown, second by Doug Lanfear to approve 8.b) #10,061 - Consideration of Approving request to Rezone Property at 501 S. Gunbarrel Road in the N 1/2 of the S 1/2 of Section 18, Township 11 North, Range 8 West of the 6th P.M. in Merrick County from TA Transitional Agriculture and AG-2 Secondary Agriculture to LLR Large Lot Residential. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

9.) RESOLUTIONS

9.a) [#2026-23 - Consideration of Approval of Gunbarrel Lake Subdivision Final Plat and Subdivision Agreement](#)

[Cover Page](#)

[Map](#)

[Plat](#)

[Agreement](#)

[Resolution](#)

Community Development Director Chad Nabity reported the property was located east of Gunbarrel Road and north of Bismark Road in Merrick County, Nebraska. Since the rezoning was approved this was a legal subdivision creating 3 lots along Gunbarrel Road. With 4 or fewer lots along an existing road the developer was not responsible for installing water or sewer line with the development. The lots were all greater than 3 acres in size so acceptable for well and on site wastewater treatment based on regulations provided and enforce by the State of Nebraska.

Motion by Chuck Haase, second by Jack Sheard to approve #2026-23 - Consideration of Approval of Gunbarrel Lake Subdivision Final Plat and Subdivision Agreement. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

9.b) #2026-24 - Approving Financing and Reimbursement of Certain Expenditures from Bond Proceeds issued by the City

[Cover Page](#)
[Resolution](#)

City Administrator Patrick Brown reported the City of Grand Island proposed to borrow \$23,500,000 to fund various parks projects and improvements to the Heartland Events Center. These projects aim to enhance recreational facilities, improve community amenities, and upgrade infrastructure at the Heartland Events Center to support economic development and tourism. Projects to be funded would include the following. Heartland Event Center improvements:

- Chillers - \$1,225,000
 - Boilers - \$1,975,045
 - Arena Lighting - \$1,752,079
 - Sound System - \$1,165,200
 - Vestibule - \$951,739
 - Roof Replacement - \$974,203
 - Ice Rink Revival - \$2,024,195 (less grant of \$1,000,000 possibility) net \$1,024,195
 - Contingency - \$932,539
- Total Heartland Event Center - \$11,000,000

- Island Oasis Renovation - \$11,500,000
- Refinance of Veterans Sports Complex note - \$1,000,000.

Total cost for all renovations and refinancing was \$23,500,000. This was all dependent on revenue sources, future budgets, and other needed capital projects.

Discussion was held regarding the projects and options. It was mentioned that this was solely to shop for bonds and didn't mean all the projects would be completed and would be brought back to council.

Motion by Ryan O'Neill, second by Chuck Haase to approve #2026-24 - Approving Financing and Reimbursement of Certain Expenditures from Bond Proceeds issued by the City. Roll Call: Ayes: Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion

adopted.

10.) ORDINANCES

10.a) [#10,062 - Consideration of Approving Changes to Chapter 15 of City Code involving Electric Utility Commercial Deposits](#)
[Cover Page](#)
[Exhibits](#)
[Ordinance](#)

Councilmember Haase spoke in regards to not suspending the rules due to wanting more information that he didn't think would be able to be answered tonight.

City Attorney Kari Fisk advised if the rules were not suspended it would be first reading only, no discussion could take place.

Motion by Doug Lanfear, second by Ryan O'Neill to suspend the rules 10.a) #10,062 - Consideration of Approving Changes to Chapter 15 of City Code involving Electric Utility Commercial Deposits. Roll Call: Ayes: Mark Stelk. Noes: Jack Sheard, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill, Maggie Mendoza and Doug Lanfear. Absent: Mike Paulick. Motion failed.

City Clerk Jill Granere read Ordinance 10,062 by title for First Reading Only.

11). ADJOURMENT

The meeting was adjourned at 7:51 p.m.

City Clerk
Jill Granere



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.b.

Subject: Approving Payment of Claims for the Period of January 28, 2026 through February 10, 2026 in the total amount of \$3,624,044.82

Staff Contact: Pat Brown

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Payment of Claims for the Period of January 28, 2026 through February 10, 2026 in the total amount of \$3,624,044.82.

ATTACHMENTS:

1. Claims

Vendor_Name	Description	Amount
AARON PETERSON	DT LOTS	1,400.00
ACCORD GUARANTOR, LLC	SHIPPING	243.38
ACCORD GUARANTOR, LLC	SHIPPING	283.34
AEROMET ENGINEERING INC	SMOKE SCHOOL	650.00
AIRGAS INC	CEM GASES	1,033.80
AIRGAS INC	GLOVES	773.15
ALEJANDRO CHAPA	FIELDHOUSE OFFICIAL	125.00
ALL COPY PRODUCTS INC	CONTRACT CHARGES 12/18/25-1/17/26	128.85
ALLIANCE TECHNICAL GROUP, LLC	2026 QTR. #1 CEMS AGREEMENT	11,925.00
ALLIANT INSURANCE SERVICES, INC	FEB 5 OF 10 COMMERCIAL GEN LIABILITY	18,820.05
ALLIANT INSURANCE SERVICES, INC	FEB 5 OF 10 COMMERCIAL UMBRELLA	4,969.00
ALLIANT INSURANCE SERVICES, INC	MAR COMMERCIAL PACKAGE	25,829.00
ALLIANT INSURANCE SERVICES, INC	MAR INLAND MARINE	1,854.00
ALLIANT INSURANCE SERVICES, INC	MAR BUSINESS AUTO	17,792.00
ALLIANT INSURANCE SERVICES, INC	FEB WORKERS COMP	29,842.33
ANDERSON FORD	ARM ASSY	1,167.45
ANDERSON FORD	HOSE ASSY	213.75
ANDERSON FORD	SEAT CUSHIONS	887.89
ANDERSON FORD	SENDER ASY	1,075.00
ANDERSON FORD	SENSOR	49.00
ANTHONY RYAN PONTIERO	STOMP CHOMP ROAR SRP 2026	587.50
APPLIED CONCEPTS INC	ANTENNA RADAR	3,250.00
APPLIED CONCEPTS INC	ANTENNA RADAR	2,400.00
APPLIED CONCEPTS INC	ANTENNA RADAR	24,150.00
ARMBRUSTER ELECTRIC	SHOP LIGHTING	857.25
AUDIO MARKETING SOLUTIONS	VESTIBULE PHONE	317.86
AURORA COOPERATIVE ELEVATOR COMPANY	PROPANE - TS	660.51
AURORA COOPERATIVE ELEVATOR COMPANY	DEF/ TS	606.80
AURORA COOPERATIVE ELEVATOR COMPANY	DEF LANDFILL	707.44
AURORA COOPERATIVE ELEVATOR COMPANY	SHOP PROPANE	2,296.80
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	LETTERING 824	225.00
AUTOMATIONDIRECT.COM INC	RECEPTICALS	140.83
AUTOMATIONDIRECT.COM INC	RECEPTICALS	140.83
BANK OF AMERICA	LEAGUE OF NE MUN-CONFERENCE	476.00
BANK OF AMERICA	CHATGPT - FINANCE	20.00
BANK OF AMERICA	GFOA OT EXEMPTION TRAINING	55.00
BANK OF AMERICA	AMAZON OFFICE SUPPLIES	24.32
BANK OF AMERICA	AMAZON OFFICE SUPPLIES	60.95
BANK OF AMERICA	AMAZON OFFICE SUPPLIES	67.27
BANK OF AMERICA	CULLIGAN-WATER	159.00
BANK OF AMERICA	NEBRASKA STATE BAR - Credit	(18.75)
BANK OF AMERICA	AMAZON MKTPL -OFFICE SUPPLIES	52.24
BANK OF AMERICA	Amazon-Laptop Bag	37.59
BANK OF AMERICA	Dell-Laptop	1,615.00
BANK OF AMERICA	Dell-Monitors	310.00
BANK OF AMERICA	Dell-Speaker Bar	32.62

BANK OF AMERICA	STATE GLASS - REPAIR	95.00
BANK OF AMERICA	ACE HDWE - SUPPLIES	4.99
BANK OF AMERICA	ACE HDWE - SUPPLIES	67.98
BANK OF AMERICA	IN LOGUE PLUMBING LLC-REPAIR	250.00
BANK OF AMERICA	NI SFM BOILER - INSPECTION	72.00
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	251.27
BANK OF AMERICA	COLLEGE TRANSC-DEGREE CHECK	34.95
BANK OF AMERICA	CHATGPT-SUBSCRIPTION	20.00
BANK OF AMERICA	Office Supplies	284.16
BANK OF AMERICA	JAMF SOFTWARE-iPad management	48.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	48.00
BANK OF AMERICA	VZWRLSS-PHONE	180.18
BANK OF AMERICA	ENGLAND TRAIN MARTIN CLASS	79.00
BANK OF AMERICA	GALLS-CLOTH ALLOW	134.90
BANK OF AMERICA	FIRSTNET-CELL PHONES DEC	964.42
BANK OF AMERICA	JAMF SOFTWARE-iPad management	52.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	52.00
BANK OF AMERICA	GOPRO-YRLY SUB 26	49.99
BANK OF AMERICA	AMAZON-TRENCH RESCUE	107.95
BANK OF AMERICA	"AHA-CPR VIDEO,WRKBK"	953.38
BANK OF AMERICA	"BIB-TRAINING, NISSEN"	525.00
BANK OF AMERICA	AHA-INSTRUCTOR CPR	350.28
BANK OF AMERICA	AMAZON - CPR VALVES	223.08
BANK OF AMERICA	AMAZON - BATTERY	29.20
BANK OF AMERICA	FIRELINE-20 AMP CONNECT	564.59
BANK OF AMERICA	MENARDS - AUGER	11.76
BANK OF AMERICA	MENARDS - MISC SUP	38.18
BANK OF AMERICA	MENARDS-SLIDERS	50.97
BANK OF AMERICA	PVC-LAPTOP MOUNT	24.00
BANK OF AMERICA	RTT-MIN USED	48.00
BANK OF AMERICA	U SAVE S - AMB SUP	34.76
BANK OF AMERICA	U SAVE S - AMB SUP	235.64
BANK OF AMERICA	ZOLL- AMB SUPPLIES	7,575.00
BANK OF AMERICA	ZOLL-AMB SUP	1,838.00
BANK OF AMERICA	"AMZN-BUS CARD PAPER,SEAT COVE	23.13
BANK OF AMERICA	HASTINGS FORD-REPAIR UNIT 802	3,053.52
BANK OF AMERICA	HASTINGS FORD-REPAIR UNIT 827	1,876.22
BANK OF AMERICA	MR.G'S-CAR WASH RECEIPTS DEC	12.00
BANK OF AMERICA	GI BODY-TOW CHARGES	300.00
BANK OF AMERICA	ISLAND TOWING-TOW CHARGES	1,750.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	185.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	1,710.00
BANK OF AMERICA	LEVANDERS-TOW CHARGES	1,360.00
BANK OF AMERICA	LONE TREE TOW-TOW CHARGES	1,500.00
BANK OF AMERICA	TOWN & COUNTRY-TOW CHARGES	1,525.00
BANK OF AMERICA	AT&T-CELL PHONE BILL	2,621.73
BANK OF AMERICA	NE IAI-ANNUAL MEMBERSHIP-CONF	75.00

BANK OF AMERICA	BENCHMARK-NLETC MEALS OIT	746.05
BANK OF AMERICA	CNRA- Paid Parking	35.00
BANK OF AMERICA	HOTELS-HOTEL FBI-LEEDA LAVISTA	909.80
BANK OF AMERICA	HOTELS-HOTEL TRAINING LINCOLN	430.76
BANK OF AMERICA	IACP-CHIEF OF POLICE CONF FEE	425.00
BANK OF AMERICA	MAHONEY-LODGING NEIAI CONF	85.50
BANK OF AMERICA	PH LODGING-HOTEL CONF LVNV	472.79
BANK OF AMERICA	AT&T COURT ORDER-SUBPOENA FEES	1,045.00
BANK OF AMERICA	FED EX-EVIDENCE SHIPPING	15.27
BANK OF AMERICA	KODEX-SUBPOENA RESPONSE	50.00
BANK OF AMERICA	PARKS VET-EVIDENCE DESTRUCTION	270.85
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	63.40
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	79.31
BANK OF AMERICA	"AMZN-ACO GLOVES,CATCHER POLE"	62.97
BANK OF AMERICA	AMAZON-ANIMAL CADAVER BAGS	135.88
BANK OF AMERICA	AMAZON-ANIMAL CARRIERS ACO	219.92
BANK OF AMERICA	AMAZON-ANIMAL CONTROL POLES	124.99
BANK OF AMERICA	AMZN-ANIMAL CONTROL AIR HORNS	38.98
BANK OF AMERICA	AMZN-LEASHES & LEADS ACO	76.96
BANK OF AMERICA	ANIMAL CARE EQUIP-LEASH ACO	61.16
BANK OF AMERICA	"AMZN-BUS CARD PAPER,SEAT COVE	39.20
BANK OF AMERICA	AMAZON-SELF INKING STAMPS	69.04
BANK OF AMERICA	MAVERIK-FUEL TRAINING IOWA	32.86
BANK OF AMERICA	PHILLIPS 66-FUEL TRAINING	46.03
BANK OF AMERICA	SHELL OIL-FUEL IA TRAINING	26.60
BANK OF AMERICA	"GALLS-UNIFORM PARKAS, PANTS"	1,596.90
BANK OF AMERICA	AMAZON- 9 SOG RESPONDER BAGS	259.74
BANK OF AMERICA	AMZN-BATTERY SURGE PROTECTORS	194.97
BANK OF AMERICA	AMZN-FLEET EMERG KIT SUPPLIES	30.99
BANK OF AMERICA	AMZN-FLEET EMERG KIT SUPPLIES	200.00
BANK OF AMERICA	AMZN-FLEET EMERG KIT SUPPLIES	585.84
BANK OF AMERICA	AMZN-FLEET EMERG KIT SUPPLIES	637.18
BANK OF AMERICA	AMZN-RECORD CLERK UNIF SHIRTS	58.98
BANK OF AMERICA	ANIMAL MED-K9 VET CARE MANDO	156.85
BANK OF AMERICA	CDWG - GIPD VOCA Printer	2,510.76
BANK OF AMERICA	FLATWATER AP-SHIRTS/EMBROIDERY	204.34
BANK OF AMERICA	GALLS-3N1 UNIFORM PARKAS	823.53
BANK OF AMERICA	GALLS-TRAINING POLOS	85.01
BANK OF AMERICA	GALLS-UNIFORM PANTS	141.68
BANK OF AMERICA	GALLS-UNIFORM PANTS	521.58
BANK OF AMERICA	GALLS-UNIFORM SHIRTS	992.76
BANK OF AMERICA	NE NOTARY-NEW NOTARY APPLIC	107.00
BANK OF AMERICA	PVC -BATTERIES	1,880.00
BANK OF AMERICA	SUPER S-RETIREMENT CAKE-STEELE	44.88
BANK OF AMERICA	SUPER S-RETIREMENT SUPP STEELE	73.60
BANK OF AMERICA	PEAVEY CORP-LEC EVID SUPPLIES	151.20
BANK OF AMERICA	PEAVEY-LEC EVIDENCE SUPPLIES	233.52

BANK OF AMERICA	CRESCENT ELE-LED TUBE LAMPS	798.90
BANK OF AMERICA	PLATTE V-EM RADIO MO MAINT	250.00
BANK OF AMERICA	CLEARFLY-BLDG PHONE SYSTEM	158.31
BANK OF AMERICA	Spectrum-IP REG. CONNECTIVITY	133.73
BANK OF AMERICA	SPD-SIREN ELECTRICITY DEC JAN	60.51
BANK OF AMERICA	SPD-TOWER/SIREN ELEC DEC JAN	428.00
BANK OF AMERICA	DELL - EM911 Docking Stations	480.00
BANK OF AMERICA	DELL - EM911 Laptops	4,000.00
BANK OF AMERICA	NE MACHINERY-GENERATOR REPAIR	1,638.37
BANK OF AMERICA	PLATTE VA-BATTERY REPLACEMENT	1,020.00
BANK OF AMERICA	Spectrum-CABLE CONNECTIVITY	298.30
BANK OF AMERICA	AMAZON-building consumables	13.16
BANK OF AMERICA	AMZN-BLDG CONSUMABLES	39.95
BANK OF AMERICA	CULLIGAN-WATER SOFTENER SALT	19.88
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	47.64
BANK OF AMERICA	AMZN-BLDG CONSUMABLES	32.32
BANK OF AMERICA	Geospatial Pro Netw-Jennifer P	195.00
BANK OF AMERICA	RR Safety Training	120.00
BANK OF AMERICA	Ace-Supplies John and Todd	91.96
BANK OF AMERICA	ELITE DREAMSCAPES-SNOW REMOVAL	3,350.64
BANK OF AMERICA	COLUMN - RPC meeting notice	12.00
BANK OF AMERICA	COLUMN-RPC public mtg notices	29.20
BANK OF AMERICA	AMAZON - 50 Watt Ballast	75.00
BANK OF AMERICA	ENDICIA - Postage On Account	500.00
BANK OF AMERICA	ALA - Membership Dues - Rogers	215.00
BANK OF AMERICA	AMAZON - Book	28.43
BANK OF AMERICA	AMZN-Book for Storytime Kit	23.99
BANK OF AMERICA	AMZN-Carts and HUB Splitter	49.84
BANK OF AMERICA	INGRAM - Book	20.24
BANK OF AMERICA	INGRAM - Books	20.39
BANK OF AMERICA	INGRAM - Books	20.66
BANK OF AMERICA	INGRAM - Books	21.51
BANK OF AMERICA	INGRAM - Books	23.44
BANK OF AMERICA	INGRAM - Books	29.45
BANK OF AMERICA	INGRAM - Books	29.50
BANK OF AMERICA	INGRAM - Books	31.47
BANK OF AMERICA	INGRAM - Books	63.50
BANK OF AMERICA	INGRAM - Books	69.05
BANK OF AMERICA	INGRAM - Books	75.49
BANK OF AMERICA	INGRAM - Books	104.98
BANK OF AMERICA	INGRAM - Books	152.35
BANK OF AMERICA	INGRAM - Books	169.29
BANK OF AMERICA	INGRAM - Books	185.91
BANK OF AMERICA	INGRAM - Books	200.98
BANK OF AMERICA	INGRAM - Books	202.95
BANK OF AMERICA	INGRAM - Books	232.78
BANK OF AMERICA	INGRAM - Books	374.21

BANK OF AMERICA	INGRAM - Books	625.86
BANK OF AMERICA	INGRAM - Credit	(24.79)
BANK OF AMERICA	EXPEDIA-Price Drop Protection	191.00
BANK OF AMERICA	MARITZ-PLA Conf Reg-Fentress	673.00
BANK OF AMERICA	MARITZ-PLA Conf Reg-Rogers	512.00
BANK OF AMERICA	UNITED-Flight PLA Con-Fentress	734.08
BANK OF AMERICA	UNITED-Flight PLA Conf-Rogers	734.08
BANK OF AMERICA	AMAZON - Carts for Staff	104.85
BANK OF AMERICA	AMAZON - Planner for Staff	14.99
BANK OF AMERICA	AMZN-Book for Storytime Kit	19.30
BANK OF AMERICA	AMZN-Carts and HUB Splitter	79.89
BANK OF AMERICA	AMZN-Interlibrary Loan Labels	24.62
BANK OF AMERICA	AMZN-Interlibrary Loan Labels	36.93
BANK OF AMERICA	AMZN-Label Maker Tape	25.78
BANK OF AMERICA	AMZN-Office Supplies	130.37
BANK OF AMERICA	DEMCO-Withdrawn Stamps Staff	56.82
BANK OF AMERICA	AMZN-Blank Magnetic Name Tags	21.78
BANK OF AMERICA	AMZN-Tumblers & Parchmnt Paper	102.06
BANK OF AMERICA	NE RECREATION AN-membership	420.00
BANK OF AMERICA	AMZN-Patti's retirement supp.	97.97
BANK OF AMERICA	ACE-hasp/pull handle	18.77
BANK OF AMERICA	ACE-paint	25.99
BANK OF AMERICA	HOME DEPOT-concrete mix	67.20
BANK OF AMERICA	MENARDS-barn siding return	(47.62)
BANK OF AMERICA	MENARDS-cable connector	1.68
BANK OF AMERICA	MENARDS-Caulk/hinge/handle	48.70
BANK OF AMERICA	MENARDS-foam/siding/screws	314.63
BANK OF AMERICA	MENARDS-steel fascia	35.20
BANK OF AMERICA	ADVANCE AUTO-filter/spark plug	167.40
BANK OF AMERICA	AMAZON-wheel bearings	275.46
BANK OF AMERICA	KELLY SUPPLY-V-belt	73.38
BANK OF AMERICA	AUTOZONE-offsets TXN00140789	(7.93)
BANK OF AMERICA	AUTOZONE-oil & filter	31.28
BANK OF AMERICA	AUTOZONE-oil filter	7.38
BANK OF AMERICA	AUTOZONE-oil filter	7.93
BANK OF AMERICA	AUTOZONE-oil/filter	60.58
BANK OF AMERICA	AUTOZONE-oil/washer fluid	21.34
BANK OF AMERICA	NAPA-swivel wrench	19.99
BANK OF AMERICA	U.S. CELLULAR-monthly bill	106.19
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	252.78
BANK OF AMERICA	"MENARDS-bulbs, tape measures"	142.61
BANK OF AMERICA	ACE-brushes/rollers	18.92
BANK OF AMERICA	ACE-drill bits	2.18
BANK OF AMERICA	ACE-tin snips	11.99
BANK OF AMERICA	HOME DEPOT-hole saw	36.94
BANK OF AMERICA	MENARDS-gorilla glue	19.23
BANK OF AMERICA	MENARDS-lag screws	10.99

BANK OF AMERICA	MENARDS-lag screws	18.68
BANK OF AMERICA	MENARDS-lineman pliers	37.38
BANK OF AMERICA	WAL-MART-cup holders	17.82
BANK OF AMERICA	UNIV OF NE-Recert Course	95.00
BANK OF AMERICA	WALMART-distilled water	37.80
BANK OF AMERICA	ACE-cleaning supplies	42.35
BANK OF AMERICA	AMAZON-sewer jet kit	49.99
BANK OF AMERICA	DRAIN CLEANER-water jet	375.00
BANK OF AMERICA	ISLAND PLUMBING-parts/labor	122.00
BANK OF AMERICA	AMAZON-chain tensioner	17.99
BANK OF AMERICA	AMAZON-hydro filter	110.00
BANK OF AMERICA	BUFFALO POWER-mower parts	1,060.68
BANK OF AMERICA	MIDWEST TURF-Wrench	50.55
BANK OF AMERICA	NAPA-filters/grease	139.88
BANK OF AMERICA	U.S. CELLULAR-monthly bill	40.70
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	252.78
BANK OF AMERICA	AMAZON-log lifter	46.93
BANK OF AMERICA	HARBOR FREIGHT-floodlights	59.98
BANK OF AMERICA	HARBOR FREIGHT-socket adapter	13.99
BANK OF AMERICA	HARBOR FREIGHT-towels/clamp	39.46
BANK OF AMERICA	AMAZON-tree marking tape	35.78
BANK OF AMERICA	MENARDS-drain cleaner/hook	56.91
BANK OF AMERICA	MENARDS-plunger/grease	19.19
BANK OF AMERICA	U.S. CELLULAR-monthly bill	125.19
BANK OF AMERICA	CCI CONSTANT-email platform	166.25
BANK OF AMERICA	PLATTE VALLEY WINN-faucet	102.38
BANK OF AMERICA	GoToCom GoToConn-phone bill	103.55
BANK OF AMERICA	AMAZON-Program supplies	14.48
BANK OF AMERICA	AMAZON-Program supplies	35.98
BANK OF AMERICA	AMAZON-Program supplies	76.97
BANK OF AMERICA	AMAZON-Program supplies	236.35
BANK OF AMERICA	JACKSON SERV-mat rental	109.97
BANK OF AMERICA	JACKSON SERV-mat rental	110.15
BANK OF AMERICA	AMAZON-square key	9.89
BANK OF AMERICA	ADVANCE AUTO-spark plugs/oil	15.14
BANK OF AMERICA	HOME DEPOT-bit holder/socket	13.94
BANK OF AMERICA	UNIVERSAL A-ad sheriffs magnet	500.00
BANK OF AMERICA	U.S. CELLULAR-monthly bill	43.79
BANK OF AMERICA	OPENAI CHATGPT SUBSCR	20.00
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	251.27
BANK OF AMERICA	INGRAM - ANF Trust Account	26.10
BANK OF AMERICA	INGRAM - Books	18.59
BANK OF AMERICA	INGRAM - Books	21.69
BANK OF AMERICA	INGRAM - Books	31.91
BANK OF AMERICA	INGRAM - Books	48.93
BANK OF AMERICA	INGRAM - Books	66.62
BANK OF AMERICA	INGRAM - Books	67.18

BANK OF AMERICA	INGRAM - Books	67.69
BANK OF AMERICA	INGRAM - Books	72.64
BANK OF AMERICA	INGRAM - Books	90.78
BANK OF AMERICA	INGRAM - Books	140.64
BANK OF AMERICA	GI INDEP-2024-P-4 WALKER	8.40
BANK OF AMERICA	HEARINGTEST-2026 TESTS/WATER	432.00
BANK OF AMERICA	RR Safety Training	240.00
BANK OF AMERICA	AMAZON - OFFICE SUPPLIES	26.22
BANK OF AMERICA	AMAZON - OFFICE SUPPLIES	39.74
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	756.84
BANK OF AMERICA	GI IND-CONCRETE READY MIX ATB	42.00
BANK OF AMERICA	GI INDEP-ROAD GRAVEL ATB	41.20
BANK OF AMERICA	GI INDEPENDENT- HMA ATB	41.20
BANK OF AMERICA	PLATTE V-EM RADIO MO MAINT	2,307.50
BANK OF AMERICA	CENTURY-EMERGENCY LINES	40.38
BANK OF AMERICA	CENTURY-EMERGENCY LINES	161.49
BANK OF AMERICA	CENTURY-EMERGENCY LINES	269.00
BANK OF AMERICA	CENTURY-EMERNGECY LINES	48.50
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-BAGGAGE MOT CONF	35.00
BANK OF AMERICA	AMERICAN AIR-FLIGHTS MOT CONF	833.47
BANK OF AMERICA	AMERICAN AIR-FLIGHTS MOT CONF	833.47
BANK OF AMERICA	AMERICAN AIR-FLIGHTS MOT CONF	833.47
BANK OF AMERICA	AMERICAN AIR-FLIGHTS MOT CONF	833.47
BANK OF AMERICA	NMS LABS-EVID LABS DRUG UNIT	66.00
BANK OF AMERICA	PRESTOX- DT PEST CONTROL	486.77
BANK OF AMERICA	ELITE DREAMSCAPES-SNOW REMOVAL	751.39
BANK OF AMERICA	"ALL SAFE-CALLIB, HAZMAT"	415.40
BANK OF AMERICA	K9TEC-K9 TRAINING ARM SLEEVE	360.00
BANK OF AMERICA	DEMANET-K9 TRAINING BITE SUIT	3,395.00
BANK OF AMERICA	AMZN-Children's Outreach Prog.	7.34
BANK OF AMERICA	AMZN-Label Maker Tape	38.74
BANK OF AMERICA	AMZN-Office Supplies	32.67
BANK OF AMERICA	AMZN-Tumblers & Parchmnt Paper	18.04
BANK OF AMERICA	HOBBY LOB-Children's Prog Supp	19.44
BANK OF AMERICA	HUMANITIES NE-Speaker Program	75.00
BANK OF AMERICA	SAMS - Teen Program Supplies	90.87
BANK OF AMERICA	TARGET - Book Cart	166.61
BANK OF AMERICA	BESTBUY-APC Battery	199.99
BANK OF AMERICA	DELL - Fire PC	1,020.00
BANK OF AMERICA	HOBBY L-11 Custom Frames-ST 3	1,237.76

BANK OF AMERICA	MENARDS-ELECT SUP ST 3	88.27
BANK OF AMERICA	SAMSClub TABLES & CHAIRS	1,309.00
BANK OF AMERICA	SAMSClub TABLES & CHAIRS	1,516.00
BANK OF AMERICA	CHRISTMAS LUNCH	186.40
BANK OF AMERICA	SOUTHERNPWR-ELECTRIC-TS/YW/LF	923.08
BANK OF AMERICA	HANSEN INTERNATIONAL CAP	26.31
BANK OF AMERICA	MENARDS T/S SUPPLIES	58.25
BANK OF AMERICA	NE MACHINERY HORN REPAIR	330.00
BANK OF AMERICA	NEBRASKA MACHINERY GREASE	167.68
BANK OF AMERICA	POMPS FLAT REPAIR	96.30
BANK OF AMERICA	SOUTHERNPWR-ELECTRIC-TS/YW/LF	74.79
BANK OF AMERICA	AMZN-DEB REYNOLDS RETIREMENT	88.97
BANK OF AMERICA	CHRISTMAS LUNCH	98.70
BANK OF AMERICA	ORKIN - SEALED LF SCALEHOUSE	2,840.00
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	756.84
BANK OF AMERICA	SOUTHERNPWR-ELECTRIC-TS/YW/LF	371.53
BANK OF AMERICA	POMPS TIRE - New Tire	199.18
BANK OF AMERICA	POMPS TIRE - Tire Repair	24.61
BANK OF AMERICA	TITAN - BLOWER FAN	649.59
BANK OF AMERICA	"AMZN-LABEL TAPE,MARKERS,INK"	124.30
BANK OF AMERICA	AMAZON - CURTAINS	22.99
BANK OF AMERICA	Dell-Monitors	352.48
BANK OF AMERICA	"ARNOLD-FUEL FILTER,SHOP TOWEL	118.43
BANK OF AMERICA	"HD SUPPLY-PICKER BAGS,TOWELS"	68.40
BANK OF AMERICA	"WINZER - HOSE,TIES,TY-RAP"	914.56
BANK OF AMERICA	ARNOLD MOTOR - FUEL FILTER	64.94
BANK OF AMERICA	BOMGAARS-Fly Spray Dispenser	33.99
BANK OF AMERICA	HD SUPPLY-LITTER PICKER BAGS	229.18
BANK OF AMERICA	O'REILLY - Mini bulb	7.64
BANK OF AMERICA	ACE IRRIG-Steel Elbow Flange	1,200.00
BANK OF AMERICA	"Northern Tool - 1"" MULTI PLA	80.99
BANK OF AMERICA	"Northern Tool - IDLER,WINCH"	644.31
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(3.41)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(3.41)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(1.46)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(1.46)
BANK OF AMERICA	APPA-reliability tracker seat	55.00
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	38.19
BANK OF AMERICA	"DIGI KEY, brackets/SUB-C267"	120.22
BANK OF AMERICA	FS COM INC - modules/SUB-C267	567.60
BANK OF AMERICA	FS COM-network parts SUB-C267	77.12
BANK OF AMERICA	PROVANT-fiber supp SUB-C267	317.37
BANK OF AMERICA	COLUMN-ad in paper	36.80
BANK OF AMERICA	"AMAZON-battery, supplies"	173.87
BANK OF AMERICA	"AMAZON-UPS, USB Hubs"	504.12
BANK OF AMERICA	Adobe-Acrobat Pro Licenses	2,166.30
BANK OF AMERICA	AMAZON- PEPPER SPRAY	32.24

BANK OF AMERICA	AMAZON-curved monitor	327.88
BANK OF AMERICA	AMAZON-flashlights-mirror set	75.50
BANK OF AMERICA	Amazon-planner	23.41
BANK OF AMERICA	Amazon-sticky easel pad	65.27
BANK OF AMERICA	AUTOBK CC Janitorial-cleaning	1,800.63
BANK OF AMERICA	B&HPHOTO-rolled plotter paper	576.20
BANK OF AMERICA	FS COM-network parts SUB-C267	1,468.87
BANK OF AMERICA	FSCOM-cable	102.13
BANK OF AMERICA	LIGHTANALYST-annual sub	814.91
BANK OF AMERICA	MID NEBRASKA DISPOSAL-trash	41.20
BANK OF AMERICA	NFPA-Code Book Licenses	730.99
BANK OF AMERICA	PSAN-Surveyor conference	311.36
BANK OF AMERICA	Spectrum - cable	23.70
BANK OF AMERICA	STERICYCLE- shredding	432.38
BANK OF AMERICA	UTILBIZMEDIA-CUSP App Fee	60.00
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	407.47
BANK OF AMERICA	BLUEWAVE thermography ck-subs	1,500.00
BANK OF AMERICA	ISLAND SUPPLY-nitrogen	109.82
BANK OF AMERICA	ISLAND SUPPLY-nitrogen	109.82
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	450.90
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	276.58
BANK OF AMERICA	eBay-rotary mechanism	277.34
BANK OF AMERICA	HOMEDEPOT-impact wrench	203.18
BANK OF AMERICA	LAKEWAY TILAPIA-tilapia	296.02
BANK OF AMERICA	PETSMART-sand	81.86
BANK OF AMERICA	ARC-ZONE-cylinder fitting	41.43
BANK OF AMERICA	AMAZON-pens	16.09
BANK OF AMERICA	AMAZON-pens/organizer	282.80
BANK OF AMERICA	AMAZON-timers	23.94
BANK OF AMERICA	COLUMN-legal notice	40.00
BANK OF AMERICA	KERMITS-wash vehicle	6.00
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	76.38
BANK OF AMERICA	WALMART-coffee maker	138.68
BANK OF AMERICA	CAPTIVE AIRE SYSTEMS-propeller	28.12
BANK OF AMERICA	PETCO-thermostat	139.73
BANK OF AMERICA	eBay-Pressure transmitter	823.31
BANK OF AMERICA	eBay-sample cooler	214.99
BANK OF AMERICA	KLEEN RITE CORP-Solenoids	467.15
BANK OF AMERICA	MCMASTE-packing seals/filters	1,341.87
BANK OF AMERICA	MCMMASTER-CARR-earplugs	149.01
BANK OF AMERICA	MCMMASTER-Credit earplugs	(153.90)
BANK OF AMERICA	MCMMASTER-eyebolts/shackle	1,383.90
BANK OF AMERICA	MCMMASTER-gloves/packing seal	1,066.43
BANK OF AMERICA	MENARDS-drill bits	18.59
BANK OF AMERICA	MRO GLOBAL SOLUTIONS-pump	1,499.00
BANK OF AMERICA	NI SFM BOILER-certificate	36.00
BANK OF AMERICA	SMARTSIGN-vinyl labels	160.13

BANK OF AMERICA	eBay-actuator	322.49
BANK OF AMERICA	eBay-actuator	424.63
BANK OF AMERICA	FASTENAL CO-flange bolt	26.43
BANK OF AMERICA	FASTENAL COMPANY-bolts	66.17
BANK OF AMERICA	NAPA-blades	15.58
BANK OF AMERICA	NAPA-wrench/brushes	155.27
BANK OF AMERICA	TRAUSCH DYNAMICS-fittings	140.74
BANK OF AMERICA	IND.OUTFIT.-FR safety jackets	671.84
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	172.78
BANK OF AMERICA	IEEE-Standard OH Conductor	87.08
BANK OF AMERICA	JAMF SOFTWARE-iPad management	71.80
BANK OF AMERICA	JAMF SOFTWARE-iPad management	72.80
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	80.02
BANK OF AMERICA	HEARINGTEST-2026 TESTS/WATER	744.00
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	2,523.31
BANK OF AMERICA	AMERICAN PUBLIC-conference	1,295.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(2.15)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(2.15)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(0.78)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(0.78)
BANK OF AMERICA	"Ace-cleaner, screws, drill bi	16.71
BANK OF AMERICA	DMV-Com Learner permit Casteel	16.25
BANK OF AMERICA	FORESTRY-steel toe hip boots	339.20
BANK OF AMERICA	Hotwoods-Aluminum utility cart	385.93
BANK OF AMERICA	AMAZON-Transfer switch	1,235.18
BANK OF AMERICA	NEWEGG-Management card	869.46
BANK OF AMERICA	AGUILARPRINT-door hangers	169.85
BANK OF AMERICA	LONM-Annual Conference	437.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	39.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	40.00
BANK OF AMERICA	VRZN-JAN 2026 CELL SRV/WATER	416.98
BANK OF AMERICA	HEARINGTEST-2026 TESTS/WATER	166.50
BANK OF AMERICA	Ace Hardware / Ice melt	204.14
BANK OF AMERICA	Autozone / power inverter	69.86
BANK OF AMERICA	Pollard/clean out tool yokes	248.70
BANK OF AMERICA	CDW-SCADA BACKUP POWER SUPPLY	1,521.88
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	10.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	79.65
BANK OF AMERICA	PRESTO X-PEST SERVICES	329.83
BANK OF AMERICA	PLATTE VALLEY-RADIO MAINT	363.00
BANK OF AMERICA	League of NE-Conference Roger	170.00
BANK OF AMERICA	LONM-SNOWBALL CONFERENCE REG	340.00
BANK OF AMERICA	LONM-SNOWBALL CONFERENCE REG	680.00
BANK OF AMERICA	RR Safety Training	540.00
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	6.69
BANK OF AMERICA	AMAZON-SUPPLIES	78.59
BANK OF AMERICA	MENARDS-SUPPLIES	22.49

BANK OF AMERICA	"CULLIGAN-WATER,RO RENTAL"	187.00
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	EBERL PLUMBING-TEST BACKFLOW	75.00
BANK OF AMERICA	CASEYS-FUEL #785 GENERATOR	68.16
BANK OF AMERICA	ACE-OIL ABSORBENT	19.99
BANK OF AMERICA	ACE-SCREW EXTRACTOR SETS	58.98
BANK OF AMERICA	ACE-SLEDGE HAMMER	44.99
BANK OF AMERICA	MENARDS-GLOVES	19.99
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	SOUTHERN POWER-ELEC LS#25	342.59
BANK OF AMERICA	NW ENE-NAT GAS/LS#30/ABBOTT RD	21.07
BANK OF AMERICA	POMPS TIRE-PUP TIRE REPAIRS	140.17
BANK OF AMERICA	HACH CO-MULTI METER	2,190.00
BANK OF AMERICA	HACH CO-PH/LDO PROBES	2,341.00
BANK OF AMERICA	VESTIS- UNIFORMS	17.22
BANK OF AMERICA	VESTIS- UNIFORMS	17.22
BANK OF AMERICA	"CULLIGAN-WATER,RO RENTAL"	483.00
BANK OF AMERICA	ACE-THERMOSTAT	18.99
BANK OF AMERICA	AMAZON-HEATER	67.49
BANK OF AMERICA	DENNIS SUPPLY-HEATER UNIT	1,529.93
BANK OF AMERICA	DENNIS SUPPLY-UNIT HEATER	958.46
BANK OF AMERICA	GRAINGER-ELECTRICAL SUPPLIES	413.66
BANK OF AMERICA	GRAINGER-RELAYS	437.76
BANK OF AMERICA	INTERSTATE ALL-BATTERIES	145.20
BANK OF AMERICA	MENARDS-DUCT FITTINGS	19.96
BANK OF AMERICA	GRONES-SERVICE SNOWBLOWER	94.98
BANK OF AMERICA	GRAINGER-SELF DUMPING HOPPER	2,127.20
BANK OF AMERICA	GRAINGER-ROLLING LADDER	2,275.89
BANK OF AMERICA	MENARDS-UTILITY HEATERS	59.91
BANK OF AMERICA	ACE-IMPACT EXTRACTOR SET	36.99
BANK OF AMERICA	LAWSON PRODUCTS-SHOP SUPPLIES	214.02
BANK OF AMERICA	ACE-WASHERS	25.99
BANK OF AMERICA	MENARDS-FITTINGS	81.58
BANK OF AMERICA	MENARDS-SUPPLIES	27.25
BANK OF AMERICA	WINSUPPLY-FITTINGS/1 OF 3	15.73
BANK OF AMERICA	WINSUPPLY-FITTINGS/2 OF 3	62.04
BANK OF AMERICA	WINSUPPLY-FITTINGS/3 OF 3	1.38
BANK OF AMERICA	PLATTE VALLEY LABS-TESTING	95.00
BANK OF AMERICA	CANVA-DIG CONTENT/SW &FOG PROG	15.00
BANK OF AMERICA	NCLABS-LAB SUPPLIES	713.03
BANK OF AMERICA	NCLABS-LAB SUPPLIES	754.70
BANK OF AMERICA	VELOCITY-ONLINE SDS/RENEWAL	1,009.63
BANK OF AMERICA	CANVA-DIG CONTENT/SW &FOG PROG	14.99
BANK OF AMERICA	GODADDY-DOMAIN RENEWAL	395.64
BANK OF AMERICA	NEFSMA-RENEW/STRAMEL	35.00

BANK OF AMERICA	GI INDEPENDENT- 2025-S-2 ATB	60.40
BANK OF AMERICA	US CELLULAR - Jetpack	35.99
BANK OF AMERICA	GODADDY - Domain Renewal	45.38
BANK OF AMERICA	Amazon-AP	201.00
BANK OF AMERICA	Amazon-Unifi AP	199.99
BANK OF AMERICA	HEARINGTEST-2026 TESTS/WATER	96.00
BANK OF AMERICA	ALL STAR - GLASS REPAIR	445.94
BANK OF AMERICA	GRAHAM - ALIGNMENT	151.19
BANK OF AMERICA	"ARNOLD - MISC PARTS, FILTERS"	2,533.74
BANK OF AMERICA	"ELLIOTT - SPRING, ROPE"	180.48
BANK OF AMERICA	1770 LKQ - SEATS	192.43
BANK OF AMERICA	CUMMINS - TUBE	199.60
BANK OF AMERICA	GARRETT - TIRES	294.56
BANK OF AMERICA	GRAHAM - TIRE DISPOSAL	28.00
BANK OF AMERICA	GRAHAM - TIRES	973.00
BANK OF AMERICA	HANSEN - SEAL KIT	100.83
BANK OF AMERICA	HANSEN - SENSOR	497.07
BANK OF AMERICA	HANSEN INTER-Credit	(546.88)
BANK OF AMERICA	MGX EQUIP SERVICES - Credit	(44.39)
BANK OF AMERICA	PLATTE VALLEY - LIGHT	595.00
BANK OF AMERICA	PUMP & PANTRY - NONETHANOL	70.01
BANK OF AMERICA	PUMP & PANTRY - NONETHANOL	150.00
BANK OF AMERICA	RUSH - EGR COOLER	2,529.23
BANK OF AMERICA	RUSH - GASKETS	21.48
BANK OF AMERICA	SQ AKRS - BLADES	79.92
BANK OF AMERICA	TRAUSCH - FITTINGS	12.99
BANK OF AMERICA	ACE - SHOP SUPPLIES	44.97
BANK OF AMERICA	AMAZON - TONER	44.99
BANK OF AMERICA	BOI - OIL	2,159.14
BEARING DISTRIBUTORS INC	FEEDER PARTS	(23.61)
BEARING DISTRIBUTORS INC	GT-1 FILTERS	(133.01)
BEARING DISTRIBUTORS INC	FEEDER PARTS	(8.58)
BEARING DISTRIBUTORS INC	GT-1 FILTERS	(48.36)
BEARING DISTRIBUTORS INC	GT-1 FILTERS	2,599.67
BEARING DISTRIBUTORS INC	FEEDER PARTS	461.45
BENJAMIN FLORES	FIELDHOUSE OFFICIAL	100.00
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	94,995.04
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	151,823.95
BORDER STATES INDUSTRIES INC	4" COUPLERS	1,232.55
BORDER STATES INDUSTRIES INC	CREDIT	(26.07)
BORDER STATES INDUSTRIES INC	IMPACT DRIVER	165.76
BORDER STATES INDUSTRIES INC	VACCUM HOSES	95.76
BORDER STATES INDUSTRIES INC	FLY ASH - PVP HMI	3,912.64
BOSELMAN ENERGY INC	INV. DIESEL FUEL - BURDICK	23,132.57
BOSELMAN ENERGY INC	INV. DIESEL FUEL - BURDICK	24,752.71
BOSELMAN ENERGY INC	FUEL	2,384.23
BOSELMAN ENERGY INC	FUEL	3,572.57

BOSSelman ENERGY INC	PROPANE	120.00
BRENNTAG NORTH AMERICA, INC.	SULFURIC ACID	7,652.24
CAPITAL BUSINESS SYSTEMS, INC	PW PLOTTER	134.93
CAPITAL BUSINESS SYSTEMS, INC	TX3000 CONTRACT	134.93
CAPITAL BUSINESS SYSTEMS, INC	CANON C3525I	253.78
CAPITAL BUSINESS SYSTEMS, INC	CANON C5250 MAINT.	0.53
CENTRAL NE HUMANE SOCIETY	MONTHLY CHARGES FOR SHELTER AND CARE SERVICES	5,285.00
CENTRAL NE INC	WHSE O. H. POOR REPAIR	160.00
CENTRAL STATES INDUSTRIAL SUPPLY INC	AQC 3 MAKE UP	4,536.54
CENTURYLINK INC	JANUARY 13 BILLING GRACE ABBOT	93.04
CENTURYLINK INC	JANUARY 13 BILLING LINCOLN PK	93.04
CENTURYLINK INC	JANUARY 13 BILLING PIER POOL	93.04
CENTURYLINK INC	DATA PHONE LINES	238.53
CHASE PAYMENTECH LLC	CREDIT CARD USER	87.86
CHRISTIAN MENDOZA AMAYA	FIELDHOUSE OFFICIAL	100.00
CHRISTIAN MENDOZA AMAYA	FIELDHOUSE OFFICIAL	260.00
CINTAS CORP	FLOOR MATS	47.21
CINTAS CORP	UNIFORMS	10.31
CINTAS CORP	UNIFORMS	10.31
CINTAS CORP	UNIFORMS	124.24
CINTAS CORP	UNIFORMS	124.24
CINTAS CORP	UNIFORMS	124.25
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	TRAFFIC MATS	27.74
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	72.97
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	341.93
CINTAS CORPORATION NO 2	MAINT OF FIRST AID SUPPLY	562.46
CINTAS CORPORATION NO 2	MAINT. OF FIRST AID SUPPLY	287.70
CINTAS CORPORATION NO 2	RESTOCK FIRST AID CABINETS	106.61
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	43.21
CITY OF GRAND ISLAND-BUILDING DEPT	MASTER PLUMBER LICENSE RENEWALL	75.00
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION JAN-26	6,250.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	28,800.35
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	467.75
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	2,312.10
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	2,750.21
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	776.66
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	1,485.61
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	133.92
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	23,046.85
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	1,455.95
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP DECEMBER 2025	8,812.99
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	1,508.45
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	7,316.86
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	5,572.93
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	324.29

CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JANUARY 2026	569.81
CITY OF GRAND ISLAND-UTILITIES	1204 WN FRONT ST - FEB 2026 RENT	800.00
CITY OF HASTINGS	S.C.A.L.E.S.2026 ANNUAL MEMBERSHIP DUES	1,000.00
CLYDE INDUSTRIES INC	SOOT BLOWER PARTS	(68.64)
CLYDE INDUSTRIES INC	SOOT BLOWER PARTS	(24.97)
CLYDE INDUSTRIES INC	SOOT BLOWER PARTS	1,341.68
COMMONSPIRIT HEALTH	DOT & POST ACCIDENT SCREENS	15.00
COMMONSPIRIT HEALTH	AMB SUP.	1,343.39
COMMONSPIRIT HEALTH	DOT & POST ACCIDENT SCREENS	42.90
COMMONSPIRIT HEALTH	DOT & POST ACCIDENT SCREENS	42.90
COMMONSPIRIT HEALTH	DOT & POST ACCIDENT SCREENS	85.80
COMMONSPIRIT HEALTH	DOT & POST ACCIDENT SCREENS	42.90
COMMONSPIRIT HEALTH	DOT & POST ACCIDENT SCREENS	42.90
CONDY HOLDINGS LLC	ORTHO - POLY LIQUID	58,166.10
CONNECTYOURCARE, INC.	HSA ADMIN FEES	964.80
CONTINENTAL FIRE SPRINKLER COMPANY	PIV VALVE INDICATOR	145.00
COOPERATIVE PRODUCERS INC	OFF ROAD FUEL - TS	638.00
COOPERATIVE PRODUCERS INC	OFF ROAD FUEL - TS	1,595.00
COOPERATIVE PRODUCERS INC	OFF ROAD FUEL FOR EQUIPMENT AT LANDFILL	3,190.00
COPERION HOLDING NORTH AMERICA, INC.	FEEDER PARTS	1,784.07
CREDIT MANAGEMENT SERVICES INC	DEC 2025 BILLING ON ACCT 27475	20.00
CREDIT MANAGEMENT SERVICES INC	DEC. 2025 BILLING ON ACCT 26822	370.27
CREDIT MANAGEMENT SERVICES INC	DEC. 2025 BILLING ON ACCT 26822	235.63
CREDIT MANAGEMENT SERVICES INC	DEC. 2025 BILLING ON ACCT 26822	235.62
CRESCENT ELECTRIC SUPPLY CO	DIMMER	89.54
CRESCENT ELECTRIC SUPPLY CO	ELEC. CONNECTIONS	112.30
CRESCENT ELECTRIC SUPPLY CO	ELECTRICAL TOOLS	253.49
CSG FORTE PAYMENTS, INC.	CS CC FEES	147.27
CSG FORTE PAYMENTS, INC.	CS CC FEES	173.58
CSG FORTE PAYMENTS, INC.	CS CC FEES	291.56
CSG FORTE PAYMENTS, INC.	CS CC FEES	292.36
CUTTING EDGE CLEANING SERVICE, INC	BLDG CLEANING SERVICE	620.00
D & A TRENCHING	INSTALL CONDUIT	1,385.00
D & A TRENCHING	INSTALL CONDUIT	7,431.00
DELL MARKETING LP	SYST. TECH COMPUTER TOWER	2,386.20
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	7,230.90
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	9,947.92
DIDDIER CASTILLO	FIELDHOUSE OFFICIAL	160.00
DYLAN ALLEN	FIELDHOUSE OFFICIAL	200.00
EAKES INC	DISENFECTANT	114.65
EAKES INC	COPIER(S) MAINT/PRINTS	295.74
EAKES INC	COPIER(S) MAINT/PRINTS	187.47
EAKES INC	CHAIR FLOOR MATS	1,387.40
EAKES INC	OFFICE SUPPLIES	17.98
EAKES INC	MOVING SERVICES	720.25
EAKES INC	PAPER, SCISSORS, STAPLER	162.01
EAKES INC	WASTE BASKET & PENS	71.13

ECHO GROUP INC.	CREDIT	(137.60)
ECHO GROUP INC.	CREDIT	(14.62)
ECHO GROUP INC.	METERING CABINET	29.03
ECHO GROUP INC.	METERING CABINET	52.40
ECHO GROUP INC.	METERING CABINET	433.33
ECHO GROUP INC.	WATER SHOP LIGHTING	36.66
ECHO GROUP INC.	WATERSHOP LIGHTING	81.26
ECHO GROUP INC.	WATERSHOP LIGHTING	137.60
ECHO GROUP INC.	WATERSHOP LIGHTING	179.43
ECOLAB INC	PEST CONTROL	75.46
ECOLAB INC	PEST CONTROL	61.53
ECOLAB INC	PEST CONTROL	181.64
ECOLAB INC	PEST CONTROL SVC	176.47
ECOLAB INC	PEST CONTROL - WF	161.25
ELECTRONIC SYSTEMS INC	ANNUAL FEE REMOTE 911 CONNECTION	420.00
ELETECH INC	ELEVATOR INSP. CONTRACT '25-'26	4,011.36
ELIZABETH K ZARRAGA	FIELDHOUSE OFFICIAL	200.00
ELIZABETH PICKENS	TRAINING - R JENSEN	485.00
EMC INSURANCE CO	WC COST FOR DECEMBER 2025	10,184.04
EMC INSURANCE CO	WC COST FOR DECEMBER 2025	67,689.90
ERICK HANSEL BERMUDEZ ORTIZ	FIELDHOUSE OFFICIAL	25.00
ERICK HANSEL BERMUDEZ ORTIZ	FIELDHOUSE OFFICIAL	75.00
FATTMERCHANT INC	CREDIT CARD MACHINE	360.00
FEDEX FREIGHT	SHIPPING CHARGE	319.79
FIRE CAM, LLC	FIRECAMS WITH MOUNT	1,839.40
FIRST DATA CORPORATION	ADDITIONAL CC FEES FOR 2025	45.57
FIRST DATA CORPORATION	ADDITIONAL CC FEES FOR 2025	29.00
FIRST DATA CORPORATION	ADDITIONAL CC FEES FOR 2025	29.00
FOX VALVE DEVELOPMENT CORPORATION	PAC EDUCTOR	(153.51)
FOX VALVE DEVELOPMENT CORPORATION	PAC EDUCTOR	(55.82)
FOX VALVE DEVELOPMENT CORPORATION	PAC EDUCTOR	3,000.33
G I TRAILER	TAIL LIGHT REPAIR	230.89
GARCIA CHICOINE ENTERPRISES INC	FIX GUARDRAIL THAT WAS DAMAGED	2,153.83
GDS ASSOCIATES INC	TRANS. PLANNER SUPPORT	1,760.00
GE STEAM POWER INC	PULVERIZER BEARING	(323.40)
GE STEAM POWER INC	RADIAL BEARING	(444.25)
GE STEAM POWER INC	TUBE SHIELD CLIPS	(195.80)
GE STEAM POWER INC	PULVERIZER BEARING	(117.60)
GE STEAM POWER INC	RADIAL BEARING	(161.55)
GE STEAM POWER INC	TUBE SHIELD CLIPS	(71.20)
GE STEAM POWER INC	PULVERIZER BEARING	6,321.00
GE STEAM POWER INC	RADIAL BEARING	8,683.16
GE STEAM POWER INC	SHIPPING	237.10
GE STEAM POWER INC	SHIPPING	241.04
GE STEAM POWER INC	SHIPPING	273.10
GE STEAM POWER INC	TUBE SHIELD CLIPS	3,827.00
GI BODY SHOP	REPAIR 828	980.50

GILMORE & BELL, A PROFESSIONAL CORPORATION
 GO PHYSICAL THERAPY, LLC
 GPM ENVIRONMENTAL SOLUTIONS LLC
 GRAINGER
 GRAINGER
 GRAND ISLAND PRINTING COMPANY INC
 GRAND ISLAND PRINTING COMPANY INC
 GRAYBAR ELECTRIC COMPANY INC
 GREATER NEBRASKA CITIES
 GUSTAVE A LARSON COMPANY
 HACH COMPANY
 HALL CO COURT
 HD SUPPLY INC
 HD SUPPLY INC
 HDR ENGINEERING INC
 HDR ENGINEERING INC
 HONEYWELL INTERNATIONAL INC
 HTR INC
 HUPP ELECTRIC MOTOR INC.
 HUPP ELECTRIC MOTOR INC.
 HUPP ELECTRIC MOTOR INC.
 HUPP ELECTRIC MOTOR INC.
 HUSKER ELECTRIC SUPPLY COMPANY
 HUSKER ELECTRIC SUPPLY COMPANY
 HUTCHESON ENGINEERING PRODUCTS INC
 HUTCHESON ENGINEERING PRODUCTS INC
 HUTCHESON ENGINEERING PRODUCTS INC
 ILLINOIS TOOL WORK
 JACKS UNIFORMS AND EQUIPMENT
 JACKS UNIFORMS AND EQUIPMENT
 JACKS UNIFORMS AND EQUIPMENT
 JAMES WALKER
 JAMES WALKER
 JAMES WALKER
 JANNEY MONTGOMERY SCOTT LLC
 JARIT REYNALDO MEJIA JR
 JENSEN ROBERT ASSOCIATES, INC.
 JERRY'S SHEETMETAL HEATING-COOLING, INC.
 JERRY'S TRANSMISSION SERVICE INC
 JK ENERGY CONSULTING LLC
 JK ENERGY CONSULTING LLC
 JONATHAN SUNDERMEIER
 KELTON KEARNS
 LEAF IT TO US TREE SERVICE LLC
 LEE BHM CORP
 LINCOLN WINWATER WORKS CO
 LYMAN-RICHEY CORPORATION

LEGAL FEES	34,790.00
PRE-EMPLOYMENT SCREENS	220.00
SERVICE CALL - VARIOUS METERS	937.00
SOCKETS - BIT SETS	162.93
REPLACEMENT FLASHLIGHTS	268.52
NAME PLATES	25.63
OFFICE SIGN	84.25
CONNECTORS	575.13
FEBRUARY DUES	1,000.00
PARTS FOR PIONEER SKID	634.50
REAGENT SILICA & PHOS.	1,602.94
COURT COSTS	191.00
CLEANERS & DISINFECTANT	375.54
TRASH CAN LINERS	26.62
CCR REPORTING - TASK 28-JAN	4,509.80
CCR REPORTS GROUNDWATER	3,089.02
BOILERS INSTALLATION HEC	493,761.00
INSTALL BOX LINER DUMP TRUCK	3,193.00
DAMPER DRIVE MOTOR	(180.20)
DAMPER DRIVE MOTOR	(65.53)
DAMPER DRIVE MOTOR	3,522.16
YR 3 PREVENT MAINT. VFD WF PUMP3	8,620.00
1/0 TRIPLEX WIRE	4,756.23
GROUND RODS	7,591.65
DOSING HEAD FOR WATER TWR.	(229.77)
DOSING HEAD FOR WATER TWR.	(83.55)
DOSING HEAD FOR WATER TWR.	4,490.92
PORTABLE VALVE OPERATOR	14,178.19
TOURNIQUET RADIO HOLDERS	476.59
UNIFORM	257.85
UNIFORM	557.95
2024-P-4 ROW & TE	500.00
2024-P-4 ROW & TE	4,040.00
2024-P-4 ROW & TE	8,910.00
MUNICIPAL ADVISORY SERVICES	18,750.00
FIELDHOUSE OFFICIAL	100.00
LOBBYIST SERVICES	3,000.00
FILTERS FOR AC/HEAT	1,233.00
CYLINDER	1,592.96
COST OF SERVICE FEE	1,638.00
WW RATE STUDY	1,638.00
FIELDHOUSE OFFICIAL	560.00
FIELDHOUSE OFFICIAL	125.00
TREE REMOVAL OF 5 TREES	4,700.00
NEWSPAPER	737.99
3/4" CURB STOP 10" LENGTH	1,031.87
READYMIX CONCRETE	1,848.00

LYMAN-RICHEY CORPORATION	3000 PSI CONCRETE	325.67
LYMAN-RICHEY CORPORATION	3500 PSI CONCRETE	660.60
MARION A TARNICK	FLOOR MATS	115.83
MATHESON TRI-GAS INC	BULK HYDROGEN	942.99
MATHESON TRI-GAS INC	MONTHLY BOTTLE RENTAL	281.79
MATHESON TRI-GAS INC	MONTHLY BOTTLE RENTAL	346.17
MATHESON TRI-GAS INC	MONTHLY GAS RENTAL	1,287.50
MAYHEW SIGNS INC	VICTIM SERVICES - NEW SIGN FOR LEC	2,713.00
MCMASTER-CARR SUPPLY COMPANY	DLN SKID PLATFORM	1,264.95
MCMASTER-CARR SUPPLY COMPANY	I-SHOP CONSUMABLES	17.97
MCMASTER-CARR SUPPLY COMPANY	I-SHOP CONSUMABLES	199.35
MCMASTER-CARR SUPPLY COMPANY	I-SHOP CONSUMABLES	580.42
MCMASTER-CARR SUPPLY COMPANY	PRESSURE GAUGES	1,080.02
MCMASTER-CARR SUPPLY COMPANY	PRESSURE GAUGES	1,133.76
MCMASTER-CARR SUPPLY COMPANY	THERMOMETERS	311.02
MCMASTER-CARR SUPPLY COMPANY	HEAD NUTS & BOLTS	876.83
MCMASTER-CARR SUPPLY COMPANY	PULSE AIR VALVE PARTS	614.71
MCMASTER-CARR SUPPLY COMPANY	DOSING PUMP CONNECTIONS	23.63
MELLEN & ASSOCIATES INC	REPAIR KITS	(38.49)
MELLEN & ASSOCIATES INC	RO UNIT	(32.56)
MELLEN & ASSOCIATES INC	REPAIR KITS	(13.99)
MELLEN & ASSOCIATES INC	RO UNIT	(11.84)
MELLEN & ASSOCIATES INC	REPAIR KITS	752.10
MELLEN & ASSOCIATES INC	RO UNIT	636.46
MICHAEL A RITTER	JANUARY JANITORIAL SERVICE	1,306.13
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	71.50
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	143.60
MIDWEST HYDRAULIC SERVICE	COUPLERS	331.72
MIDWEST PETROLEUM EQUIPMENT LLC	ANNUAL TESTING	1,595.00
MIDWEST TAPE LLC	DVD	17.24
MIDWEST TAPE LLC	PLAYAWAYS	97.58
MODESTO MEJIA PEREZ	2024-P-4 TE	940.00
MOFFITT MECHANICAL, LLC	25% DOWN PAYMENT - DECK VENTS	(462.73)
MOFFITT MECHANICAL, LLC	25% DOWN PAYMENT - DECK VENTS	(168.26)
MOFFITT MECHANICAL, LLC	25% DOWN PAYMENT - DECK VENTS	9,044.24
MONROE NEIA LLC	BOLTS	8.54
MONROE NEIA LLC	BOLTS	49.50
MONROE NEIA LLC	BOLTS	187.72
MOTOROLA SOLUTIONS INC	APX8000 PORTABLE RADIOS	278,798.52
MRL CRANE SERVICE INC	DUMP FEES	311.75
MUNICIPAL SUPPLY INC OF NE	3/4" FLARE TO PJ COUPLING	1,125.74
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER SYST. TESTING	716.90
NEBRASKALINK HOLDINGS LLC	INTERNET SERVICE FEBRUARY 2026	990.00
NEBTECH CALIBRATION INC	BACKFLOW PREVENT TEST KIT	300.30
NEMAHA SPORTS CONSTRUCTION LLC	CONSTRUCTION IMPROVEMENTS #3	415,697.40
NORTHWESTERN ENERGY	NAT GAS ST 1	551.92
NORTHWESTERN ENERGY	NATURAL GAS ST 2, JAN 26	134.59

NORTHWESTERN ENERGY	NAT GAS ST 1	367.94
NORTHWESTERN ENERGY	NATURAL GAS ST 2, JAN 26	89.72
NORTHWESTERN ENERGY	NATURAL GAS	1,609.14
NORTHWESTERN ENERGY	NATURAL GAS 11/26-12/30	899.27
NORTHWESTERN ENERGY	NATURAL GAS 12/2 - 1/2	209.98
NORTHWESTERN ENERGY	NATURAL GAS	11.15
NORTHWESTERN ENERGY	GAS BILL FOR JANUARY 2026	1,296.57
OLSSON INC	2021-P-6	23,266.64
OLSSON INC	2024-P-4	9,940.99
OLSSON INC	2026-P-1	38,131.04
OLSSON INC	2026-P-2	2,213.28
OLSSON INC	ENGINEERING SVC LEGION BASEBALL RENOVATIONS #13	14,864.27
OLSSON INC	SITE FEES @ST 3	785.00
OLSSON INC	CELL 4	4,292.97
OLSSON INC	CELL 4	720.79
OLSSON INC	2025-S-6	7,633.90
OLSSON INC	2025-S-2	1,521.00
PACE ANALYTICAL SERVICES LLC	PFAS WATER TESTING	887.00
PACE ANALYTICAL SERVICES LLC	QUARTERLY LAB TESTING	1,171.00
PATRICIA MARTINEZ SOLORIO	2024-P-4 TE	540.00
PATRICIA SOLANO	JANUARY 2026 CLEANING	1,612.50
PEABODY COALSALES LLC	CCAGI001 COAL	136,927.39
PEABODY COALSALES LLC	CCAGI001-DUST TOP	1,512.50
PETE LIEN & SONS INC	PEBBLE LIME	6,712.00
PETE LIEN & SONS INC	PEBBLE LIME	6,878.13
PETE LIEN & SONS INC	PEBBLE LIME	6,882.93
PETE LIEN & SONS INC	PEBBLE LIME	6,887.76
PETE LIEN & SONS INC	PEBBLE LIME	6,974.42
PINNACLE BANK	SW BOND	50,459.60
PINNACLE BANK	SW BOND	75,487.50
PMI NEBRASKA LLC	STORM WATER BARGE	3,830.00
POWER TECH, LLC	GENERATOR REPAIR	291.68
PUBLIC POWER GENERATION AGENCY	DEC 2025 FUEL & O&M	577,806.56
QUALITY SIGNS & DESIGNS INC	TRUCK LETTERING	120.00
RANAE EHLERS	FIELDHOUSE OFFICIAL	200.00
RANDY V SEE	FIELDHOUSE OFFICIAL	200.00
REFUND CUSTOMERS	STALE DATED PAYCHECK 8/1/25	637.61
REFUND CUSTOMERS	INCORRECT APP ROW26-000015 REPLACD BY RWI26-00003	30.00
REFUND CUSTOMERS	REFUND ROW26-000012 PERMIT NOT NEEDED	30.00
REFUND CUSTOMERS	REFUND MILLING CALL OUT FEE ON OPM25-000009 CITY	50.00
REFUND CUSTOMERS	REFUND MILLING CALL OUT FEE ON VARIOUS OPM25 PERMI	450.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	67.39
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	750.46
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	281.20
REFUND CUSTOMERS	REFUND SSS26-000007 PERMIT NOT NEEDED	70.00
REFUND CUSTOMERS	VOID SSS25-000079 APPLICANT STATED PERMIT IS NOT N	70.00
RMB CONSULTING & RESEARCH INC	MATS EMISSION DATA ANALYSIS	5,267.00

RURAL ELECTRIC SUPPLY COOPERATIVE	ARRESTER BRKT & SIDE PINS	10,438.26
SAFETY-KLEEN SYSTEMS INC	WASTE MATERIAL DISPOSAL	502.51
SAPP BROS INC	INV DIESEL FUEL - BURDICK	21,840.48
SAPP BROS INC	INV DIESEL FUEL BURDICK	21,837.94
SCHEELE-KAYTON CONSTRUCTION, LLC	ISLAND OASIS WATER PARK IMPROVEMENT PROJECT #3	43,200.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	IMPLEMENTATION FEE	3,000.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	WC CLAIMS	250.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	WC CLAIMS	250.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	WC CLAIMS	250.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	WC CLAIMS	205.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	WC CLAIMS	1,137.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	WC CLAIMS	1,579.00
SEILER INSTRUMENT & MFG CO INC	TRIMBLE MAINTENANCE	(268.02)
SEILER INSTRUMENT & MFG CO INC	TRIMBLE MAINTENANCE	(97.46)
SEILER INSTRUMENT & MFG CO INC	TRIMBLE MAINTENANCE	5,238.52
SERVI-TECH, INC	WATER SAMPLES	390.00
SOS PORTABLE TOILETS INC	BURDICK PORT. TOILETS	125.78
SOS PORTABLE TOILETS INC	PGS PORTABLE FACILITIES	125.78
STATE OF NE DIV OF COMM	DEC-2025 LONG DISTANCE CHARGES	679.14
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	MAJOR PERMIT MODIFICATION @ LANDFILL	7,500.00
STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY	GRADE 4 WATER OP CLASS	560.00
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC	TSDPS & FACILITY IMPRV	8,758.09
STERN OIL COMPANY INC	BOTTOM ASH OIL	(184.55)
STERN OIL COMPANY INC	BOTTOM ASH OIL	(87.23)
STERN OIL COMPANY INC	BOTTOM ASH OIL	(67.10)
STERN OIL COMPANY INC	BOTTOM ASH OIL	(31.72)
STERN OIL COMPANY INC	BOTTOM ASH OIL	1,704.92
STERN OIL COMPANY INC	BOTTOM ASH OIL	3,607.02
THE BABCOCK & WILCOX COMPANY	RAPPER ASSEMBLY	(503.02)
THE BABCOCK & WILCOX COMPANY	RAPPER ASSEMBLY	(182.92)
THE BABCOCK & WILCOX COMPANY	RAPPER ASSEMBLY	9,831.78
THE WALDINGER CORPORATION	LEAK - REPAIR CHILLER SVC	2,865.31
TK ELEVATOR CORPORATION	ELEVATOR TESTING	1,558.00
TREVOR CUMPSTON	FIELDHOUSE OFFICIAL	50.00
TRIDENT - TRI CITY DRUG ENFORCEMENT TEAM	PE/ PI	900.00
UNION BANK & TRUST COMPANY	MISSED ER CONTRIBUTIONS FROM JUNE 2025 PAYCHECK	5,456.10
UNION BANK & TRUST COMPANY	MISSED ER CONTRIBUTIONS FROM JUNE 2025 PAYCHECK	4,435.31
UNITED CONVEYOR CORPORATION	FLY ASH LEVEL SEPARATOR	641.23
VERIZON WIRELESS	PHONE BILL	12.73
VERMEER EQUIPMENT OF NEBRASKA INC	REPAIR VERMEER VAC-ALL	1,451.71
VESTIS GROUP, INC	RUGS & SHOP RAGS	431.19
WATER ENGINEERING INC	PGS COOLING TWR CHEMICALS	22,357.31
WEATHERCRAFT CO OF GRAND ISLAND	INSTALL ROOF CURBS	5,685.00
WEATHERCRAFT CO OF GRAND ISLAND	ROOF REPAIR AFTER FIRE	4,693.00
WESCO DISTRIBUTION INC	#12 THHN WIRE	5,160.00
WESCO DISTRIBUTION INC	CONNECTORS	1,472.75
WESTERN AREA POWER ADMINISTRATION	WAPA JAN 2026	82,158.80

WESTERN FUELS ASSOCIATION INC	FUEL SERVICE FEES - FEB	1,250.00
WHITE CAP, L.P	TOOL REPAIR	48.37
WHITE CAP, L.P	SAFETY SWEATSHIRTS	103.67
WHITMAN, REQUARDT AND ASSOCIATES, LLP	WHITMAN INDEX CONSTRUCTION COST	175.00
ZORO TOOLS INC	DRILL	62.02
ZORO TOOLS INC	RATCHET STRAPS	50.47
ZORO TOOLS INC	TOOLS I-SHOP	45.14
ZORO TOOLS INC	ROGERS/ BURDICK - UPS	2,173.62
	TOTAL	<u><u>\$ 3,624,044.82</u></u>



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.c.

Subject: #2026-25 - Approving Interlocal Cooperation Agreement between the City of Grand Island and the Nebraska State Fair for 2026

Staff Contact: Spencer Schubert

BACKGROUND: If the City of Grand Island participates in this agreement with the Nebraska State Fair, the City will be granted one sponsored day at the 2026 Nebraska State Fair. The day being offered in the interlocal agreement is the first Sunday of the fair. If approved, the day will continue to be titled "Welcome to Grand Island Day." On that specific day at the fair, city staff as well as city partners would be able to greet fairgoers at the front entrance while also being provided a variety of marketing materials including logo branding and public address announcements at the fair on the day of the sponsorship. The Nebraska State Fair will also provide an agreed upon location on the Nebraska State Fairgrounds that will allow the "Family Fun Zone" to be in the backdrop of a custom photo booth frame provided by the city. This interlocal also documents the coordination of providing law enforcement support to the marathon in exchange for these promotional opportunities.

DISCUSSION: This Interlocal Agreement would not only allow the City to promote itself to thousands of fairgoers over the 11-day stretch. This Interlocal Agreement would authorize the City of Grand Island to enter into the agreement and begin the process of promoting its properties at the annual showcase in late August. It would also provide for routine law enforcement assistance at the 2026 Nebraska State Fair Marathon and would account for procedures should overtime expenses be incurred.

FISCAL IMPACT: No fiscal impact.

ALTERNATIVES: Move to Approve Resolution authorizing entering into an Interlocal Agreement with the Nebraska State Fair.
Move to Deny Resolution.

RECOMMENDATION: City Administration recommends entering into this Interlocal Cooperation Agreement to continue its growing partnership with the Nebraska State Fair that helps serve both entities' interests mutually.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Agreement
2. Resolution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRAND ISLAND & THE NEBRASKA STATE FAIR BOARD REGARDING MARKETING AND PROMOTIONS

THIS AGREEMENT is made and entered into on this ____ day of ____ 2026, by and between the City of Grand Island (“City”) and the Nebraska State Fair Board (“State Fair”) to facilitate cooperation in regards to marketing and promotion of the City of Grand Island and the Nebraska State Fair

WHEREAS, the parties hereto are governmental units and political subdivisions of the State of Nebraska, and are public agencies for the purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. as amended; and

WHEREAS, the Interlocal Cooperation Act permits two or more public agencies to enter into agreements with one another, for the mutual benefit of the parties, to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Neb. Rev. Stat. §2-101et. seq. bestowed upon the Nebraska State Fair Board the authority to coordinate with the City of Grand Island in the performance of its pursuit of its legislatively designated mission. The legislature further declared it to be in the public interest that the management of the Nebraska State Fair be based upon a dynamic public-private partnership that includes the active participation of local government and charged the Nebraska State Fair board with endeavoring to work with municipal officials to create a partnership with local economic development; and,

WHEREAS, the City of Grand Island, pursuant to the legislative findings set forth above and its authorities under Neb. Rev. Stat. §13-315 may expend annually for purposes to include advertising the various agricultural, horticultural, manufacturing, commercial, and other resources of the City and can expend said funds directly or by and through other organizations for the same purposes; and,

WHEREAS, the Nebraska State Fair Board hosts the annual Nebraska State Fair Marathon (“Marathon”) which requires the safe utilization of roads and property beyond those controlled by the State Fair; and,

WHEREAS, the Grand Island Police Department will incur additional expenses, to facilitate the requests of the State Fair for increased law enforcement presence during the Marathon; and,

WHEREAS, the City of Grand Island desires to exchange the publicity services of its specialized communications staff in exchange for the publicity opportunities available at the Nebraska State Fair; and

WHEREAS, the State Fair wishes to exchange additional publicity opportunities, specifically by and through facilitating “Welcome to Grand Island Day” to be held on Sunday, August 30, 2026 (hereinafter “Welcome Day”) in lieu of direct payment of non-overtime law enforcement expenses for the marathon; and,

WEHREAS, the parties agree that an exchange of resources and services between the parties will help facilitate cooperation and efficient leveraging of resources for both parties.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. TERM PERIOD. This Agreement shall commence upon execution and shall cover the 2026 Nebraska State Fair, unless earlier terminated as provided herein.
2. EARLY TERMINATION. This Agreement may be terminated prior to the expiration of its term by either party for convenience upon not less than ninety (90) days written notice to the other party. In addition, either party may terminate this Agreement immediately upon written notice in the event of a material breach by the other party, provided that the breaching party has failed to cure such breach within thirty (30) days after receipt of written notice specifying the nature of the breach.
3. ORGANIZATION. No separate legal or administrative entity is hereby created.
4. PURPOSE. The purpose of this Agreement is to allow the parties to exchange resources and services to facilitate cooperative marketing of the State Fair and the City of Grand Island and the provision of non-overtime law enforcement services during the Nebraska State Fair Marathon.
5. COSTS. Each party will bear the costs of their own contributions and shall be responsible for all expenses and obligations incurred. This will include the costs of all employees, insurance, and other tangible and intangible expenses except as specifically delineated herein.
6. PROPERTY. Each party shall be responsible for providing the physical property required to execute their portion of this agreement. No joint property shall be acquired or maintained as part of this agreement.

7. CITY OBLIGATIONS

- a. The City will provide up to 20 feather flags to be placed along State Fair Blvd on Welcome Day (Sunday, August 30, 2026) .
- b. The City will provide any items they desire to give out to greeted guests on Welcome Day.
- c. The City will provide State Fair staff with City logos, graphics, or other marketing materials for their inclusion on day sheets on Welcome Day.
- d. The City will provide promotional media productions including marathon promotions and GITV advertisement from May through September.
 - i. The City and State Fair will work together to define the primary content of these promotions; the City will produce the media wrap in a method and manner consistent with the skills and abilities of City staff in consultation with the State Fair.
- e. The City will provide officers from the Grand Island Police Department to assist traffic control and security efforts starting 30 minutes prior to the commencement of the State Fair Marathon on August 29, 2026 and ending 30 minutes after the conclusion of the Marathon. *Except that* in the event overtime is accrued, State Fair shall be responsible for the payment of gross overtime expenses.
- f. The City will determine, at its sole discretion, the staffing levels, skills, and abilities of any assigned employees and makes no guarantee of available employees or their rates of pay. The City agrees to take reasonable efforts to avoid the use of overtime staffing, but the Parties understand that law enforcement staffing needs can be unpredictable.
- g. The City will facilitate participation in the parade on Sunday, August 30th for any City designees participating for the purpose of promoting the City of Grand Island.
- h. The City acknowledges and agrees to comply with the State Fair's restrictions requiring that only State Fair approved products, food, or prizes may be given away on grounds. The City does not intend to provide food product sampling.
- i. The City understands that it is responsible for obtaining any permits that may be required by law.

8. STATE FAIR BOARD OBLIGATIONS

- a. The State Fair will place and maintain up to 20 feather flags provided by the City along State Fair Blvd on Welcome Day.
- b. The State Fair will designate Sunday, August 30th as Welcome Day
- c. The State Fair will permit City designees to greet guests on August 30th , will permit designees to pass out day sheets or other items to greeted guests, and will provide compensated admission for any City designees performing work under this Agreement on August 30th.

- d. The State Fair will provide additional compensated admission passes to the City to use in furtherance of this Interlocal Agreement.
- e. The State Fair will include the City's logo or other recognition graphics on the day sheets handed to guests on Welcome to Grand Island Day and on the State Fair's website.
- f. The State Fair will provide other special recognition for the City on Welcome to Grand Island Day to include recognition on PA announcements, social media "shoutout" materials, use of City graphics at the main gate, poster-sized day sheets on 4ftX8ft frames throughout the fairgrounds, and City logo displayed on various digital screens throughout the fairgrounds.
- g. The State Fair will allow interested city officials or departments to participate in the parade on Sunday August 30th for the sole purpose of promoting the City of Grand Island, so long as State Fair has received notice by June 29th of the City's desired participation; except that no candidate for City office may appear in the parade as a candidate.
- h. The State Fair will assist the City in securing any necessary media releases for individuals or entities appearing in the requested media or promotional materials.
- i. The State Fair will provide an agreed upon location on the Nebraska State Fairgrounds that will allow the Family Fun Zone to be in the backdrop of a custom photo booth frame provided by the city for the duration of the fair.
- j. The State Fair will reimburse the City of Grand Island for any gross overtime expenses incurred by the City of Grand Island in relation to services rendered for the Marathon as noted in Section 6(e). Said reimbursement will be made within thirty (30) days of receiving written invoice from the City.

Dated this ____ day of _____, 2026.

CITY OF GRAND ISLAND, NEBRASKA

By:_____

Roger Steele, Mayor

Attest:

Jill Granere, City Clerk

Dated this ____ day of _____, 2026.

Nebraska State Fair Board

By:_____

Jaime Parr, Executive Director

R E S O L U T I O N 2026-25

WHEREAS, the Nebraska State Fair Board and City of Grand Island wish to participate cooperatively in an effort to market the City of Grand Island, by and through the opportunities available during the 2026 Nebraska State Fair; and,

WHEREAS, the Nebraska State Fair Board and the City of Grand Island wish to participate cooperatively in efforts to provide law enforcement services during the Nebraska State Fair Marathon; and,

WHEREAS, the Parties agree that this cooperation is most effectively performed through providing cooperative in-kind services and resources; and,

WHEREAS, the Parties have reduced their cooperation to an Interlocal Cooperation Agreement provided to Council on this date and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the proposed Interlocal Agreement for the Nebraska State Fair Board and to take all other actions necessary to effect the purpose of this resolution.

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.d.

Subject: #2026-26 - Approving Single Source Provider designation for CEI Security & Sound (CEI) for security camera installation for the Grand Island Police Department at the new West Substation (Heartland Ag Building).

Staff Contact: Chief Kevin Denney

BACKGROUND: The Police Department needs to install security cameras at the new West GIPD Substation. These security cameras will cover the entire exterior of the building including the area of the building and parking lot used by Waste Water Department. These new cameras need to tie into the current Avigilon Security System at the Law Enforcement Center (LEC).

The current camera system at LEC is installed and serviced by CEI. CEI also recently installed systems at the City Library after a Request for Bid was sought and awarded to CEI. Also CEI was the vendor preferred for emergency installation at the City Hall in 2024.

DISCUSSION: The Police Department has been working with the Waster Water Department on the the purchase and moving into the old Heartland Ag building. As part of this initial building project, CEI is installing the key fob access control for the building which will tie into the current system at the LEC. The initial project bid did not include external security cameras on the building and parking lots. We are asking for CEI to be designated as a sole source provider for the security camera installation at this building which will be occupied by PD and Waste Water Department, protecting property and staff.

The security camera system will need to tie into the current Avigilon camera system in place at the Law Enforcement Center which is serviced by CEI and City IT department. This camera system would also tie into recently installed camera systems at City Hall and City Library, installed by CEI, giving GIPD Officers access to see cameras at these off site locations in real time. This provides an added layer of security based on permissions given by City IT.

CEI has been a trusted partner for the City dating back over 20 years. They are based out of Hastings, NE and have technicians in and around Grand Island daily making service appointments very timely and affordable.

At this time we request CEI Security & Sound be designated as a single source provider for security camera purchase and installation for the Police Department at the West Sub Station (Heartland Ag building).

FISCAL IMPACT: The cost of this project is quoted at \$19,318.00 and will be paid out of approved Capital Expenditure project coming out 41022301-85615.

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

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

RECOMMENDATION: City Administration recommends that Council pass a resolution designating CEI Security & Sound as a single source provider for security cameras for the Police Department at the West Sub Station building.

SAMPLE MOTION: Move to Approve as recommended.

ATTACHMENTS:

1. Request for Singe Source for CEI
2. Quote
3. Resolution

Dean Elliott
Division Chief
Grand Island Police
deane@ginepolice.gov 385-5400 ext 2213

12/22/2025

Patrick Brown
City Administrator
Admin
City of Grand Island
100 E. 1st St.

Subject: Approval of Single Source Vendor Request for Key FOB System Installation along with Camera Purchase & Installation.

Dear Patrick,

I am writing to request CEI Security be listed as single source vendor for the Police Department. We have security 6 cameras we need to install at the new West building (old Heartland AG building) project between Public Works and the Police. These external cameras are necessary for staff safety and security at the site. We are currently installing one camera on the Impound Building as part of the upgrades to this site and are looking at additional cameras to further cover the Northside lot. We also have several cameras at the Law Enforcement Center that need to be replaced with some being cameras originally installed when the building was built.

I understand the importance of maintaining security protocols for these three buildings and secure areas along with functionality of having the same system in place for all buildings.

This would be a single source vendor request through CEI Security. This would connect our camera systems all back at the Law Enforcement Center and would also connect to City Hall. CEI also does work for City Hall, the Library and other departments. It would make sense for connection purposes.

The amount of the current request for the West Substation is \$19,318 and would be a necessary step in protecting this new city building, its staff and equipment stored at this location. We are currently working with CEI on a camera at the Impound at a cost of \$4,220.25 (PO#00040690) and we are working on upgrading the building to having Key FOB access to the building and the new rolling gate at cost of \$8,780.00 (PO#00040671). We also obtained a quote to replace some of the cameras at the Law Enforcement Center in the amount of \$31,291.00. CEI Security is also installing the

Key FOB system for the new West Substation doors and gates, as part of the purchase agreement with Chief and Public Works. Again, all these cameras and key FOBs would tie into the same operating system we are using the Law Enforcement Center.

These reasons are why we would like to have CEI Security listed as a Single Source Vendor for the Police Department. Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,

Dean Elliott



Chief Construction
PO Box 2078
Grand Island, NE 68802

Proposal

Date	Estimate No.
10/22/2025	3537

Description	Qty	Rate	Total
Heartland AG Building - 6 Cameras			
Alta 24C-H5A-3MH-30 270 degree 30 days	2	2,240.00	4,480.00
Avigilon H5AMH-AD-PEND1 Pendent Adapter for a Multi-sensor camera	2	183.00	366.00
Avigilon H5AMH-DO-COVR1 Cover for a Multi-sensor camera	2	183.00	366.00
Avigilon WLMT-1001 Wall Mount for large pendant camera	2	111.00	222.00
Avigilon CRNMT-1001 Corner Mount for pendant wall mount	2	133.00	266.00
Alta 5.0C-H6SL-BO1-IR-30	4	1,026.00	4,104.00
Avigilon AVA Aware License 5 year	6	627.00	3,762.00
CAT6- Plenum Cable	1,600	0.48	768.00
Netgear GS116PP switch with Poe+, 183W	1	359.00	359.00
POE Extender	2	175.00	350.00
Installation materials	1	25.00	25.00
Installation	1	4,250.00	4,250.00
This is for 2 270 cameras on the NW and NE corners, 2 bullet cameras on SW and SE corners, and 2 bullet cameras at the gates.			

Upon Acceptance of this proposal,
50% is due, unless other
arrangements have been made.
Upon receipt of payment, work will
then be scheduled.
We appreciate your business!

Accepted by: _____
Date: _____

kevin@ceisecurityandsound.com
phone/fax 402-463-7330

Subtotal \$19,318.00

Sales Tax (0.0%) \$0.00

Total \$19,318.00

This proposal is valid for
14 days unless otherwise
noted.

R E S O L U T I O N 2026-26

WHEREAS, the City approved prior purchases of equipment, installation by, and service work done by CEI Security & Sound at the Law Enforcement Center for several years; and

WHEREAS, the City has used the services of CEI Security & Sound for over 20 years, most recently with cameras and key FOB access control at City Hall and at the City Library; and

WHEREAS, the Grand Island Police Department needs to install several security cameras at the PD West Substation (Heartland Ag Building) which would tie into the current camera and access control system in place at the Police Department; and

WHEREAS, the Grand Island Police Department wishes to designate CEI Security & Sound as a single source provider for the police department for this camera installation project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to designate CEI Security & Sound as a single source provider for the Grand Island Police Department for security camera purchase and installation at the PD West Substation, an off-site location.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.e.

Subject: #2026-27 - Bid Award to Gregg Young Chevrolet of Omaha, NE for the purchase of two (2) - 2026 Chevrolet Tahoe Police Pursuit 4WD vehicles.

Staff Contact: Chief Kevin Denney

BACKGROUND: On January 7, 2026, a bid request was published for the PD seeking bids to purchase two (2) - 2026 Chevrolet Tahoe Police Pursuit 4WD vehicles. The closing date was January 22, 2026, and only one bidder submitted a bid. Gregg Young Chevrolet out of Omaha was the sole bidder at a price of \$109,700.00 both both vehicles. The Police Department has budget authority to purchase these vehicles out of the 2026 budget.

DISCUSSION: The Police Department is needing to purchase two (2) - 2026 Chevrolet Tahoe Police Pursuit 4WD vehicles as part of our fleet. One will be assigned as a patrol supervisor vehicle to replace a Ford Expedition that was totaled in an accident and the other will be used for third K9 Vehicle to replace and aging out Ford Explorer. A bid request was published on January 7, 2026, and we received only one bid from Gregg Young Chevrolet out of Omaha, NE. The bid amount of \$109,700.00 is for both vehicles. PD has budget authority to purchase these vehicles in the 2026 budget year.

Staff recommends accepting the single bid from Gregg Young Chevrolet of Omaha, NE for the purchase of the vehicles.

FISCAL IMPACT: Two (2) - 2026 Chevrolet Tahoe Police Pursuit 4WD vehicles at a cost of \$109,700.00 has been budgeted in the 2026 fiscal year and will be paid out of 41022301-85625.

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

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

RECOMMENDATION: City Administration recommends that Council pass a resolution to accept the bid from Gregg Young Chevrolet and purchase the two (2) - 2026 Chevrolet Tahoe Police Pursuit 4WD vehicles.

SAMPLE MOTION: Move to Approve the bid from Gregg Young Chevrolet in the amount of \$109,700.00.

ATTACHMENTS:

1. Signed Bid Return
2. Bid Quote
3. Resolution



Bid Specification Package

FOR

Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD

Bid Opening

Monday, January 5, 2026 @ 2:00 p.m.

City of Grand Island, City Hall

100 East 1st Street

Grand Island, NE 68801

**POLICE DEPARTMENT
GRAND ISLAND, NEBRASKA**

January 2026

ADVERTISEMENT TO BIDDERS
FOR
Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD
FOR
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be received at the office of the City Clerk, 100 E First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska, 68802 until 2:00 p.m. (Local Time), Thursday, January 22, 2026 for **Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD** for the City of Grand Island. Bids will be publicly opened in the Grand Island City Clerk's office located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Bids shall be submitted on forms which will be furnished by the City OR bid documents, plans, and specifications for use in preparing quotes may be downloaded from the Quest CDN website, www.QuestCDN.com for a forty-two (\$42) dollar fee. Bids must be uploaded to the Quest CDN website and received before the specified time to be considered.

Please return one original and one copy of each quote sheet.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements and shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, availability, and timeliness of delivery of the particular items for the specific use intended.

The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

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

No bidder may withdraw their bid for a period of sixty (60) days after date of opening such.

TITLE VI. The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC. The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Jill Granere
City Clerk

**CITY OF GRAND ISLAND
BID REQUEST INSTRUCTIONS**

The City of Grand Island, Nebraska
Police Department
Respectively requests sealed bids for the following:

Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD

As part of the Bid Request, the following items are attached:

- Advertisement to Bidders
- Bid Instructions
- Specifications
- Bid Sheet

Sealed bids must be received by 2:00 p.m. (Local Time) Thursday, January 22, 2026 and either be uploaded to the Quest CDN website or be addressed to:

City Clerk
City of Grand Island
RE: Grand Island Police Pistol Replacement
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Bids must include the following:

- ☒ One (1) original, completed bid sheet
- ☒ One (1) copy of completed bid sheet
- ☒ Envelope containing the above, clearly marked as the bid for **Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD**

All information required in specifications must be included with the bid.

Supplementary material that the bidder wishes to include will be appreciated, but is not required.

Please return one (1) original and one (1) copy of each bid sheet.

Please direct bid questions to:

Patrick Brown, City Administrator 308-389-0104 or patrickb@grand-island.com

BIDDER CHECKLIST FOR

Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD CITY OF GRAND ISLAND, NEBRASKA

Bids must be received by the City Clerk before 2:00 p.m., (local time) on Thursday, January 22, 2026.

The following items must be completed for your bid to be considered.

- ☒ This completed bidder checklist form.
- ☒ Signed **original and one copy** of the bidding documents.
- ☒ Acknowledgment of Addendum(s), if any.
- ☒ Firm unit pricing; or lump sum pricing as applicable. (See bid Form)
- ☐ A certified check, cashiers check or bid bond in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents/ Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
- ☒ Acknowledgement of **PERFORMANCE BOND** requirement on award of the Contract. The successful Contractor shall furnish a Performance Bond which shall be in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, and payment of all labor, material and other bills incurred in carrying out this contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.
- ☒ Acknowledgement of **PAYMENT BOND** requirement on award of the contract. The successful contractor shall furnish a Payment Bond which shall be in an amount equal to the full contract price, guaranteeing protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.
- ☐ *If checked, you will be claiming the individual pricing as listed on the Bid Form is proprietary information and should not be released under a public records request. The total amount off the bid is not considered proprietary information and will be released pursuant to City procurement Code.*

Gregg Young Chevrolet
Bidder Company Name

1-6-26
Date

Pamela Kulhanek
Print – Name of Person Completing Bid

[Signature]
Signature

CITY OF GRAND ISLAND
GENERAL SPECIFICATIONS
FOR
Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD

Sealed bids will be received at the office of the City Clerk, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska 68802 until 2:00 p.m. (local time) Thursday, January 22, 2026 for **Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD** as specified in these bidding documents, FOB Grand Island, NE.

Exceptions to Specifications. Any Bidder who has exceptions to any specifications and requirements listed in the bidding documents must state in the space provided on the bid sheet. Reference exception by using the specification item number where applicable. Attach an additional sheet if necessary. It is the Bidder's responsibility to clearly outline any exceptions. Do not make blanket references to brochures for exceptions. Failure by Bidder to outline exceptions will require the successful Bidder to comply with the specifications as written.

Payment. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the material to confirm compliance with specifications. Any material, which does not meet the City's requirements, will be returned at bidder's expense for correction. Approved invoices will be paid after approval at the next Council Meeting by the City Council after receipt of invoice. City Council typically meets the second and fourth Tuesday of the month.

Fair Employment Practices. Each Bidder agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, national origin, handicap, sex or political affiliation.

Data Privacy. Bidder agrees to abide by all applicable Local, State, and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents, and patent rights. The Bidder agrees to hold the City harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

Independent Price Determination. By signing and submitting bid, the Bidder certifies that: the prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any

other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Clarification of Specification Documents. Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error, which they may discover upon examination of the specifications. Interpretations, corrections and changes made to the specifications will be made by written addenda only. Oral interpretations or changes to the specifications made in any other manner will not be binding on the City and Bidders shall not rely upon such interpretations or changes.

Purchasing Agent
308-385-5420

Demonstrations/Samples. If requested, the Bidder shall, at Bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

Bid Evaluation and Award. No bid shall be withdrawn for a period of sixty (60) days after bid opening. The City reserves the right to reject any and all bids, to waive technicalities and to accept the bid considered by the Purchaser to be in the City's best interest. The bid will be evaluated based on the following:

- Technical and Operational Factors
- Delivery Schedule, Installation, and Workmanship
- Bid Price - Cost
- Warranty, Maintenance, and After-Sales Support
- Vendor Credentials and Experience
- Compliance and Legal Requirements

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

Title VI. The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit

bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Section 504/ ADA Notice to the Public. The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Qualifications and Terms. The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFB. The City reserves the right to reject any or all bids.

LB 403. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Insurance Requirements. The Bidder shall comply with the attached "Insurance Requirements".

Request for Interpretation. If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the contract documents, a written request for an interpretation thereof may be submitted to the City. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. Any addenda shall be signed and submitted with the bid and upon closing shall become a part of the Contract. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

Certificate of Authority. In accordance with the laws of the State of Nebraska, when a nonresident contractor enters into agreement with the City to provide such services as outlined in these specifications, the contractor shall secure a Certificate of Authority to transact business within the State of Nebraska. A Certified copy of such Certificate of Authority shall be provided by this contractor to the City prior to performing any work under this Contract.

Ban on Ex Parte Communications. Please be advised that engaging in communication with any representative or employee of the City about this request except through the manner set forth in this notice may disqualify your response from consideration.

City Administrator
308-389-0140

100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD
CITY OF GRAND ISLAND, NEBRASKA

DETAILED SPECIFICATIONS

SCOPE. The City of Grand Island Police Department is soliciting Bids for two (2) – 2026 Chevrolet Tahoe Police Pursuit 4WD black in color.

DESCRIPTION. The Grand Island Police Department (GIPD) needs to purchase two (2) – 2026 Chevrolet Tahoe Police Pursuit 4WD, black in color. The Nebraska State Contract is incorrect, and vendors are unable to provide these vehicles due to availability or price listed.

REQUIREMENTS.

Two (2) – 2026 Chevrolet Tahoe Police Pursuit 4WD

- **5.3L V8 Engine**
- **Black in color**
- **Seats 40/20 split or Center Console Delete**
- **Cloth seats in front with choice of cloth or vinyl in backseat**
- **Remote Start and Keyless Entry**
- **Running Boards**
- **(6) Key Fobs (Programmed)**
- **Tinted Glass/Solar absorbing glass**
- **Spotlight Left-Hand Side**
- **Wiring, Aux Speaker**
- **Radio Suppression**
- **Wiring, Horn & Siren**
- **Delete Daylight Headlights**
- **Wiring Harness (6J3) Grille Lamps & Siren (for upfitters)**

BID EVALUATION. The Bid will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

Technical and Operational Factors

- | | |
|---|------------|
| • Delivery Schedule, Installation, and Workmanship | 25% |
| • Bid Price – Cost | 40% |
| • Warranty, Maintenance, and After-Sales Support | 20% |
| • Vendor Credentials and Experience | 10% |
| • Compliance and Legal Requirements | 5% |

QUALIFICATIONS. Vendor will have a proven track record with similar projects and ability to acquire the vehicles requested.

BID INFORMATION. Bid requests will be for the described vehicle along with the additions and deletions noted above and as was previously spelled out in Nebraska State Contract.

REFERENCES. A list of recent previous projects of similar scope and reference contacts shall be furnished with the bid.

CODES AND STANDARDS. Equipment and installation shall conform to all applicable codes and standards.

SCHEDULE. The vendor will provide timely updates on vehicle availability and when vehicles will be delivered. Vehicles to be delivered on or before March 31st, 2026.

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

(All bids must be submitted on this form)

Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD

BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

THE undersigned Bidder, having examined the specifications and other proposed bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, HEREBY proposes to provide FOB the City of Grand Island, freight prepaid, **Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD** at the following price for the term beginning January 5, 2026 through April 30, 2026 with the option to extend...

ITEM DESCRIPTION

EXTENDED COST

Base Bid:	\$	109,700. ⁰⁰
Materials	\$	0
Labor	\$	0
Applicable Sales Tax*	\$	0
Total Base Bid	\$	109,700. ⁰⁰

☐ **Exceptions Noted** – Bidder acknowledges there are Exceptions and/or Clarifications noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included in the bid.

*Attached are the Sales Tax Exemption Form 13 and Delegation of Authority for Sales and Use Tax Form 17 and their instructions.

Gregg Young Chevrolet 1-6-26
Bidder Company Name Date

17750 Burt Street Omaha, Ne 68118
Company Address City State Zip

Pamela Kulhanek [Signature]
Print Name of Person Completing Bid Signature

Pamela.Kulhanek@gyautogroup.com 402-301-7044
Email Telephone No.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be

released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

Taxes: The City of Grand Island is exempt from paying local City and State Sales Tax for materials incorporated into the work. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

The City reserves the right to reject any bid section(s) submitted by the successful bidder. In submitting the bid, it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn by the bidder until after thirty (30) days from bid opening.

Insurance: Bidder acknowledges that their bid includes compliance with the attached insurance requirements.

End of Bid Data Form

Sample Contract Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between Gregg Young Chevrolet, hereinafter called the Consultant, and the *City of Grand Island, Nebraska*, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of *Request for Bids for Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD for the City of Grand Island Police Department*, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the *Request for Bids* with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

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

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached *Request for Bids for Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD for the City of Grand Island Police Department* and in the attached *Request for Bids* as submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of one hundred + nine thousand + seven hundred and xx/100 Dollars (\$109,700.00) for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

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

Grand Island Police – 2026 Chevrolet Tahoe Police Pursuit 4WD for the City of Grand Island Police Department.

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its sub-consultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE X. INDEMNIFICATION: Bidder does hereby covenant and agree to indemnify, defend and hold harmless the City of Grand Island, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of City or its employees or agents.

City is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the foregoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facilities shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless City and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facilities are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

ARTICLE XI. FEDERAL FUNDING CONFLICT OF INTEREST:

(a)

(1) The contractor, subcontractor, employee, or consultant has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (see FAR subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information—A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules—A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity—A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

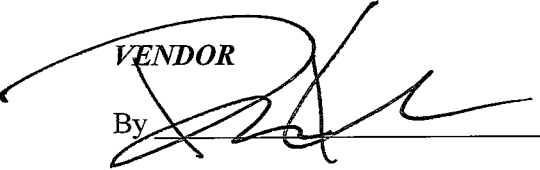
(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

VENDOR

By 

Title

Fleet Director

CITY OF GRAND ISLAND, NEBRASKA,

By

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

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

Kari Fisk, City Attorney

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 519017

KNOW ALL MEN BY THESE PRESENTS, that we Gregg Young Chevrolet, Inc.

17750 Burt Street, Omaha, NE 68118

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Grand Island Police Department

100 East 1st Street Grand Island, NE 68801

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Grand Island Police-2026 Chevrolet Tahoe Police Pursuit 4WD

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 15th day of January 2026 XXX

Gregg Young Chevrolet, Inc.

Amanda Cameril
(Witness)

[Signature]
(Principal) (Seal)
President
(Title)

Shannon Klein
(Witness)
Shannon Klein

Merchants Bonding Company (Mutual)
(Surety) (Seal)
Creighton Clewis
(Title)
Creighton Clewis Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 519017

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Creighton Clewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of January, 2026.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

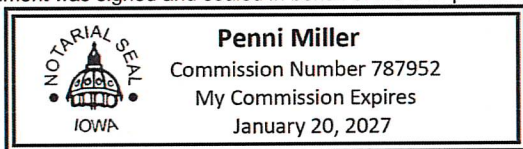
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of January, 2026.



Elisabeth Sandersfeld

Secretary

POA 0018 (5/25)



January 6, 2026

Dear City of Grand Island,

Thank you for considering Gregg Young for your 2026 Chevrolet Tahoe PPV purchase. I have quoted pricing below for your review. **Please submit your purchase order upon acceptance of this proposal submitted to the City of Grand Island RFP.**

2026 Chevrolet BLACK Tahoe Police 4WD **\$ 53,250.00 Base Price EACH**

Package/Price includes:

Cloth seats 40/20/40 split -bench, full feature front seats

Cloth back seats

Remote Start and Keyless Entry

Running Boards

(6) Key Fobs (Programmed)

Tinted Glass/Solar absorbing glass

Spotlight Left-Hand Side \$ 1,100.00

Wiring, Aux Speaker \$ 125.00

Radio Suppression \$ 100.00

Wiring, Horn & Siren \$ 100.00

Delete Daylight Headlights \$ 75.00

Wiring Harness (6J3) Grille Lamps & Siren (for upfitters) \$ 100.00

TOTAL WITH OPTIONS \$ 54,850.00 EACH TAHOE PPV

Total with ordering (2) two Tahoe PPV's \$109,700.00

*****Additional options available with pricing provided upon request.**

Thank you and please let me know if you have further questions.

Pamela Kulhanek

Commercial and Government Fleet Director

Cell: 402-301-7044 Email: Pamela.Kulhanek@gyautogroup.com



Warranty 2026 General Motors Fleet

LIMITED WARRANTY INFORMATION

Transferable Powertrain Limited Warranty	Qualified Fleet Customers ¹ /Diesel Engine/TurboMax Engine: 5 years/100,000 miles ² Retail Customers: 5 years/60,000 miles ²
Bumper-to-Bumper Limited Warranty with No Deductible	3 years/36,000 miles ²

ELECTRIC/HYBRID VEHICLE LIMITED WARRANTY

Propulsion Battery Pack (and internal components) ³	8 years/100,000 miles ²
Hybrid Vehicle Limited Warranty (Chevrolet only)	Propulsion Battery Pack (and internal components) ³ : 8 years/100,000 miles ²

LOW CAB FORWARD LIMITED WARRANTY (CHEVROLET ONLY)

Transferable Powertrain Limited Warranty	Qualified Fleet Customers ¹ : 5 years/100,000 miles ² Retail Customers: 5 years/75,000 miles ² Diesel Engine: 3 years/unlimited miles ²
Bumper-to-Bumper Limited Warranty	Gas Engine-Powered Units: 3 years/36,000 miles ² Diesel Engine-Powered Units: 3 years/unlimited miles ²
Frame Rails and Cross Members Limited Warranty	Gas Engine-Powered Units: 100% parts and labor for 3 years/36,000 miles ² , then 50% parts and labor for up to 5 years/unlimited miles ² Diesel Engine-Powered Units: 100% parts and labor for 3 years/unlimited miles ² , then 50% parts and labor for up to 5 years/unlimited miles ²

FEE \$400.00

2026

NO. DL-00072

STATE OF NEBRASKA
MOTOR VEHICLE INDUSTRY LICENSING BOARD

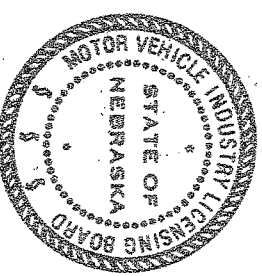
MOTOR VEHICLE/TRAILER DEALER

LICENSE

JOSHUA L. ECKMEIER, EXECUTIVE DIRECTOR
OF THE NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD
DO HEREBY CERTIFY THAT

GREGG YOUNG CHEVROLET INC
PRINCIPAL PLACE OF BUSINESS:
17750 BURR ST
OMAHA, NE 68118

IS DULY LICENSED TO ENGAGE IN THE ACTIVITIES AS INDICATED
ABOVE, IN ACCORDANCE WITH CHAPTER 60, ARTICLE 14 R.R.S. 1943,
AS AMENDED, SUBJECT TO THE LIMITATIONS IMPOSED BY LAW DURING
THE CALENDAR YEAR OF 2026.



John A. Eickmeier
EXECUTIVE DIRECTOR

THIS LICENSE MUST BE PROMINENTLY DISPLAYED 25-003165

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) GREGG YOUNG CHEVROLET INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 17750 BURT ST 6 City, state, and ZIP code OMAHA, NE 68118 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

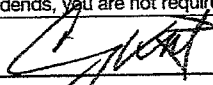
Social security number								
			-				-	
or								
Employer identification number								
4	7	-	0	5	2	8	4	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 12/30/25
-----------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Angie Eloranta		
	PHONE (A/C, No, Ext): 402-964-5713	FAX (A/C, No): 402-964-6325	
	E-MAIL ADDRESS: angie.eloranta@hubinternational.com		
INSURED Gregg Young Chevrolet, Inc dba CARSTAR Gregg Young Collision Omaha 17750 Burt St. Omaha NE 68118	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Charter Oak Fire Insurance Company		25615
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: The Travelers Indemnity Company of Connecticut		25682
	INSURER E: Travelers Casualty & Surety Company of America		31194
INSURER F:			

COVERAGES PROD / CUSTOMER ID:24193

CERTIFICATE #:337012277

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GARAGE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS			AD-4Y749553-25-14	7/1/2025	7/1/2026	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
A	☐ GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS			AD-4Y749553-25-14	7/1/2025	7/1/2026	☒ COMP / OTC SPECIFIED PERILS LOC Ded \$ 1,000,000 ☒ COLLISION LOC Ded \$ 1,000,000 LOC Ded \$ 3,000
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Y-630-4Y118927-PHX-25	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-4Y856278-25-14	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y / N ☒ N	N / A		UB-4Y144841-25-14-G	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Employment Practices			108081505	7/1/2025	7/1/2026	Limit 1,000,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is included on policy AD-4Y749553-24-14 for 2012 Freightliner M2-106 Tow Truck, VIN # 1FVACWDT8CHBN6691 for Auto Liability, Auto Physical Damage, Garagekeepers Legal, and on hook physical damage.

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jim Aldridge</i>

© 2010-2015 ACORD CORPORATION. All rights reserved.

R E S O L U T I O N 2026-27

WHEREAS, the City has approved budget authority for the purchase of two (2) 2026 Chevy Tahoe Police Pursuit 4WD Police Department fleet vehicles; and

WHEREAS, a bid request was published on January 7, 2026 with only one bid being returned by the closing date of January 22, 2026.

WHEREAS, the only bid returned was from Gregg Young Chevrolet of Omaha, NE for the Police Department to purchase two (2) 2026 Chevy Tahoe Police Pursuit 4WD at a cost of \$109,700.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the acceptance of the bid and to purchase two (2) 2026 Chevrolet Tahoe Police Pursuit 4WD, from Gregg Young Chevrolet of Omaha, Nebraska for a total cost of \$109,700.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G.Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.f.

Subject: #2026-28 - Approving Award of Professional Engineering Consulting Services for Capital Outfall Culvert Replacement; Project No. 2026-D-1

Staff Contact: Keith Kurz, PE- Public Works Director/City Engineer

BACKGROUND: A Request for Qualifications (RFQ) for engineering consulting services for Capital Outfall Culvert Replacement; Project No. 2026-D-1 was advertised in the Grand Island Independent on September 5, 2025. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

This project is for the replacement of one or more existing large culverts, as budget allows, on the Capital Outfall Drainage system.

DISCUSSION: Three (3) submittals were received and opened on September 23, 2025, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Alfred Benesh & Company of Lincoln, Nebraska was deemed able to perform the work required. Negotiations with the selected firm resulted in an agreed upon amount of \$50,658.00 for such services.

This contract includes review of existing facilities and data, existing culvert investigation, inspection data organized, culverts grading and evaluation, culvert replacement alternatives with cost estimates, and culvert replacement prioritization. Final design and construction phase services would be considered in a future amendment.

FISCAL IMPACT: Funds will be paid out of 40000400-1000-40075.

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

RECOMMENDATION: City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Capital Outfall Culvert Replacement; Project No. 2026-D-1 to Alfred Benesch & Company of Lincoln, Nebraska for an amount not to exceed \$50,658.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Alfred Benesch & Company Agreement
2. Resolution



CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island.	Project Name
Address	PO Box 1968	Capital Outfall Culvert Replacement
	Grand Island, NE 68802-1968	
		Project Location
		.
Telephone	308-389-0274	East Capital Ave.
Client Contact	Keith Kurz	Consultant PM Terry Brown
Client Job No.		Consultant Job No.

This AGREEMENT is made by and between City of Grand Island, NE, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☒ Attachment C: Site Exhibit

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

☐ BY LUMP SUM: \$_____.

☒ BY TIME AND MATERIALS: \$50658.

☐ BY OTHER PAYMENT METHOD (See Attachment A): \$_____.

☐ AS SHOWN ON SERIALY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____, 2026

DATE: _____, 2026

BENESCH OFFICE: Lincoln

ADDRESS: 200 S 21st Street, Suite 300

Lincoln, NE 68510

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services

2.2.1 Payment

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

2.2.2 Chargeable Time

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

3.2 Abandonment of Services

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of

the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible

for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided

herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including

EEO-1 and VETS-100 reports.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant

any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

~~Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or the limits of available consultant's insurance, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.~~

5.3 No Special or Consequential Damages

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

5.4.1 Professional Liability

Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

5.4.2 General Liability

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

5.4.3 Limitation of Liability

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or

certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

x ***Supplemental Condition is incorporated herein when the applicable box is checked.***

x **S.1 Location of Underground Utilities**

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

x **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

x **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. _____ DATE _____, 20____

PROJECT NAME _____

CLIENT _____

CLIENT PM _____ CONSULTANT PM _____

PHONE NO. _____ PHONE NO. _____

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the AGREEMENT dated _____, 20____, between _____, herein called CLIENT and Alfred Benesch & Company herein called CONSULTANT, constitutes the express authority given CONSULTANT by CLIENT to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this WORK AUTHORIZATION:

- ☐ Attachment A: Scope of Services and Fee Estimate
- ☐ Attachment B: Schedule of Unit Rates
- ☐ _____
- ☐ _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- ☐ CLIENT will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- ☐ CLIENT will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- ☐ CLIENT will pay by another method as described: _____

CLIENT**ALFRED BENESCH & COMPANY**BY: _____
AUTHORIZED REPRESENTATIVEBY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 20____

DATE: _____, 20____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

ATTACHMENT A

Scope of Services

Grand Island Capital Outfall Culvert Replacement Preliminary Design

Project Description:

The City of Grand Island has identified the CMP culverts associated with the Capital Outfall as needing replacement or rehabilitation. The upstream section of the project begins around Plum Street and BNSF crossing with a 72" RCP that starts the capital outfall ditch. The capital outfall ends near Stuhr Road and Capital Ave. Between lies several 84" CMP that were constructed in 1970. The CMP's that remain are rusted on the lower half and some show structural damage. This project will determine the replacement strategy and prioritize the culver replacement.

Project Context & Objectives

The primary goal of the project will determine the replacement strategy and prioritize the culver replacement.

TASK 1. Preliminary Design

TASK 1.1 Project Management

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work. Provide regular progress reports with invoices. PM will schedule review meetings to receive comments from the City of Grand Island.

TASK 1.2 Field Investigation (22 large diameter culverts)

A. *Review of Existing Facilities and Data*

Benesch will review and evaluate record drawings of existing facilities, existing maps, previous studies and reports, and other pertinent data will be analyzed. Benesch will inspect as much of the 2000 lf of 72" to 84" culver pipe as possible. City staff will assist if there is a lack of access to culverts.

B. *Existing Culvert investigation*

Benesch will investigate all culverts and record with video/photos documenting the existing conditions. Benesch field staff will complete a culvert inspection checklist covers general info (location, dimensions, type), surrounding area (erosion, banks, roadway settlement), inlet/outlet (debris, obstructions, headwalls), structure (material-specific checks like cracks in concrete, corrosion in metal, deformation in plastic), and waterway conditions (scour, flow, bed), noting issues like blockages, structural damage, or inadequate size, and documenting findings with photos.

TASK 1.3 Culvert Evaluation

A. Inspection Data Organized

The project manager will direct an initial design meeting with representatives of the city. At this meeting materials of construction, pump and control requirements, standby power requirements, land acquisition requirements, site, and security issues will be discussed and decided upon on a preliminary basis.

B. Culverts Grading and Evaluation

The culverts will be graded generally following the NASSCO grading. The location of the culverts will be taken when determining the significance of failure.

TASK 1.4 Culvert Replacement Alternatives with Cost Estimates

Benesch will provide rehab and replacement alternatives for each culvert. Cost estimates will be generated for each viable option.

TASK 1.5 Culver Replacement Prioritization

Benesch will assist the city staff to prioritize the culvert replacement/rehab and generate a replacement order and annual budget to complete the replacement.

FINAL DESIGN and CONSTRUCTION PHASE SERVICES

Final design and construction services to be amended to the project but would include items such as: Geotechnical investigation, easement acquisition, final design and specifications for culver replacement, permitting, bidding, pre-construction conference, review contractor submittals, progress meetings, construction administration, project close out, record drawings and 11th month warranty review.

Schedule:

Kickoff Meeting: Jan 2025

Study Phase: 3 Month after NTP

Fee Estimate
Preliminary Design Services
Grand Island Capital Ave. Outfall Culvert Replacement

Task No.	Description	Amount
1	Preliminary Design	
1.1	Project Management	\$ 2,520.00
1.2	Field Investigation (22 Large Diameter Culverts totaling 2000 lf)	\$ 18,898.00
1.3	Culvert Evaluation	\$ 11,216.00
1.4	Replacement Alternatives with Cost Estimate	\$ 14,360.00
1.5	Culvert Replacement Prioritization	\$ 3,664.00
	Design Services Lump Sum :	\$ 50,658.00

Project Number	Installation Date	Pipe ID	Storm Pipe Material	Line Size	Pipe Length, Feet Sheet Number	
Storm Sewers Broadwell Ave State St North	5/7/1934	163394	RCP - Reinforced Concrete Pipe	64"	167	2
Storm Sewers Broadwell Ave State St North	5/7/1934	166948	RCP - Reinforced Concrete Pipe	64"	975	2
PD-428	4/6/1967	163097	RCB - Reinforced Box Culvert	24" x 48" Box	160	7, 8
PD-428	4/6/1967	163098	RCB - Reinforced Box Culvert	20" x 48" Box	72	8
PD-428	4/6/1967	163099	RCB - Reinforced Box Culvert	20" x 48" Box	40	8
PD-429 / 2013-S-4	4/6/1967	163100	RCP - Reinforced Concrete Pipe	36"	221	6
PD-430	4/6/1967	167827	RCP - Reinforced Concrete Pipe	15"	82	4
PD-430	4/6/1967	167828	RCP - Reinforced Concrete Pipe	15"	13	4
PD-430	4/6/1967	167829	RCP - Reinforced Concrete Pipe	12"	41	4
67-P-1	4/24/1967	160261	RCP - Reinforced Concrete Pipe	15"	51	5
PD-960	6/11/1969	163011	RCP - Reinforced Concrete Pipe	12"	41	13
PD-960	6/11/1969	163012	RCP - Reinforced Concrete Pipe	12"	357	13
PD-960	6/11/1969	163013	RCP - Reinforced Concrete Pipe	12"	22	13
PD-960	6/11/1969	163014	RCP - Reinforced Concrete Pipe	12"	41	13
PD-960	6/11/1969	163015	RCP - Reinforced Concrete Pipe	21"	66	13
PD-960	6/11/1969	163016	RCP - Reinforced Concrete Pipe	24"	72	13
1970 Storm Drainage Improvements	7/1/1970	160295	CMP - Corrugated Metal Pipe	63" x 87" Arch	239	14
1970 Storm Drainage Improvements	7/1/1970	161522	CMP - Corrugated Metal Pipe	84"	47	15
1970 Storm Drainage Improvements	7/1/1970	161523	CMP - Corrugated Metal Pipe	84"	78	16
1970 Storm Drainage Improvements	7/1/1970	163020	RCP - Reinforced Concrete Pipe	72"	692	7, 8, 9
1970 Storm Drainage Improvements	7/1/1970	163021	RCP - Reinforced Concrete Pipe	72"	520	9, 11
1970 Storm Drainage Improvements	7/1/1970	163027	RCP - Reinforced Concrete Pipe	72"	16	11
1970 Storm Drainage Improvements	7/1/1970	163028	CMP - Corrugated Metal Pipe	84"	63	12
1970 Storm Drainage Improvements	7/1/1970	167821	RCP - Reinforced Concrete Pipe	24"	14	11
1970 Storm Drainage Improvements	7/1/1970	169367	CMP - Corrugated Metal Pipe	84"	49	18
1970 Storm Drainage Improvements	7/1/1970	169369	CMP - Corrugated Metal Pipe	84"	43	19
1970 Storm Drainage Improvements	7/1/1970	169371	HDPE - High Density Polyethylene	84"	63	20
1970 Storm Drainage Improvements	7/1/1970	169372	RCP - Reinforced Concrete Pipe	48"	41	20
1970 Storm Drainage Improvements	7/1/1970	171071	RCP - Reinforced Concrete Pipe	72"	78	7
1970 Storm Drainage Improvements	7/1/1970	172116	RCP - Reinforced Concrete Pipe	72"	18	11
74-D-6	1/10/1974	163031	RCP - Reinforced Concrete Pipe	24"	340	10
74-D-6	1/10/1974	163032	RCP - Reinforced Concrete Pipe	24"	173	12
74-D-6	1/10/1974	163033	RCP - Reinforced Concrete Pipe	15"	42	10
74-D-6	1/10/1974	163034	RCP - Reinforced Concrete Pipe	24"	29	10
74-D-6	1/10/1974	163035	RCP - Reinforced Concrete Pipe	15"	8	10
74-D-6	1/10/1974	163036	RCP - Reinforced Concrete Pipe	18"	23	10
74-D-6	1/10/1974	163043	RCP - Reinforced Concrete Pipe	24"	29	12
74-D-6	1/10/1974	163044	RCP - Reinforced Concrete Pipe	24"	112	12
74-D-6	1/10/1974	166772	RCP - Reinforced Concrete Pipe	15"	29	12
74-D-6	1/10/1974	170014	RCP - Reinforced Concrete Pipe	24"	65	12
74-D-6	1/10/1974	170064	RCP - Reinforced Concrete Pipe	15"	5	12
74-D-6	1/10/1974	170347	PVC - Polyvinyl Chloride Pipe	24"	250	9, 10
74-D-6	1/10/1974	170348	RCP - Reinforced Concrete Pipe	18"	135	10
74-D-6	1/10/1974	170349	RCP - Reinforced Concrete Pipe	18"	116	10
77-D-2	1/10/1977	160291	RCP - Reinforced Concrete Pipe	36"	293	13
PD-893	6/1/1977	163048	RCP - Reinforced Concrete Pipe	15"	221	12
PD-909	6/7/1977	163025	RCP - Reinforced Concrete Pipe	18"	347	11
PD-909	6/7/1977	163026	RCP - Reinforced Concrete Pipe	24"	36	11
1975 Northeast Project Improvements	11/9/1977	161529	RCP - Reinforced Concrete Pipe	36"	454	16
85-D-1	11/30/1985	163059	RCP - Reinforced Concrete Pipe	12"	463	6
PD-1125	5/26/1987	160258	RCP - Reinforced Concrete Pipe	24"	41	3
PD-1125	5/26/1987	167079	RCP - Reinforced Concrete Pipe	24"	132	4
PD-1125	5/26/1987	167080	RCP - Reinforced Concrete Pipe	24"	284	3
PD-1125	5/26/1987	172184	HDPE - High Density Polyethylene	30"	7	3
RRS-5436	10/17/1989	167825	RCP - Reinforced Concrete Pipe	24"	58	7
AFE 93-0656	1/21/1994	166706	RCP - Reinforced Concrete Pipe	18"	90	8
AFE 93-0656	1/21/1994	166708	RCP - Reinforced Concrete Pipe	24"	138	8, 9
AFE 93-0656	1/21/1994	166710	RCP - Reinforced Concrete Pipe	30"	51	9
AFE 93-0656	1/21/1994	167815	RCP - Reinforced Concrete Pipe	15"	566	11
AFE 93-0656	1/21/1994	167822	RCP - Reinforced Concrete Pipe	18"	39	11
AFE 93-0656	1/21/1994	167823	RCP - Reinforced Concrete Pipe	24"	42	11
AFE 93-0656	1/21/1994	168101	RCP - Reinforced Concrete Pipe	72"	160	11

Project Number	Installation Date	Pipe ID	Storm Pipe Material	Line Size	Pipe Length, Feet Sheet Number	
AFE 93-0656	1/21/1994	168102	RCP - Reinforced Concrete Pipe	72"	20	11
AFE 93-0656	1/21/1994	168103	RCP - Reinforced Concrete Pipe	72"	18	11
AFE 93-0656	1/21/1994	170341	RCP - Reinforced Concrete Pipe	24"	122	9
AFE 93-0656	1/21/1994	170346	PVC - Polyvinyl Chloride Pipe	24"	257	9
PD-1185	11/2/1994	163041	RCP - Reinforced Concrete Pipe	12"	41	12
PD-1185	11/2/1994	163042	RCP - Reinforced Concrete Pipe	15"	202	12
200-D-1	3/31/2000	170012	CMP - Corrugated Metal Pipe	84"	133	17
2013-S-4	6/30/2014	160294	RCP - Reinforced Concrete Pipe	84"	140	13
2013-S-4	6/30/2014	161524	RCP - Reinforced Concrete Pipe	84"	147	17
2013-S-4	6/30/2014	163018	RCP - Reinforced Concrete Pipe	84"	94	13
2013-S-4	6/30/2014	169364	RCP - Reinforced Concrete Pipe	84"	343	13
2013-S-4	6/30/2014	170002	RCP - Reinforced Concrete Pipe	84"	91	17
2013-S-4	6/30/2014	172186	HDPE - High Density Polyethylene	60"	75	7
2013-S-4	6/30/2016	160259	HDPE - High Density Polyethylene	60"	72	4
2013-S-4	6/30/2016	163056	HDPE - High Density Polyethylene	60"	204	4, 5
2013-S-4	6/30/2016	163057	HDPE - High Density Polyethylene	60"	244	6
2013-S-4	6/30/2016	163058	RCP - Reinforced Concrete Pipe	72"	57	7
2013-S-4	6/30/2016	164527	RCP - Reinforced Concrete Pipe	48"	65	2
2013-S-4	6/30/2016	167824	RCP - Reinforced Concrete Pipe	24"	17	7
2013-S-4	6/30/2016	168087	HDPE - High Density Polyethylene	60"	137	4
2013-S-4	6/30/2016	168127	RCP - Reinforced Concrete Pipe	12"	32	6
2013-S-4	6/30/2016	168128	RCP - Reinforced Concrete Pipe	72"	36	2
2013-S-4	6/30/2016	168130	RCP - Reinforced Concrete Pipe	15"	15	2
2013-S-4	6/30/2016	169365	CMP - Corrugated Metal Pipe	36"	20	17
2013-S-4	6/30/2016	170314	RCP - Reinforced Concrete Pipe	24"	92	13
2013-S-4	6/30/2016	170315	CMP - Corrugated Metal Pipe	36"	16	13
2013-S-4	6/30/2016	171066	HDPE - High Density Polyethylene	60"	393	5
2013-S-4	6/30/2016	171067	HDPE - High Density Polyethylene	60"	111	5, 6
2013-S-4	6/30/2016	171068	HDPE - High Density Polyethylene	60"	78	6
2013-S-4	6/30/2016	171069	HDPE - High Density Polyethylene	60"	106	6, 7
2013-S-4	6/30/2016	171070	HDPE - High Density Polyethylene	60"	195	7
2013-S-4	6/30/2016	171613	RCP - Reinforced Concrete Pipe	84"	30	13
2013-S-4	6/30/2016	171976	CMP - Corrugated Metal Pipe	84"	38	16
2013-S-4	6/30/2016	172185	HDPE - High Density Polyethylene	60"	62	6
2013-S-4	6/30/2016	176979	RCP - Reinforced Concrete Pipe	48"	65	2
URB_5436 (5), CN 42707	6/30/2016	163392	RCP - Reinforced Concrete Pipe	48"	248	2
URB_5436 (5), CN 42707	6/30/2016	163395	RCP - Reinforced Concrete Pipe	15"	50	3
URB_5436 (5), CN 42707	6/30/2016	166763	RCP - Reinforced Concrete Pipe	15"	51	2
URB_5436 (5), CN 42707	6/30/2016	166904	RCP - Reinforced Concrete Pipe	72"	95	3
URB_5436 (5), CN 42707	6/30/2016	171054	RCP - Reinforced Concrete Pipe	15"	16	2
URB_5436 (5), CN 42707	6/30/2016	171055	RCP - Reinforced Concrete Pipe	42"	160	2
URB_5436 (5), CN 42707	6/30/2016	171057	RCP - Reinforced Concrete Pipe	48"	150	2
URB_5436 (5), CN 42707	6/30/2016	171059	RCP - Reinforced Concrete Pipe	15"	62	2
URB_5436 (5), CN 42707	6/30/2016	171060	RCP - Reinforced Concrete Pipe	15"	14	3
URB_5436 (5), CN 42707	6/30/2016	171061	RCP - Reinforced Concrete Pipe	15"	18	3
URB_5436 (5), CN 42707	6/30/2016	171062	RCP - Reinforced Concrete Pipe	18"	41	3
URB_5436 (5), CN 42707	6/30/2016	171063	RCP - Reinforced Concrete Pipe	15"	43	3
URB_5436 (5), CN 42707	6/30/2016	171064	RCP - Reinforced Concrete Pipe	72"	255	3
URB_5436 (5), CN 42707	6/30/2016	171065	RCP - Reinforced Concrete Pipe	72"	271	3, 4
URB_5436 (5), CN 42707	6/30/2016	171075	RCP - Reinforced Concrete Pipe	15"	15	2
URB_5436 (5), CN 42707 / 2013-S-4	6/30/2016	168129	RCP - Reinforced Concrete Pipe	72"	101	2
URB_5436 (5), CN 42707 / 2013-S-4	6/30/2016	171058	RCP - Reinforced Concrete Pipe	48"	74	2
URB_5436 (5), CN 42707 / 2013-S-4	6/30/2016	171072	RCP - Reinforced Concrete Pipe	42"	224	2
2018-P-6	12/1/2018	171253	HDPE - High Density Polyethylene	24"	127	14
2019-P-11	4/9/2020	171983	RCP - Reinforced Concrete Pipe	24"	156	14
2019-P-11	4/9/2020	171984	RCP - Reinforced Concrete Pipe	18"	69	14
2019-P-11	4/9/2020	171992	HDPE - High Density Polyethylene	15"	6	14
2023-P-3	12/1/2023	176173	HDPE - High Density Polyethylene	15"	100	14
<Null>	<Null>	170004	CMP - Corrugated Metal Pipe	36"	341	17
<Null>	<Null>	169373	CMP - Corrugated Metal Pipe	36"	55	21

Total length - 2000 If

RESOLUTION 2026-28

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Capital Outfall Culvert Replacement; Project No. 2026-D-1, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 23, 2025 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Alfred Benesch & Company of Lincoln, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$50,658.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Alfred Benesch & Company of Lincoln, Nebraska for professional engineering consulting services for Capital Outfall Culvert Replacement; Project No. 2026-D-1 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents in the same manner as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.g.

Subject: #2026-29 - Approving Temporary Construction Easement for Stolley Park Road-South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Koester, Maran/Aye, Kobet, Gutierrez)

Staff Contact: Keith Kurz PE, Public Works Director/ City Engineer

BACKGROUND: This project is for the improvement of Stolley Park Road from the intersection of South Locust Street to Stuhr Road. The Public Works Department plans to replace the existing asphalt street with a concrete curb and gutter roadway section along with associated sidewalk, traffic control, drainage and all other improvements needed to complete the project.

To accommodate such improvements temporary construction easements are necessary.

DISCUSSION: Temporary construction easements are needed for the reconstruction of Stolley Park Road from South Locust Street to Stuhr Road. All property acquisitions and negotiations were handled by a third party, Midwest ROW of Omaha, Nebraska, who worked with the affected property owners to sign the necessary documents to grant the property, as shown on the attached sketches. Payment to the affected property owners totals \$4,610.00, as detailed on the resolution.

FISCAL IMPACT: Funds will be paid out of 21000001-1100-40067.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the Temporary Construction Easements between the City of Grand Island and the affected property owners for Stolley Park Road- South Locust Street to Stuhr Road Paving

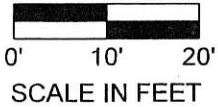
Improvements; No. 2024-P-4, in the total amount of \$4,610.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

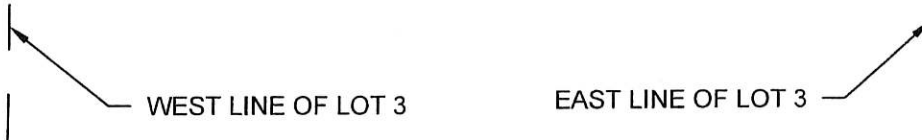
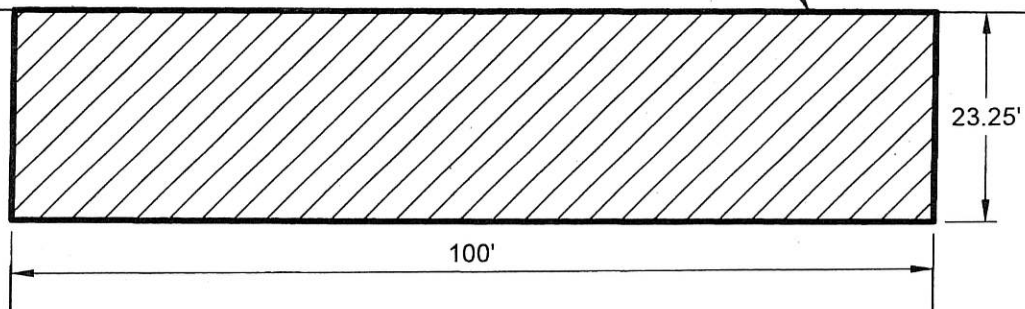
1. Koester TE Exhibit
2. Maran-Aye TE Exhibit
3. Kolbet TE Exhibit
4. Gutierrez TE Exhibit
5. Resolution

TEMPORARY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 13
STOLLEY PARK ROAD PAVING IMPROVEMENTS



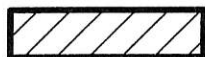
STOLLEY PARK ROAD

SOUTH LINE OF R.O.W.



LOT 3, BLOCK 2,
ROUSH SUBD

LOT 2, BLOCK 2,
ROUSH SUBD



PROPOSED TEMPORARY EASEMENT

EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 3, BLOCK 2, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 23.25 FEET OF SAID LOT 3. SAID TEMPORARY EASEMENT CONTAINS 2325 SQUARE FEET MORE OR LESS.

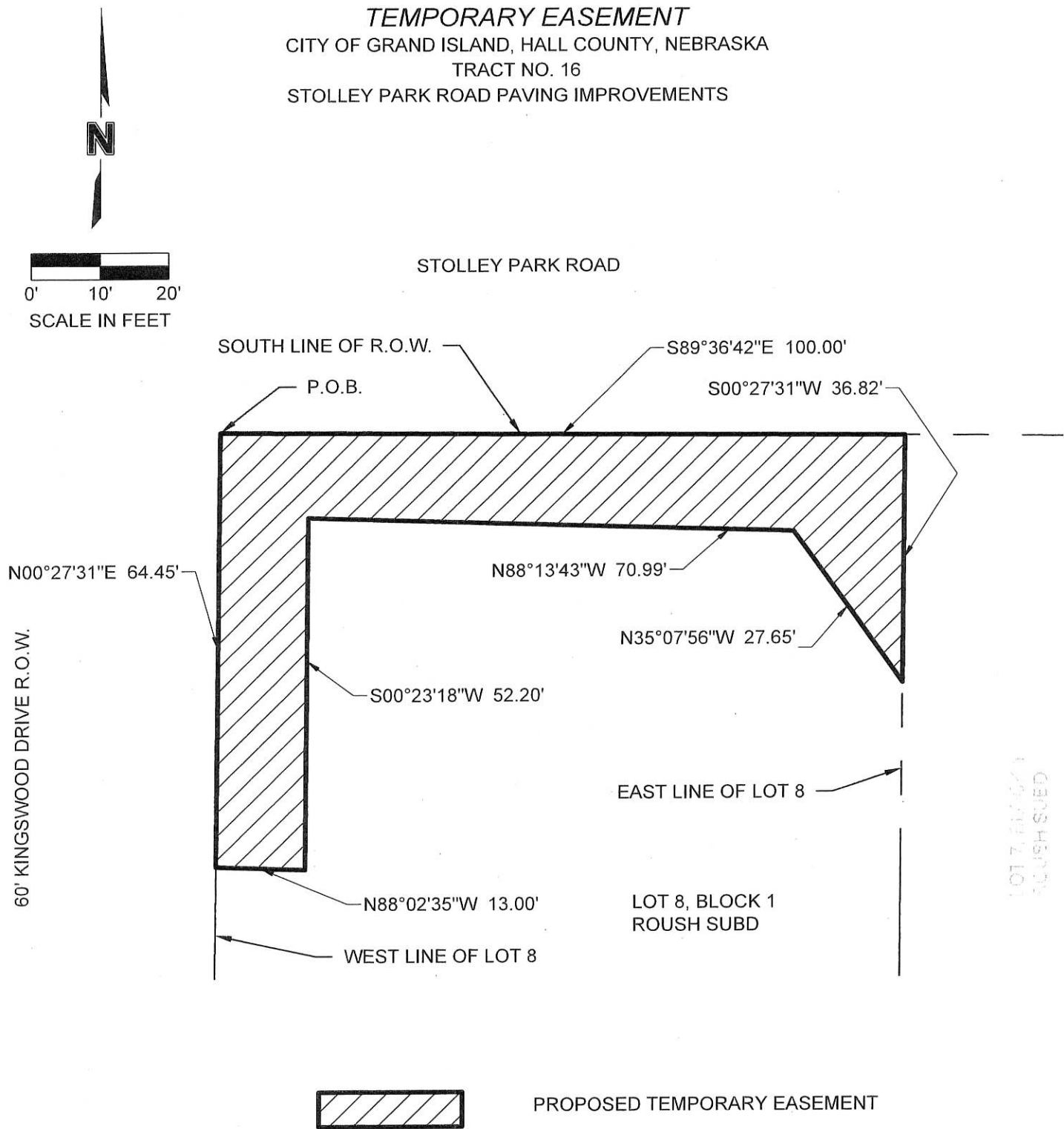
olsson®

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

EXHIBIT

13

TEMPORARY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 16
STOLLEY PARK ROAD PAVING IMPROVEMENTS



EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 8, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH LINE OF STOLLEY PARK ROAD RIGHT-OF-WAY (R.O.W) AND THE WEST LINE OF LOT 8, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH R.O.W. LINE ON AN ASSUMED BEARING OF S89°36'42"E, A DISTANCE OF 100.00 FEET THE POINT OF INTERSECTION OF SAID SOUTH R.O.W. LINE AND THE EAST LINE OF SAID LOT 8; THENCE ALONG SAID LINE OF LOT 8 S00°27'31"W, A DISTANCE OF 36.82 FEET; THENCE N35°07'56"W A DISTANCE OF 27.65 FEET; THENCE N88°13'43"W A DISTANCE OF 70.99 FEET; THENCE S00°23'18"W A DISTANCE OF 52.20 FEET; THENCE N88°02'35"W A DISTANCE OF 13.00 FEET TO A POINT ON SAID WEST LINE OF LOT 8; THENCE ALONG SAID WEST LINE OF LOT 8 N00°27'31"E, A DISTANCE OF 64.45 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2204 SQUARE FEET MORE OR LESS.

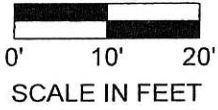
olsson®

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

EXHIBIT

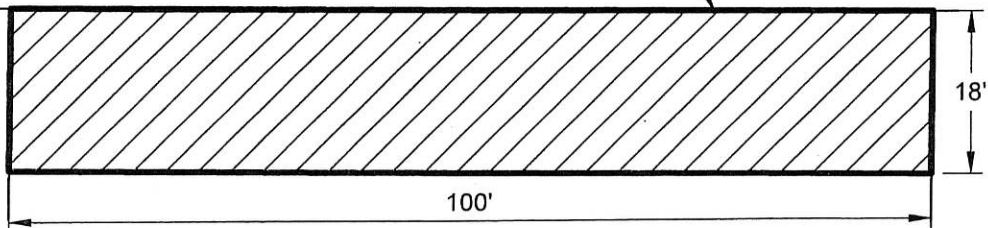
16

TEMPORARY EASEMENT
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 TRACT NO. 14
 STOLLEY PARK ROAD PAVING IMPROVEMENTS



STOLLEY PARK ROAD

SOUTH LINE OF R.O.W.



WEST LINE OF LOT 2

EAST LINE OF LOT 2

LOT 2, BLOCK 2
ROUSH SUBD



PROPOSED TEMPORARY EASEMENT

EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 2, BLOCK 2, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 18.00 FEET OF SAID LOT 2. SAID TEMPORARY EASEMENT CONTAINS 1800 SQUARE FEET MORE OR LESS.

olsson®

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

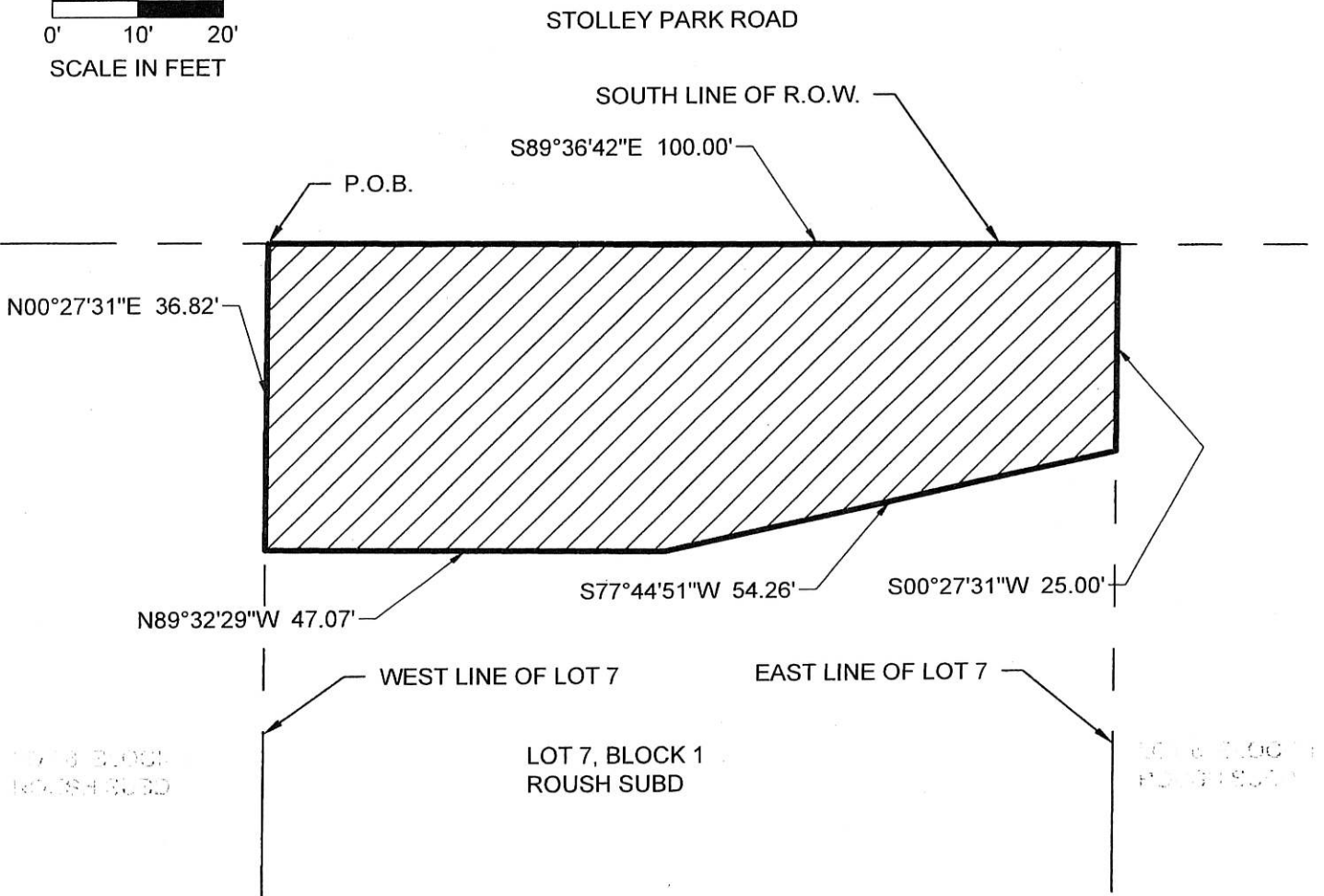
EXHIBIT

14

TEMPORARY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 17
STOLLEY PARK ROAD PAVING IMPROVEMENTS



0' 10' 20'
SCALE IN FEET



PROPOSED TEMPORARY EASEMENT

EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 7, BLOCK 1, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH LINE OF STOLLEY PARK ROAD RIGHT-OF-WAY (R.O.W) AND THE WEST LINE OF SAID LOT 7, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH R.O.W. LINE ON AN ASSUMED BEARING OF S89°36'42"E, A DISTANCE OF 100.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH ROW LINE AND THE EAST LINE OF SAID LOT 7; THENCE ALONG SAID EAST LOT LINE S00°27'31"W, A DISTANCE OF 25.00 FEET; THENCE S77°44'51"W A DISTANCE OF 54.26 FEET; THENCE N89°32'29"W A DISTANCE OF 47.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE ALONG SAID WEST LOT LINE N00°27'31"E, A DISTANCE OF 36.82 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 3372 SQUARE FEET MORE OR LESS.

olsson®

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

EXHIBIT

17

R E S O L U T I O N 2026-29

WHEREAS, temporary construction easements are required by the City of Grand Island, from property described below for the construction of Stolley Park Road- South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Cost</i>
Jeffrey L Koester	A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 3, BLOCK 2, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 23.25 FEET OF SAID LOT 3. SAID TEMPORARY EASEMENT CONTAINS 2325 SQUARE FEET MORE OR LESS.	\$2,000.00
Khun S Maran and Anna Aye	A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 8, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH LINE OF STOLLEY PARK ROAD RIGHT-OF-WAY (R.O.W.) AND THE WEST LINE OF LOT 8, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH R.O.W. LINE ON AN ASSUMED BEARING OF S89°36'42"E, A DISTANCE OF 100.00 FEET THE POINT OF INTERSECTION OF SAID SOUTH R.O.W. LINE AND THE EAST LINE OF SAID LOT 8; THENCE ALONG SAID LINE OF LOT 8 S00°27'31"W, A DISTANCE OF 36.82 FEET; THENCE N35°07'56"W A DISTANCE OF 27.65 FEET; THENCE N88°13'43"W A DISTANCE OF 70.99 FEET; THENCE S00°23'18"W A DISTANCE OF 52.20 FEET; THENCE N88°02'35"W A DISTANCE OF 13.00 FEET TO A POINT ON SAID WEST LINE OF LOT 8; THENCE ALONG SAID WEST LINE OF LOT 8 N00°27'31"E, A DISTANCE OF 64.45 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 2204 SQUARE FEET MORE OR LESS.	\$560.00
Virginia D Kolbet	A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 2, BLOCK 2, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 18.00 FEET OF SAID LOT 2. SAID TEMPORARY EASEMENT CONTAINS 1800 SQUARE FEET MORE OR LESS.	\$450.00
Luis M Garcia Gutierrez	A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND, BEING A PART OF LOT 7, BLOCK 1, ROUSH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH LINE OF STOLLEY PARK ROAD RIGHT-OF-WAY (R.O.W.) AND THE WEST LINE OF SAID LOT 7, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH	\$1,600.00

	R.O.W. LINE ON AN ASSUMED BEARING OF S89°36'42"E, A DISTANCE OF 100.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH ROW LINE AND THE EAST LINE OF SAID LOT 7; THENCE ALONG SAID EAST LOT LINE S00°27'31"W, A DISTANCE OF 25.00 FEET; THENCE S77°44'51"W A DISTANCE OF 54.26 FEET; THENCE N89°32'29"W A DISTANCE OF 47.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE ALONG SAID WEST LOT LINE N00°27'31"E, A DISTANCE OF 36.82 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 3372 SQUARE FEET MORE OR LESS.	
--	--	--

Total= \$4,610.00

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.h.

Subject: #2026-30 - Approving Bid Award for Asphalt Hot-Mix 2026

Staff Contact: Shannon Callahan- Street Superintendent / Keith Kurz, PE- Public Works Director/City Engineer

BACKGROUND: Asphalt Hot-Mix is used by the Streets Division's asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

DISCUSSION: Bids were advertised on January 17, 2026 and sent to four (4) potential bidders. Two (2) bids were received and opened on February 4, 2026.

Standard Mix ID	Binder	Primary Award	Secondary Award
Type SPR	58H-34	J.I.L. Asphalt Paving Co. \$77.70 per ton	Gary Smith Construction Co., Inc. \$91.00 per ton
Alternate Mix ID	Binder	Primary Award	Secondary Award
Type SPR	58V-34	J.I.L. Asphalt Paving Co. \$78.05 per ton	Gary Smith Construction Co., Inc. \$91.00 per ton
Type SPR	64S-34	J.I.L. Asphalt Paving Co. \$78.25 per ton	No Bid
Type SPR	64S-22	J.I.L. Asphalt Paving Co. \$74.90 per ton	Gary Smith Construction Co., Inc. \$85.00 per ton

Type SPR Fine	64S-34	J.I.L. Asphalt Paving Co. \$81.30 per ton	No Bid
Type SPR Fine	64S-22	J.I.L. Asphalt Paving Co. \$77.65 per ton	No Bid
Type SLX	58H-34	J.I.L. Asphalt Paving Co. \$78.85 per ton	No Bid
Type SLX	64S-34	J.I.L. Asphalt Paving Co. \$79.45 per ton	No Bid
Type SLX	64S-22	J.I.L. Asphalt Paving Co. \$75.70 per ton	No Bid
Type B/C		Gary Smith Construction Co., Inc. \$81.00 per ton	No Bid

FISCAL IMPACT: Funds will be paid out of 21033503-85547.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the purchase of Asphalt Hot-Mix 2026 according to the bid award recommendation.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. J.I.L. Asphalt Paving Co. Contract
2. Gary Smith Construction Company, Inc. Contract
3. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between ***J.I.L. ASPHALT PAVING CO.***, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Asphalt Hot-Mix for 2026**; and

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

Seventy Seven and 70/100 Dollars per ton, \$77.70/ton for Type SPR with 58H-34 binder – standard mix,

Seventy Eight and 05/100 Dollars per ton, \$78.05/ton for Type SPR with 58V-34 binder – alternate mix,

Seventy Eight and 25/100 Dollars per ton, \$78.25/ton for Type SPR with 64S-34 binder,

Seventy Four and 90/100 Dollars per ton, \$74.90/ ton for Type SPR with 64S-22 binder,

Eighty One and 30/100 Dollars per ton, \$81.30/ ton for Type SPR Fine with 64S-34 binder,

Seventy Seven and 65/100 Dollars per ton, \$77.65/ ton for Type SPR Fine with 64S-22 binder,

Seventy Eight and 85/100 Dollars per ton, \$78.85/ ton for Type SLX with 58H-34 binder,

Seventy Nine and 45/100 Dollars per ton, \$79.45/ ton for Type SLX with 64S-34 binder,

Seventy Five and 70/100 Dollars per ton, \$75.70/ ton for Type SLX with 64S-22 binder,

For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Asphalt Hot-Mix for 2026**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2026**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

J.I.L. ASPHALT PAVING CO.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____
Mayor

Date _____

Attest _____
City Clerk

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

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between **GARY SMITH CONSTRUCTION COMPANY, INC.**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Asphalt Hot-Mix for 2026**; and

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

Ninety One and 00/100 Dollars per ton, \$91.00/ton for Type SPR with 58H-34 binder – standard mix,

Ninety One and 00/100 Dollars per ton, \$91.00/ton for Type SPR with 58V-34 binder – alternate mix,

Eighty Five and 00/100 Dollars per ton, \$85.00/ ton for Type SPR with 64S-22 binder,

Eighty One and 00/100 Dollars per ton, \$81.00/ ton for Type B/C,

For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City.

The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Asphalt Hot-Mix for 2026**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2026**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

J.I.L. ASPHALT PAVING CO.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____

Mayor

Date _____

Attest _____

City Clerk

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

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2026-30

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2026, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 4, 2026 bids were received, opened and reviewed; and,

WHEREAS, J.I.L. Asphalt Paving Co. and Gary Smith Construction Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2026.

Asphalt Hot-Mix 2026- Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
Type SPR	58H-34	J.I.L. Asphalt Paving Co. \$77.70 per ton	Gary Smith Construction Co, Inc. \$91.00 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
Type SPR	58V-34	J.I.L. Asphalt Paving Co. \$78.05 per ton	Gary Smith Construction Co., Inc. \$91.00 per ton
Type SPR	64S-34	J.I.L. Asphalt Paving Co. \$78.25 per ton	No Bid
Type SPR	64S-22	J.I.L. Asphalt Paving Co. \$74.90 per ton	Gary Smith Construction Co., Inc. \$85.00 per ton
Type SPR Fine	64S-34	J.I.L. Asphalt Paving Co. \$81.30 per ton	No Bid
Type SPR Fine	64S-22	J.I.L. Asphalt Paving Co. \$77.65 per ton	No Bid
Type SLX	58H-34	J.I.L. Asphalt Paving Co. \$78.85 per ton	No Bid
Type SLX	64S-34	J.I.L. Asphalt Paving Co. \$79.45 per ton	No Bid
Type SLX	64S-22	J.I.L. Asphalt Paving Co. \$75.70 per ton	No Bid
Type B/C		Gary Smith Construction Co., Inc. \$81.00 per ton	No Bid

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the above bids for asphalt hot-mix purchased in the 2026 calendar year, are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents in the same manner as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.i.

Subject: #2026-31 - Approving Bid Award for Concrete Ready-Mix for 2026

Staff Contact: Shannon Callahan- Street Superintendent / Jeff Wattier- Solid Waste Superintendent / Keith Kurz, PE- Public Works Director/City Engineer

BACKGROUND: On January 17, 2026 the Streets Division and Solid Waste Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with concrete repairs throughout the 2026 calendar year.

A primary and secondary bid award is being recommended which sets prices for more than one producer so material can be purchased in the event the other producer(s) are not delivering due to larger job demands or concrete plant shutdown/breakdown.

DISCUSSION: Two (2) bids were received and opened on February 4, 2026. The bid was submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

<i>Concrete Ready-Mix; delivery to various job sites in City Limits</i>		
	Primary Award	Secondary Award
47B-3500	Gerhold Concrete Company of Omaha, NE \$151.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$168.75 per cubic yard
47B-HE (High Early)	Gerhold Concrete Company of Omaha, NE \$176.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$185.75 per cubic yard
Flowable Fill	Consolidated Concrete Co. of Hastings, NE \$109.00 per cubic yard	Gerhold Concrete Company of Omaha, NE \$110.00 per cubic yard

Concrete Ready-Mix; delivery to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska		
	Primary Award	Secondary Award
47B-3500	Gerhold Concrete Company of Omaha, NE \$155.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$175.25 per cubic yard
47B-HE (High Early)	Gerhold Concrete Company of Omaha, NE \$180.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$192.25 per cubic yard
Flowable Fill	Gerhold Concrete Company of Omaha, NE \$115.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$115.50 per cubic yard

FISCAL IMPACT: Funds will be paid out of 2103350-85547 and 50530043-85213.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the purchase of Concrete Ready-Mix 2026 according to the bid award recommendation.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Gerhold Concrete Company Contract
2. Consolidated Concrete Co. Contract
4. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between **Gerhold Concrete Company**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Concrete Ready-Mix for 2026**; and

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

One Hundred Fifty One and 00/100 Dollars per cubic yard, \$151.00/cy to be delivered to various job sites in City Limits for 47B-3500; and

One Hundred Seventy Six and 00/100 Dollars per cubic yard, \$176.00/ cy to be delivered to various job sites in City Limits for 47B-HE (High Early); and

One Hundred Ten and 00/100 Dollars per cubic yard; \$110.00/ cy to be delivered to various job sites in City Limits for Flowable Fill; and

One Hundred Fifty Five and 00/100 Dollars per cubic yard; \$155.00/ cy to be delivered to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska for 47B-3500; and

One Hundred Eighty and 00/100 Dollars per cubic yard; \$180.00/ cy to be delivered to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska for 47B-HE (High Early); and

One Hundred Fifteen and 00/ 100 Dollars per cubic yard; \$115.00/ cy to be delivered to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska for Flowable Fill

for all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Ready-Mix for 2026**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2026**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

GERHOLD CONCRETE COMPANY

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

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

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between **Consolidated Concrete Co.**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Concrete Ready-Mix for 2026**; and

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of

One Hundred Sixty Eight and 75/100 Dollars per cubic yard, \$168.75/cy to be delivered to various job sites in City Limits for 47B-3500; and

One Hundred Eighty Five and 75/100 Dollars per cubic yard, \$185.75/ cy to be delivered to various job sites in City Limits for 47B-HE (High Early); and

One Hundred Nine and 00/100 Dollars per cubic yard; \$109.00/ cy to be delivered to various job sites in City Limits for Flowable Fill; and

One Hundred Seventy Five and 25/100 Dollars per cubic yard; \$175.25/ cy to be delivered to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska for 47B-3500; and

One Hundred Ninety Two and 25/100 Dollars per cubic yard; \$192.25/ cy to be delivered to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska for 47B-HE (High Early); and

One Hundred Fifteen and 50/ 100 Dollars per cubic yard; \$115.50/ cy to be delivered to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska for Flowable Fill

for all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Ready-Mix for 2026**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2026**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

CONSOLIDATED CONCRETE CO.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

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

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2026-31

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2026 for the Streets Division and Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on February 4, 2026, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. of Grand Island, Nebraska and Consolidated Concrete Co. of Hastings, Nebraska, submitted bids in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein; and

Concrete Ready-Mix 2026- Bid Award Recommendation

<i>Concrete Ready-Mix; delivery to various job sites in City Limits</i>	Primary Award	Secondary Award
47B-3500	Gerhold Concrete Company, Inc. of Omaha, NE \$151.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$168.75 per cubic yard
47B-HE (High Early)	Gerhold Concrete Company, Inc. of Omaha, NE \$176.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$185.75 per cubic yard
Flowable Fill	Consolidated Concrete Co. of Hastings, NE \$109.00 per cubic yard	Gerhold Concrete Company of Omaha, NE \$110.00 per cubic yard
<i>Concrete Ready-Mix; delivery to Grand Island Regional Landfill at 19550 West Husker Highway, Shelton, Nebraska</i>		
47B-3500	Gerhold Concrete Company, Inc. of Omaha, NE \$155.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$175.25 per cubic yard
47B-HE (High Early)	Gerhold Concrete Company, Inc. of Omaha, NE \$180.00 per cubic yard	Consolidated Concrete Co. of Hastings, NE \$192.25 per cubic yard
Flowable Fill	Gerhold Concrete Company, Inc. of Omaha, NE \$115.00 per cubic yard	Gerhold Concrete Company of Omaha, NE \$115.50 per cubic yard

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids for concrete ready-mix purchased in the 2026 calendar year, are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island, and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents in the same manner as contracts and agreement are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.j.

Subject: #2026-32 - Approving Bid Award for Road Gravel 2026

Staff Contact: Shannon Callahan- Street Superintendent / Keith Kurz, PE- Public Works Director/City Engineer

BACKGROUND: Gravel is placed by the Streets Division on gravel roads typically once every two years or as-needed. The need for gravel can vary based on traffic volumes, weather, or construction activities.

Bids were advertised on January 17, 2026 and sent to three (3) potential bidders

DISCUSSION: Three (3) bids were received and opened on February 4, 2026.

BIDDER	EXCEPTIONS	BID PRICE
Island Landhandlers, LLC of Grand Island, NE	None	\$15.00 per ton
Hooker Bros Sand and Gravel, Inc. of Grand Island, NE	None	\$16.00 per ton
Central Sand & Gravel of Columbus, NE	None	\$16.00 per ton

Public Works has reviewed all bids and determined the lowest, responsible bid that meets the specifications is Island Landhandlers in the amount of \$15.00 per ton of road gravel.

FISCAL IMPACT: Funds will be paid out of 21033503-85547.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the purchase of Road Gravel 2026 to Island Landhandlers of Grand Island, Nebraska.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Island Landhandlers Contract
3. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between **ISLAND LANDHANDLERS**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Road Gravel for 2026**; and

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

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of ***Fifteen and 00/100 Dollars per ton, \$15.00/ton for Road Gravel*** for all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Road Gravel for 2026**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2026**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

ISLAND LANDHANDLERS

By _____

Date _____

Title _____

CITY OF GRAND ISLAND NEBRASKA

By _____
Mayor

Date _____

Attest _____
City Clerk

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

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2026-32

WHEREAS, the City of Grand Island invited sealed bids for furnishing Road Gravel for 2026, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 4, 2026 bids were received, opened and reviewed; and,

WHEREAS, Island Landhandlers of Grand Island, Nebraska submitted the lowest responsible bid that meets the bid specifications for Road Gravel 2026 in the amount of \$15.00 per ton.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the bid from Island Landhandlers for road gravel purchased in the 2026 calendar year, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents in the same manner as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.k.

Subject: #2026-33 - Approving NinjaOne Security Release

Staff Contact: Patrick Brown

BACKGROUND: The City IT Department needs the release signed for NinjaOne to work with the City's current dual factor authenticator.

DISCUSSION: The release is confidential and is available for inspection by Council members only in the Legal Department. Due to confidentiality this release is not available for public inspection.

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: Move to approve as written

SAMPLE MOTION: Move to approve Resolution

ATTACHMENTS:

1. Resolution

RESOLUTION 2026-33

WHEREAS, a release with NinjaOne is needed by our IT department; and

WHEREAS, the current IT “ticket” management system is not effective; and

WHEREAS, disclosure of specific information related to this release could compromise security; and

WHEREAS, City Council has the opportunity to review the release and finds that the signing of the release is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the signing of the release for NinjaOne is approved, and the Mayor or designee, IT Manager is hereby authorized to sign the release.

BE IT FURTHER RESOLVED that the Mayor or designee is authorized to sign any other necessary documents on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.I.

Subject: #2026-34 - Approving Memorandum of Understanding with NPPD to Construct a 115 kV Tie Line from Alda to Substation J

Staff Contact: Ryan Schmitz

BACKGROUND: The City of Grand Island currently has five (5) 115kV transmission tie lines to the Nebraska Public Power District (NPPD). These act as Grand Island's connection to the larger grid. Recently, NPPD approached Grand Island in regard to adding a sixth (6) tie line as a mutual benefit that would provide redundancy to NPPD's transmission network as well as add additional reliability to Grand Island's system. The new tie line would connect to the City's 115kV transmission system at Substation J on the Southwest side of town near Blaine and Wildwood, which is the City's newest substation and was constructed with an allowance for a future connection to NPPD. The City's other tie lines to NPPD can be seen on the attachment to this Memo and connect at Substation A, Substation E, Substation F, and two lines at Substation D.

DISCUSSION:

NPPD has agreed to pay 100% of the costs needed to engineer, purchase components, and construct the new 115kV. Grand Island would accept ownership of structures within their substation once construction is complete. The Memorandum of Understanding (MOU) is a statement of intent between Grand Island and NPPD, which allows both parties to move the discussion forward. A Construction Agreement will be brought to Council in the future, which will more granularly detail the steps involved, work that Grand Island staff will complete and be reimbursed for, and other fiscal arrangements in place.

FISCAL IMPACT:

This MOU will not have any fiscal impact. It is strictly a statement of intent. NPPD will cover the cost of all work in support of the tie line should it move forward. The specifics of these costs will be provided in the Construction Agreement for this work that will be brought before Council at a later date.

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the MOU with NPPD to construct a 115kV tie line from Alda to Substation J be approved by Council.

SAMPLE MOTION:

Motion to approve the MOU with NPPD to construct a 115kV tie line from Alda to Substation J.

ATTACHMENTS:

1. MOU
2. Resolution

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**MOU**”) is made and entered into as of this ____ day of _____, 2026 (the “**Effective Date**”), by and between City of Grand Island, a municipal corporation and political subdivision of the State of Nebraska (“**GI**”), and Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (“**NPPD**” and together with “**GI**” the “**Parties**” and each individually a “**Party**”).

WHEREAS, NPPD and GI owns, leases or purchases the output of, and operates or has operating control over certain electric generating facilities and certain transmission and distribution facilities and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy at retail and wholesale;

WHEREAS, NPPD owns a 115 kV substation known as the Alda Substation near Alda, Nebraska, herein (the “**Alda Substation**”);

WHEREAS, GI owns a 115 kV substation known as the Substation J which is the service territory of Grand Island, Nebraska, and is more clearly described in Exhibit A attached hereto and by this reference incorporated herein (the “**Substation J**”);

WHEREAS, to assist in the construction and eventual operation of a proposed 115 kV transmission line (the “**Alda-Sub J Line**”), GI has agreed to construct, own, maintain and operate new equipment at Substation J at a point of interconnection with the NPPD-owned Alda-Sub J Line;

WHEREAS, GI and NPPD have entered into an Amended and Restated Electric Interconnection and Interchange Agreement effective April 18, 2011, as amended (“**EIIA**”);

WHEREAS, GI and NPPD acknowledge that the provisions in this MOU only apply in the event the Alda-Sub J Line is constructed; and

WHEREAS, GI and NPPD desire to enter into this MOU as well as any necessary agreement document(s) for the ownership, maintenance, use, capitalization, and other responsibilities regarding the facilities and equipment for constructing the Alda-Sub J Line.

NOW THEREFORE, it is the Parties’ understanding, expectations, and intent as follows:

1. **Ownership.** GI and NPPD will own equipment up to the point of interconnection, as described in Exhibit A near Substation J.
2. **Design, Procurement and Construction.** NPPD will design, procure, and construct the equipment NPPD will own up the point of interconnection, at NPPD’s expense. GI will design, procure, and construct the equipment GI will own up the point of interconnection, at NPPD’s expense.
3. **Maintenance, Replacement, Operations and Reporting.** Each Party will be responsible for the maintenance, replacement, and operations of the equipment it owns and reporting details will be further detailed as necessary in the future construction and interconnection agreement(s).
4. **Capitalization Equipment.** The Parties agree that each Party shall have the exclusive right to capitalize the cost of the equipment it will own.
5. **Compensation.** The Parties agree that there is no exchange of financial compensation for this MOU; however, a separate agreement document between NPPD and GI will detail applicable GI activities to be at NPPD’s expense.

6. **Term.** This MOU shall commence on the Effective Date and shall continue until terminated by mutual written agreement of the Parties or entering into definitive implementing agreements.
7. **Taxes.** Each Party shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Alda-Sub J Line construction equipment it owns, if any.
8. **Indemnification.** Each Party hereby agrees to indemnify, defend and hold harmless the other Party, its officers, directors, employees, and agents from any and all liabilities, obligations, losses, damages, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) arising out of or relating to the Alda-Sub J Line.
9. **Independent Contractor.** The parties are independent contractors in their relationship to one another and are not, by virtue of this MOU or otherwise, made agents, employees, employers or joint venturers of one another. Neither party shall have authority to make any statements, representations or commitments of any kind, or take any action, which shall be binding on the other Party, without the prior consent of such other Party.
10. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to conflict of laws principles.
11. **Further Assurances.** At any time or from time to time after the Effective Date, at a Party's request and without further consideration, the other Party shall execute and deliver such other instruments, provide such materials and information, including but not limited to a mutually acceptable operating agreement, and take such other actions as such other Party may reasonably deem necessary or desirable in order to more effectively confirm, implement, or effectuate this MOU.
12. **Miscellaneous.** This MOU may only be amended in writing signed by both Parties. This MOU may not be assigned by either Party without the express written consent of the other Party. This MOU may be executed in counterparts and by means of facsimile transmission or electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g. www.docusign.com).
13. NPPD's obligations to proceed under this MOU is subject to NPPD Board authorization of the actions described above and execution of definitive agreements with GI that are necessary to accomplish the understandings, expectations, and intents stated and agreements mentioned above.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed effective as of the Effective Date.

GI:
City of Grand Island, Nebraska,
a municipal corporation and political
subdivision of the State of Nebraska

NPPD:
Nebraska Public Power District,
a public corporation and political
subdivision of the State of Nebraska

By: _____

By: 

Name: _____

Name: Scott R. Walz

Title: _____

Title: Vice President, Energy Delivery

Exhibit A

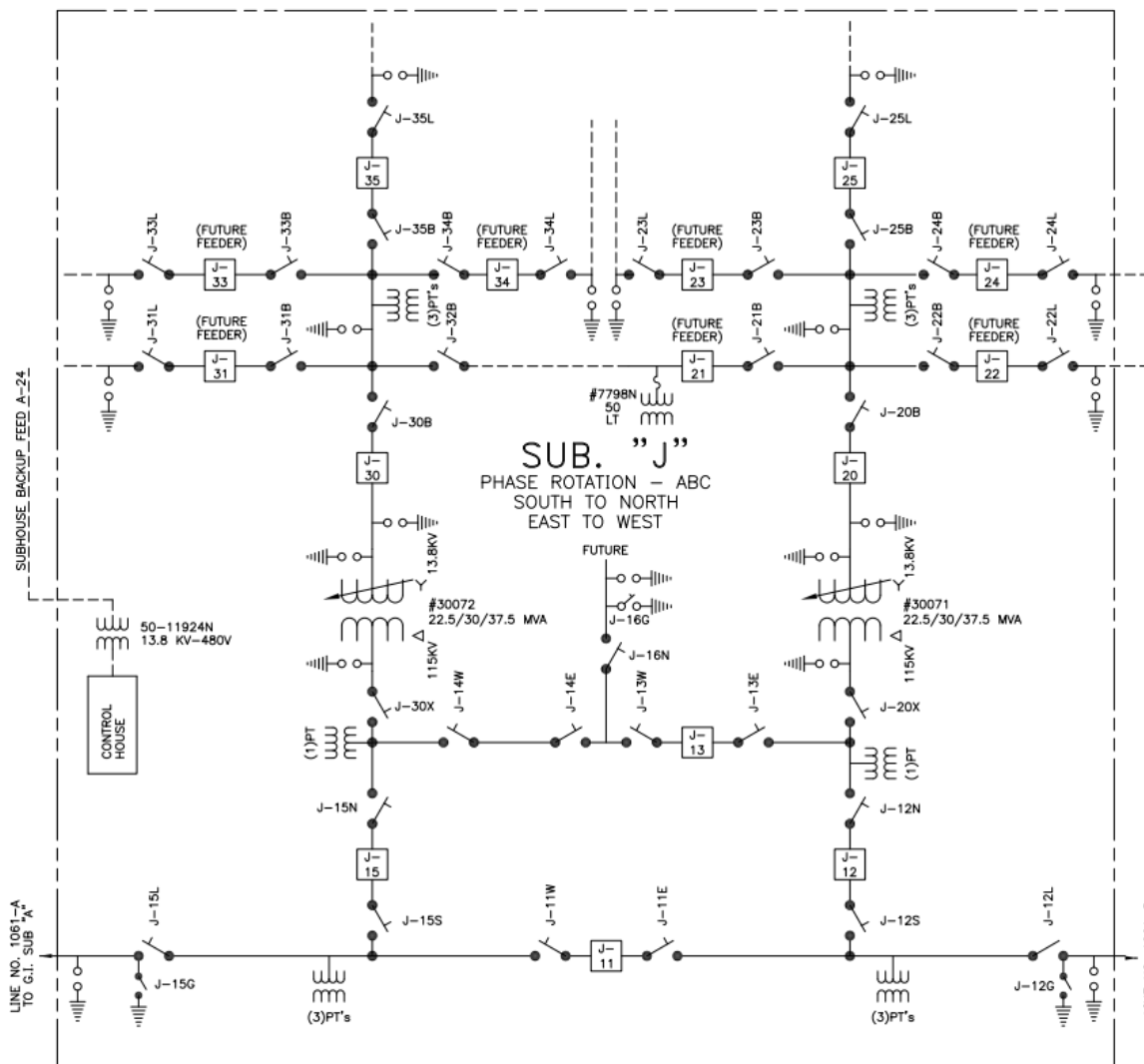
To MOU between NPPD and GI for Alda-Sub J 115 kV Line

A.1 Point of Interconnection – The point where NPPD’s 115 kV line from NPPD’s Alda Substation connects to GI’s 115 kV structure at GI’s Substation “J” and such structure will be owned by GI.

A.2 Metering (Point of Measurement) and Point of Delivery – Interchange meters shall be located in the City’s 115 kV Substation “J” and will be owned by NPPD. Any losses between the Point of Interconnection and the interchange meters shall be considered zero.

A.3 Ownership, Operation, and Maintenance – NPPD shall be responsible for ownership, operation, and maintenance of NPPD’s facilities, including line attachments connected to the City’s 115 kV structure.

One Line Diagram of Grand Island’s Substation J:



R E S O L U T I O N 2026-34

WHEREAS, the City of Grand Island has five (5) 115kV transmission tie lines to the Nebraska Power District (NPPD) that connect the City to the outside electric grid; and

WHEREAS, NPPD has approached Grand Island about adding a sixth (6) 115kV tie line that will run from NPPD's Alda Substation to Grand Island's Substation J.

WHEREAS, a Memorandum of Understanding (MOU) signifies the intent of both parties to move forward with planning the construction of aforementioned tie line in good faith.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that it is the City of Grand Island's intent to work with NPPD in good faith to construct a 115kV tie line from NPPD's Alda Substation to Grand Island's Substation J.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 6.m.

Subject: #2026-35 - Approving Bid Award - Precipitator, Boiler, Industrial Cleaning - Spring 2026

Staff Contact: Ryan Schmitz

BACKGROUND:

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

The next outage is scheduled for Spring of 2026. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including bulk vacuuming of the associated ductwork and hoppers, and high-pressure water wash of the bottom ash system.

DISCUSSION:

The specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning-Spring 2026 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were solicited from four potential bidders and there were two responsive bidders. The engineer's estimate for this project was \$500,000. Bids were publicly opened on February 3, 2026.

Bidder

Bid Amount

Groome Industrial Service Group, LLC	
Denville, New Jersey	\$303,801.97
EGM, Inc.	
Valley, Nebraska	\$ 328,270.02

The bids were reviewed by Utility Engineering staff and were deemed to be in compliance with the specifications. Groome Industrial Service Group, LLC of Denville, New Jersey was found to be the lowest responsive bidder.

FISCAL IMPACT:

Budgetary Number = \$500,000.00 ; Bid Amount = \$303,801.97

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that Council award the Contract for the Precipitator, Bottom Ash and Boiler Industrial Cleaning-Spring 2026 Outage to Groome Industrial Service Group, LLC. as the low responsive bidder, with a bid in the amount of \$303,801.97.

SAMPLE MOTION:

Move to approve the bid in the amount of \$303,801.97 from Groome Industrial Service Group, LLC. for the Precipitator, Bottom Ash and oiler Industrial Cleaning – Spring 2026 Outage.

ATTACHMENTS:

1. Contract
2. Resolution

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **GROOME INDUSTRIAL SERVICE GROUP, LLC.**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2026 OUTAGE; and

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

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

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

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Groome Industrial Service Group, LLC's bid signed and dated January 30, 2026.

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

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Three Hundred Three Thousand Eight Hundred One and 97/100 Dollars (\$303,801.97)** for all services, materials, and work covered by and

Contract #
Issued:

included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Materials	\$	132,343.12
Base Bid: Labor		150,263.36
Sales Tax		<u>21,195.49</u>
Total	\$	303,801.97

Contractor Tax Option Selection: 2

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

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the PRECIPITATOR, BOTTOM ASH AND BOILER INDUSTRIAL CLEANING-SPRING 2026 OUTAGE.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before the end of the scheduled spring outage, currently scheduled for April 21, 2026 to May 12, 2026.

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

Contract #

Issued:

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

GROOME INDUSTRIAL SERVICE GROUP, LLC

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

R E S O L U T I O N 2026-35

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2026, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 3, 2026, bids were received, opened, and reviewed; and

WHEREAS, Groome Industrial Service Group, LLC, of Denville, New Jersey, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$303,801.97; and

WHEREAS, the bid from Groome Industrial Service Group, LLC, is within the annual operation and maintenance budget and it is the lowest responsible bid for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Groome Industrial Service Group, LLC, of Denville, New Jersey in the amount of \$303,801.97, for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2026, is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the contract with Groome Industrial Service Group, LLC for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2026, and to take all other actions necessary to effect the purpose of this resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 7.a.

Subject: Public Hearing Request from Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane Grand Island , Nebraska, for a Class "C" Liquor License

#2026- 36 - Approving Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane, Grand Island, Nebraska, for a Class "C" Liquor License and Liquor Manager Designation for Margarita T. Younes-Holz, 110 Second Street, Kearney, Nebraska

Staff Contact: Jill Granere

BACKGROUND: Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

1. To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
2. To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
3. To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

DISCUSSION: Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane, has applied for a Class "C" Liquor License. A Class "C" Liquor License allows for on and off sale of alcohol only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Margarita T. Younes-Holz,

110 Second Street, Kearney, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Margarita T. Younes-Holz, 110 Second Street, Kearney, Nebraska

FISCAL IMPACT: There is no fiscal impact

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

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

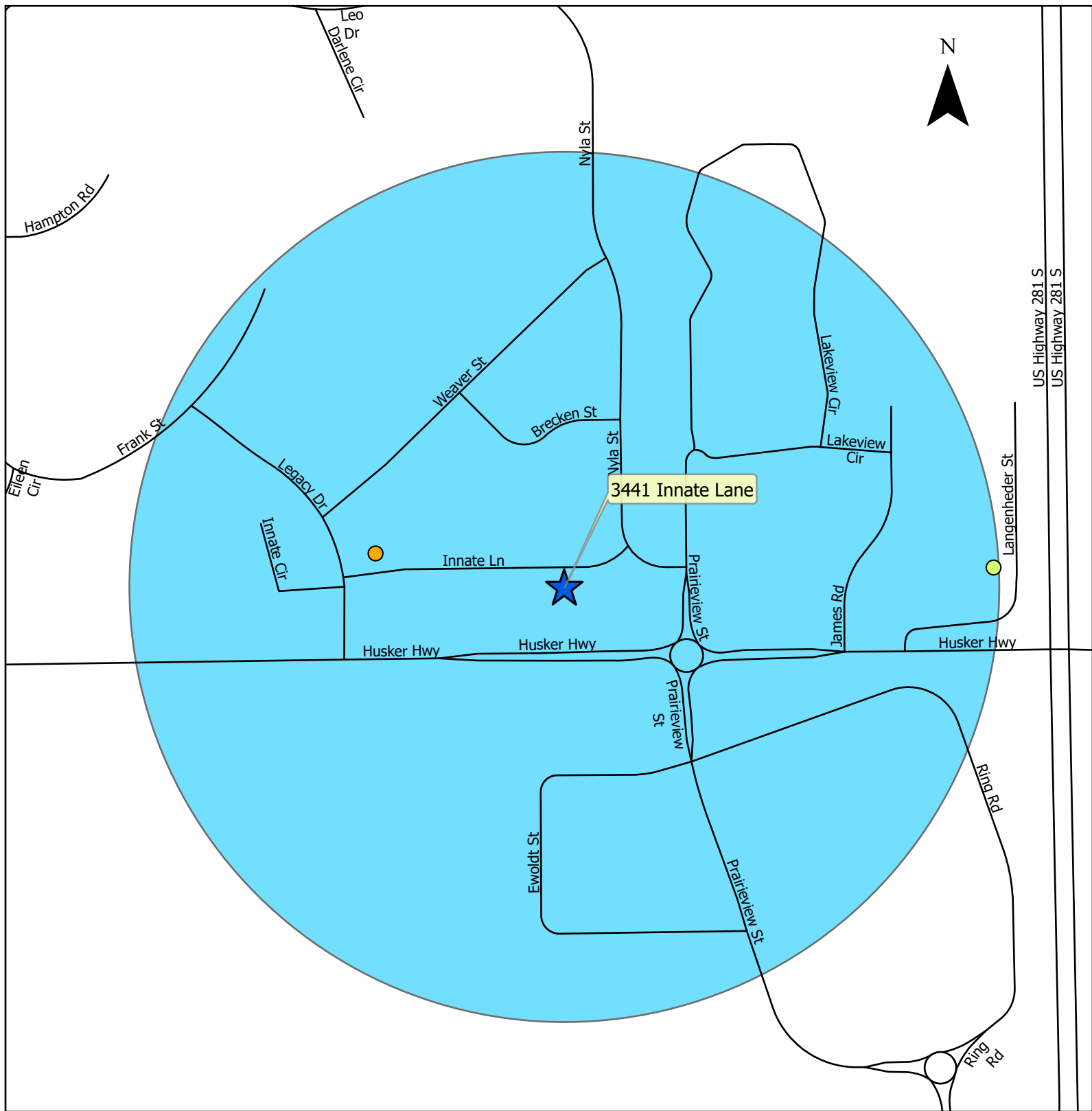
RECOMMENDATION: Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

SAMPLE MOTION: Move to approve a Class "C" Liquor License for Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane and Liquor Manager Designation for Margarita T. Younes-Holz, 110 Second Street, Kearney, Nebraska

ATTACHMENTS:

1. Map
2. Police Report
4. Resolution

Liquor License Application
Class "C": Teta Hospitality, Inc dba Hampton Inn



US Highway 281 S
US Highway 281 S

Legend

★ 3441 Innate Lane

License Type

- Non-Class C Liquor Licenses
- Class C Liquor Licenses

0 225 450 Feet



Grand Island Police Department

Officer Report for Incident L26020149

Nature: Liquor Lic Inv
Location: PDSW

Address: 3441 INNATE LN
Grand Island NE 68803

Offense Codes:

Received By: Dvorak T **How Received:** T **Agency:** GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T **Disposition:** CLO 02/02/26
When Reported: 14:39:48 02/02/26 **Occurred Between:** 14:39:48 02/02/26 and 14:39:48 02/02/26

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant:

Last: **First:** **Mid:**
DOB: **/**/** **Dr Lic:** **Address:**
Race: **Sex:** **Phone:** **City:** ,

Offense Codes

Reported: **Observed:**

Circumstances

LT14 LT14 Hotel/Motel/Etc.

Responding Officers: **Unit :**
Dvorak T 309

Responsible Officer: Dvorak T **Agency:** GIPD
Received By: Dvorak T **Last Radio Log:** **:**:**: **/**/**
How Received: T Telephone **Clearance:** CL CL Case Closed
When Reported: 14:39:48 02/02/26 **Disposition:** CLO **Date:** 02/02/26
Judicial Status: **Occurred between:** 14:39:48 02/02/26
Misc Entry: **and:** 14:39:48 02/02/26

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description
02/02/26	Name	Holz, Jarrod D Spouse

02/03/26

02/02/26	Name	Younes, Paul J	Owner
02/02/26	Name	Younes, Linda M	Owner
02/02/26	Name	Younes-Holz, Margarita	Manager
02/02/26	Name	Hampton Inn,	Location

Narrative

309

Hampton Inn

Teta Hospitality Inc, a corporation owned by the Younes family from Kearney, has applied for a new Class C liquor license; beer, wine and distilled spirits on and off sale; for their new Hampton Inn hotel currently under construction in the Prairie Commons District.

Responsible LEO:

Approved by:

Date

Supplement

309

New Hampton Inn

An application for a Class C liquor license was received for a new Hampton Inn, which is currently under construction. Teta Hospitality Inc is the corporation formed for the ownership of the new Hampton Inn at Prairie Commons. Paul and Linda Younes are the owners of the corporation. Margarita (Maggie) Younes-Holz is listed as the proposed liquor manager for the new hotel. Jarrod Holz is listed as Maggie's non-participating spouse.

I am aware that Younes Hospitality, based in Kearney, is a large multifaceted corporation and the family has many holdings. I previously approved liquor licenses, involving these same four principles in 2022, for the Fairfield Inn & Suites and the Candlewood Suites hotels in Grand Island. I checked with the Nebraska Liquor Commission, and found that the members of the Younes family of corporations currently have nine active liquor licenses. I looked back to 2022 in my background checks. I found nothing disqualifying.

The Grand Island Police Department does not object to Teta Hospitality Inc; DBA Hampton Inn; being issued a Class C liquor license or for Margarita Younes-Holz named as the liquor manager for the new hotel, located at 3441 Innate Lane in Prairie Commons.

R E S O L U T I O N 2026-36

WHEREAS, an application was filed by Teta Hospitality, Inc , dba Hampton Inn, 3441 Innate Lane Grand Island, Nebraska, for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on January 31; 2026 such publication cost being \$9.20; and

WHEREAS, a public hearing was held on February 10, 2026 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

BE IT FURTHER RESOLVED, that the City of Grand Island hereby recommends approval of Margarita T. Younes-Holz, 110 Second Street, Kearney, Nebraska for liquor manager.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 7.b.

Subject: Public Hearing on Request from Amye Webster for Conditional Use Permit to Allow for a Small RV Campground Site located at 1333 E Stolley Park Road.

#2026-37 - Approving Request from Amye Webster for Conditional Use Permit to Allow for a Small RV Campground Site located at 1333 E Stolley Park Road

Staff Contact: Chad Nabity

BACKGROUND:

This request is for Council approval to allow for a Recreational Vehicle Par. The current zoning classification TA (transitional agricultural) allows campgrounds a permitted use but is requires a conditional use for a recreational vehicle park. Conditional uses in the zoning code must be approved or denied by the City Council in the form of a conditional use permit after a finding that the proposed use will or will not comply with the purposes as identified in the Code. Council may add any conditions they feel are necessary to make the proposed use compatible with surrounding uses.

Section 36-2 of the Grand Island Zoning Code, Purposes: This chapter has been made in accordance with a comprehensive plan and to promote the health, safety, and general welfare of the community; to lessen congestion in streets; to secure safety from fire and other dangers; to provide adequate light and air; to promote the distribution of population, land classifications and land development to support provisions for adequate transportation, water flows, water supply, drainage, sanitation, recreation, and other public requirements; to protect property against blight and depreciation; and to secure economy in government expenditures.

DISCUSSION:

The Transitional Agriculture district is designed to allow some non-agriculture uses while limiting the most intense agriculture uses because of the close proximity to the municipal limits. Uses like campgrounds and RV Parks provide for economic uses that provide interim

income from these properties until they are ready to develop to more permanent urban uses.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon these operations.

1). USE: The proposed uses are limited the operation of a Recreational Vehicle Park with no more than 8 spots located to the west of the existing driveway onto the property from Stolley Park Road

2). PRIMARY CONDITIONS: The permit may continue as long as the following conditions are met:

(a) The number of Recreational Vehicles (RV) parked on site shall be no more than eight (8) at any one time.

(b). RV parking stalls shall be designed to the following meet or exceed the minimum standards: A space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20 x 9 or 18 x 10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

(c). No RV's shall be stored on site except on approved RV parking stalls as defined above.

(d). No RV shall be parked in a parking stall for a period exceeding one hundred and eighty (180) consecutive calendar days.

(e). Landscape screening consisting of no less than two (2) shade trees, two (2) ornamental or evergreen trees and six (6) shrubs shall be installed for every one hundred (100) feet or fraction thereof of street frontage beginning fifty (50) feet east of the driveway on Stolley Park and extending to Stuhr Road and along Stuhr Road to the south property line of the parcel. Trees and shrubs shall be maintained, trimmed and replaced if damaged, diseased or dead.

(f) Access to the property shall only be allowed from the existing driveway on Stolley Park Road. The owner shall be responsible for all permits and improvements required by the Hall County Road Department.

(g) The owner shall install necessary wastewater facilities according to the rules and regulations of the state of Nebraska and acquire all necessary permits prior to beginning operation.

(h). All dead trees, rubbish, and debris, if any, must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

(i). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

(j). Owner shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(k). Owner shall maintain any and all drainage ditches that may be located upon the real property.

(l). Owner shall begin the operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 6 months the permit shall become void and a new permit shall be obtained before becoming once again operational.

It appears that this application and proposal will meet or exceed the established conditions as the proposed.

FISCAL IMPACT: The is no fiscal impact.

ALTERNATIVES:

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

RECOMMENDATION:

Approve the request with the identified conditions presented by City Administration, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

SAMPLE MOTION: Move to approve resolution 2026-37

ATTACHMENTS:

1. Application
2. Resolution

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Small RV Campground
(8 spots)
2. The owner(s) of the described property is/are: Amnye Webster
3. The legal description of the property is: (see attached)
4. The address of the property is: 1333 E Stolley Park Rd.
5. The zoning classification of the property is: Transitional Agriculture
6. Existing improvements on the property is: None
7. The duration of the proposed use is: unlimited
8. Plans for construction of permanent facility is: _____
9. The character of the immediate neighborhood is: Golf Course to the West,
Pasture and Farm Ground to the North, East & South.
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: (see attached)

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

1-5-26

Date

Amnye Webster

Owners(s)

308-380-2244

Phone Number

2121 S. Stuhr Rd.

Address

Grand Island, NE 68801

City

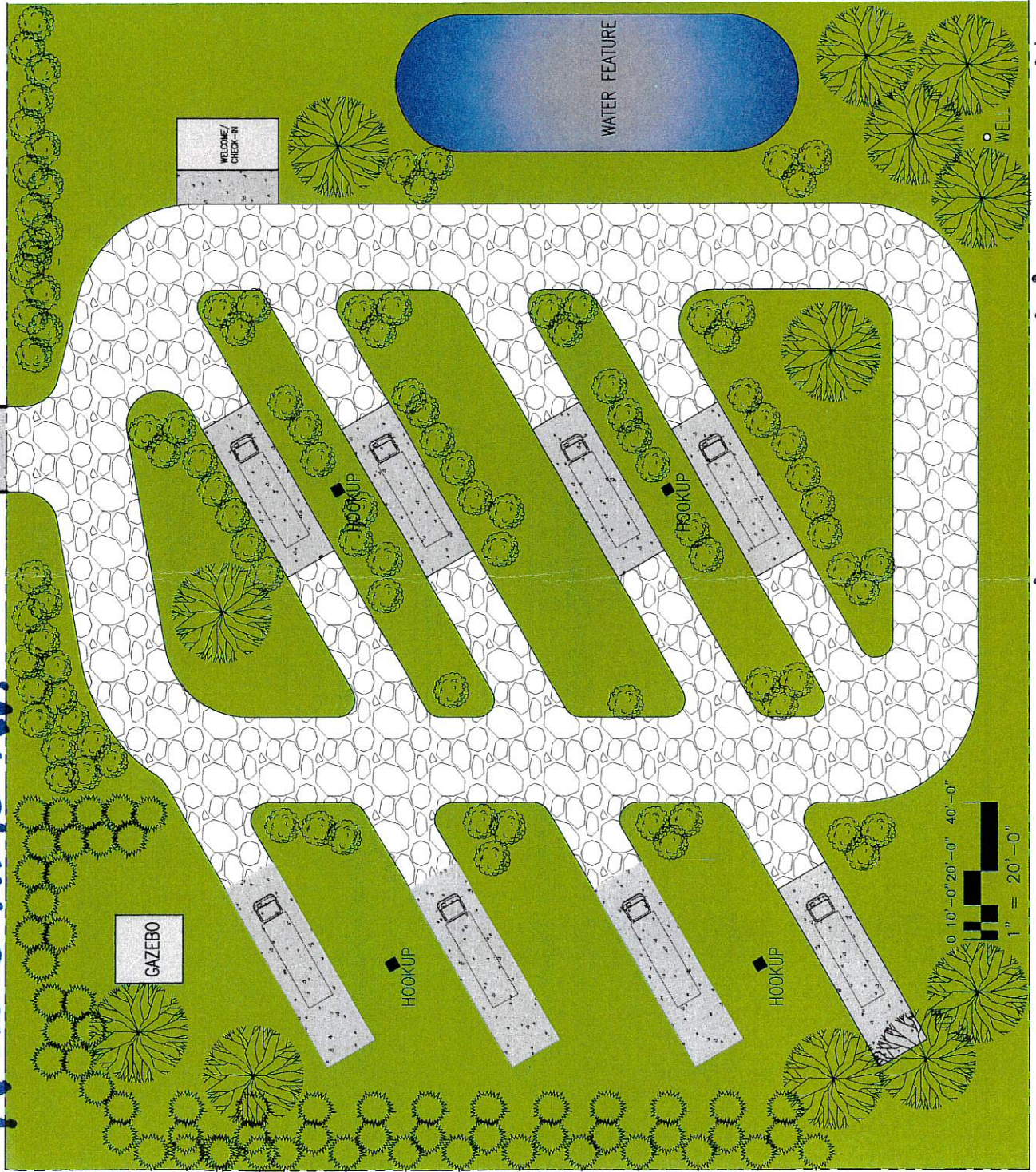
State

Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Whoa Time RV

STOLLEY PARK ROAD



-Upscale and short term ONLY-

#11

Explanation of Request:

My location at the crossroads of South Stuhr Road and East Stolley Park Road lends itself perfectly to become the home of a small, comfortable, upscale RV Park. The plan is to establish and maintain just eight, roomy, well landscaped camper pads for Fonner Park visitors, event competitors or vendors. Campers will find a secluded, well appointed place to camp and stay while they enjoy their time in the Grand Island area.

Each individual space will offer a hydrant for water, an electric hook-up and a septic connection to keep our campers as comfortable as possible. A variety of shade and evergreen trees will provide privacy and comfort during each campers stay here. The western fenceline of the RV Park will be lined with an elevated earth berm that is well landscaped and planted to provide privacy to campers and shield the park from passing traffic on Stuhr Road.

The approach into the park will be either concrete or pavement to provide the necessary gravel barrier to access East Stolley Park. The perimeter road connecting the eight sites within the RV Park will be gravel, but each individual camper parking pad will be either asphalt or concrete for solid, level parking. Of course, a secure, perimeter fence will separate the RV Park from Stuhr and Stolley Park Roads.

Aesthetically, the park will enhance the intersection and complement the already beautiful corner where pasture ground and Fonner View Golf Course meet. Close proximity to Fonner Park Horse Racing, Grand Island Casino Resort, year round livestock events and of course, the Nebraska State Fair, will make it a welcome addition to the area.

My own past experience owning and operating the Longhorn Arena Event Center and restaurant, including 200 equine stalls and thirty camper hookups, which were well maintained and always ready to welcome competitors, families and vendors to the facility. The Longhorn Arena was located near Mt. Vernon, Missouri. Letters of recommendation from my years there have been included.

James W. Carsel

13866 Hwy DD
Miller, MO 65707

October 26, 2025

Dear Sir or Madam,

Please accept this recommendation of my friend and business acquaintance, Amye Webster.

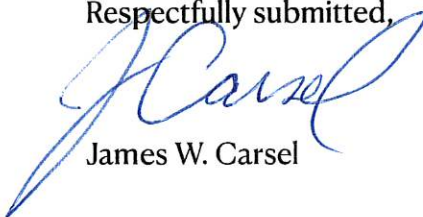
In 2017, I concluded my service to the U.S. Marine Corps. Having family in Southern Missouri, I returned to the area in hopes of restoring my involvement with horses and farrier work.

Ms. Webster had a small apartment available on the property of the Longhorn Arena, which she rented to me. We also agreed upon the lease and the use of a block of stalls. From 2017, to the sale of the Longhorn Arena in 2022, I maintained residence upon the grounds.

During those years, I witnessed an ongoing routine of maintenance, improvement and promotion of the property. Events were smooth and professionally welcomed and managed at the Longhorn facility every weekend, year after year. The restaurant became the center of the revolving door of horse events and activities there. It was well run, the staff was content and worked hard, and let me say the food was good!

In my opinion, if Ms. Webster wishes to establish a business/property in Grand Island, NE, it will be beautiful and welcoming to anyone fortunate enough to pay it a visit.

Respectfully submitted,



James W. Carsel

November 1, 2025

Becky Shelton Phillips
Reining Horses Unlimited
312 Center Point Road
Elkland, MO 65664

To whom it may concern:

Recently, Amye Webster reached out to me, asking for my help in providing her with a letter of recommendation. I readily agreed.

When I met Amye, she had just purchased the Longhorn Arena. This was facility in Mt. Vernon, MO, consisting of two indoor arenas, a restaurant, 30 camper hook-ups and approximately 200 stalls. The last time I had seen this facility, it was in a state of disrepair and was thoroughly immersed in a heated lawsuit between partner owners. Amye spent most of a year untangling the legal conflicts to actually be able to be able to complete the purchase of the property.

She went on to thoroughly clean up the place, implement numerous needed upgrades and long overdue maintenance. Gradually, she was able to establish and manage a very busy calendar of events to keep the Longhorn Arena busy and profitable.

My experience with Amye is that she worked hard to make the Longhorn Arena a beautiful and welcoming place. She has always been fair and professional in her dealings. We miss her here in Missouri, but know that she will be an asset to her family and even to the community, now that she has returned to Nebraska.

Respectfully submitted,

Becky Phillips

Becky Shelton Phillips
NRHA Judge & Trainer

Amye Webster
2121 S. Stuhr Rd.
Grand Island, NE 68801

January 29, 2026

Hello Neighbor,

I hope this note finds you well. While I may feel new to the community again, Grand Island has long been home to my family. I raised my children here before spending the last thirteen years in Missouri. During that time, I owned and managed an equine event facility with over 200 stalls, 30 camper hookups, two indoor arenas and a cowboy themed restaurant. As life has a way of doing, my children now have families of their own — and, as many of you know, grandchildren have a strong pull. That pull brought me back to Nebraska, and I feel very fortunate to now call the peaceful corner property at East Stolley Park and South Stuhr Road my home. It has quickly become a place of comfort and calm for me, and I truly appreciate the beauty of this area.

I am writing to share an idea I am considering and, most importantly, to invite conversation. My hope is to develop a small, thoughtfully designed RV park on the northwest portion of my property. This would be a very limited campground of just eight spacious, well-landscaped RV sites, intended primarily for short-term visitors attending events at Fonner Park, the Nebraska State Fair, or nearby livestock and community events.

My goal is to create something quiet, respectful, and well maintained — a place that blends into the surroundings rather than changes them. Each site would have basic utilities, and significant attention would be given to landscaping, trees, and privacy. Along the western edge of the property, an elevated earth berm with tasteful plantings is planned to help buffer road noise and maintain privacy for both campers and neighbors.

For most of my life, I have made my living, training and working with horses — work I have loved, but which is physically demanding. As I enter this new season of life as a grandmother, I am looking for a way to continue working in a meaningful way that is a little easier on my body, while still allowing me the flexibility to spend time with my grandchildren and personal horses. This small RV park reflects that balance and is a natural extension of the hospitality and care I have always enjoyed providing.

I care deeply about this corner of our community and want any improvements here to enhance the area, not detract from it. I believe a small, carefully managed RV park can complement the existing landscape where pasture ground meets the Fonner View Golf Course, while remaining unobtrusive to nearby homes.

This idea will be discussed at the upcoming City Council meeting on February 10 at 7:00 p.m. Before then, I genuinely welcome any questions, thoughts, or concerns you may have. Please feel free to reach out to me directly at 308-380-2244 — I would truly appreciate the opportunity to visit with you.

Thank you for taking the time to read this, and I look forward to being part of this neighborhood once again.

Warm regards,

A handwritten signature in green ink that reads "Amye Webster". The signature is fluid and cursive, with the first name "Amye" being more prominent than the last name "Webster".

The applicant sent this to surrounding property owners.

202502326



NEBRASKA DOCUMENT STAMP TAX	
Date	5 - 1 - 2025
\$ 1237.50	By VF

ENTERED AS INSTRUMENT NC

202502326

STATE OF NEBRASKA)
COUNTY OF HALL) SS

2025 MAY 01 PM 02:35

*Kristi Wild*REG OF DEEDS
ELECTRONICALLY RECORDED
RECORDING FEE \$16.00

Return to: Denise D. Myers
P.O. Box 505
Cairo, NE 68824

WARRANTY DEED

That Grantors, Charles S. Fisher and Julie Fisher, husband and wife, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, convey to Amye Webster, a single person, Grantee, the following described real estate (as defined in Neb. Rev. Stat. Sec. 76-201) in Hall County, Nebraska:

X3 Part of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-six (26), Township Eleven (11) North, Range Nine (9), West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:
Beginning at a point on the North line of said Section Twenty-six (26), which point is 40.0 feet East of the northwest corner of said Section Twenty-six (26); thence running Southerly and 40.0 feet Easterly from and parallel to the West line of said Section Twenty-six (26), for a distance of 660.5 feet; thence running Easterly and parallel to the North line of said Section Twenty-six (26), a distance of 620.0 feet; thence running Northerly and parallel to the West line of said Section Twenty-six (26), a distance of 660.5 feet to the North line of said Section Twenty-six (26); and thence running Westerly along and upon the North line of said Section Twenty-six (26), for a distance of 620.0 feet to the point of beginning;

Subject to County Road right-of-way over the Northerly 33.0 feet of the tract.

Grantors covenant with the Grantee that Grantors:

1. are lawfully seized of such real estate and that it is free from encumbrances except easements, covenants, and restrictions of record;
2. have legal power and lawful authority to convey the same;
3. warrant and will defend the title to the real estate against the lawful claims of all persons.

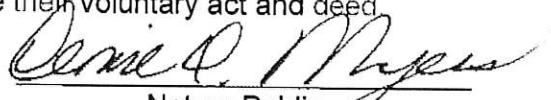
DATED: May 1st, 2025.

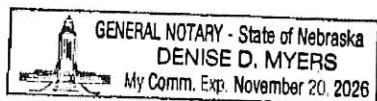
Charles S. Fisher
Charles S. Fisher, Grantor

Julie Fisher
Julie Fisher, Grantor

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on May 15th 2025, by Charles S. Fisher and Julie Fisher, husband and wife, to be their voluntary act and deed.


Notary Public



RESOLUTION 2026-37

RESOLUTION REGARDING APPROVAL OF A CONDITIONAL USE PERMIT LOCATED IN PART OF THE NW ¼, NW ¼ 6-11-9.

WHEREAS know all men by these presents, that Amye Webster, the owner of Parcel # 400207753 located in the NW ¼, NW ¼ 6-11-9, is requesting a conditional use permit to operate a Recreational Vehicle Park in the City of Grand Island Zoning Jurisdiction; and

WHEREAS, Recreational Vehicle Parks are allowed by Conditional Use Permit in the TA: Transitional Agricultural Zone; and

WHEREAS, the property is located in the NW ¼, NW ¼ 6-11-9, east of Stuhr Road and south of Stolley Park Road; and

WHEREAS, the requested use is allowed as a conditional use as set forth in City Code Chapter 36 Section 60 (B); and,

WHEREAS, the proposed conditional use is located in an undeveloped area of the City's Jurisdiction; and,

WHEREAS, the proposed conditional use is consistent with the City's Comprehensive Plan and Zoning Regulations, is located in an area which minimizes disruption to the health, welfare, and safety of the citizens of Grand Island; and,

WHEREAS, all notice requirements of Grand Island City Code Chapter 36 Section 90 have been complied with; and,

WHEREAS, the following terms and conditions have been proposed by the City:

1). USE: The proposed uses are limited the operation of a Recreational Vehicle Park with no more than 8 recreational vehicle pads located to the west of the existing driveway onto the property from Stolley Park Road

2). PRIMARY CONDITIONS: The permit may continue as long as the following conditions are met:

(a) The number of Recreational Vehicles (RV) parked on site shall be no more than eight (8) at any one time.

(b). RV parking stalls shall be designed to the following meet or exceed the minimum standards: A space for parking a recreational vehicle within a campground or other allowed place consisting of no less than 800 square feet with a minimum width of 12 feet. Improvements included within the pad space include 1 hard surfaced improved parking space of not less than 180 square feet (20 x 9 or 18 x 10) and 2 hard surfaced improved parallel tire pads of not less than 2.5 feet by 24 feet.

(c). No RV's shall be stored on site except on approved RV parking stalls as defined above.

(d). No RV shall be parked in a parking stall for a period exceeding one hundred and eighty (180) consecutive calendar days.

(e). Landscape screening consisting of no less than two (2) shade trees, two (2) ornamental or evergreen trees and six (6) shrubs shall be installed for every one hundred (100) feet or fraction thereof of street frontage beginning fifty (50) feet east of the driveway on Stolley Park and extending to Stuhr Road and along Stuhr Road to the south property line of the

parcel. Trees and shrubs shall be maintained, trimmed and replaced if damaged, diseased or dead.

(f) Access to the property shall only be allowed from the existing driveway on Stolley Park Road. The owner shall be responsible for all permits and improvements required by the Hall County Road Department.

(g) The owner shall install necessary wastewater facilities according to the rules and regulations of the state of Nebraska and acquire all necessary permits prior to beginning operation.

(h). All dead trees, rubbish, and debris, if any, must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

(i). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

(j). Owner shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(k). Owner shall maintain any and all drainage ditches that may be located upon the real property.

(l). Owner shall begin the operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 6 months the permit shall become void and a new permit shall be obtained before becoming once again operational.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, grants the applicants request for a conditional use permit authorizing Amye Webster to operate a Recreational Vehicle Park on property NW ¼, NW ¼ 6-11-9, east of Stuhr Road and south of Stolley Park Road, approximately 5 acres that this use is granted upon passage of this resolution subject to subject to the terms and conditions set forth above.

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 7.c.

Subject: Public Hearing on Request from Industrial Tower West for Conditional Use Permit for a Telecommunications Tower Site located at 1231 Allen Drive, South of W. 13th Street, (South of Target) on the West Side of Bosselman's Pump & Pantry

#2026-38 - Approving Request from Industrial Tower West for Conditional Use Permit for a Telecommunications Tower Site located at 1231 Allen Drive, South of W. 13th Street, (South of Target) on the West Side of Bosselman's Pump & Pantry

Staff Contact: Rashad Moxey

BACKGROUND: This request is for approval of a conditional use permit to allow for the construction of a 50-foot Aesthetic Telecommunications Light Pole to improve Indoor Voice & Data Coverage for the Viaero Wireless Network. The property is currently zoned B-2, General Business. The Grand Island Zoning Code requires that all telecommunication towers receive the approval of the City Council in the form of a conditional use permit prior to construction.

Section 36-173 of the Grand Island City code provides in-depth information on the preferred location of a Tower. City Code indicates that Commercial Zones are the second most preferred locations for towers, and this site is located in one. The intent of the tower and telecommunication facilities and antenna regulations is to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

DISCUSSION: This request is for approval to construct a 50-foot Aesthetic Telecommunications Light Pole to improve Indoor Voice & Data Coverage for the Viaero Wireless Network. The applicant previous had a leased site on the rooftop of BestBuy and is familiar with the area. The proposed tower location must meet the separation requirements (750 ft.) from all other towers. It is estimated to be more than 1,900 ft from the closest

Telecommunications Tower.

The City code specifies ten items to be submitted with the application for a tower development permit; all of those items have been submitted, except for;

1. the engineering of the tower and foundation design, and
2. a building permit application for the proposed tower.

It appears reasonable to delay the submittal of these two items until after the City Council has approved the location. At the time of a request for a building permit, the engineering for the construction of the tower and improvements will need to be submitted before a building permit is issued.

Information attesting to a diligent effort to collocate with any towers within a one-mile radius has been submitted by the applicant. There were six towers identified within the one mile radius of the proposed site, none of the towers will facilitate the applicant's proposed needs.

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon these operations.

1. **USE:** Construct and operate a 50-foot Aesthetic Telecommunications Light Pole to improve Indoor Voice & Data Coverage for the Viaero Wireless Network at 1231 Allen Drive.

2. **PRIMARY CONDITIONS:** The permit may continue as long as the following conditions are met:

The height of the tower and all antennas shall not exceed 50 feet.

a. No tower shall be permitted to exceed 200 ft above the ground level of the Central Nebraska Regional Airport's Runway if it is within 3 miles of said runway.

b. The tower shall not interfere with any existing public easements.

c. All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

d. No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

e. Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

f. Applicant shall begin the operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 6 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

It appears that this application and proposal will meet or exceed the established conditions as

the proposed.

FISCAL IMPACT: There is no fiscal impact.

ALTERNATIVES:

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

RECOMMENDATION: Approve the request with the identified conditions presented by City Administration, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

SAMPLE MOTION: Move to approve resolution 2026-38

ATTACHMENTS:

1. Application
2. EXHIBIT A
3. EXHIBIT B
4. EXHIBIT C
5. EXHIBIT D
6. EXHIBIT E
7. EXHIBIT F
8. EXHIBIT G
9. EXHIBIT H1
10. EXHIBIT H2
11. EXHIBIT H3
12. EXHIBIT H4
13. EXHIBIT H5
14. EXHIBIT I
15. EXHIBIT J
16. Resolution

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Wireless Telecommunication Tower (50-FT Light Pole) for the VIAERO WIRELESS Network. *See enclosed Exhibits.
2. The owner(s) of the described property is/are: (Improvements) INDUSTRIAL TOWER WEST, LLC. *See enclosed EXHIBIT B - 5-Page Option Agreement For Permanent Easement.
3. The legal description of the property is: Lots 3 & 4, Meadowlark West Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska. *See enclosed EXHIBIT C - Survey Drawing.
4. The address of the property is: 1231 Allen Drive. *See enclosed EXHIBIT D - Address of Property Map.
5. The zoning classification of the property is: B-2 General Business Zone. *See enclosed EXHIBIT E - Zoning District Map.
6. Existing improvements on the property is: Bosselman's Pump & Pantry Convenience Store. *See enclosed EXHIBITS F1 & F2 - Pictures of the Site.
7. The duration of the proposed use is: Unknown.
8. Plans for construction of permanent facility is: 2026.
9. The character of the immediate neighborhood is Business - Retail.
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested. *See enclosed EXHIBIT G1 - 200-FT Radius Map and EXHIBIT G2 - List of Property Owners within 200 Feet.
11. Explanation of request: Construct a 50-FT Aesthetic Telecommunications Light Pole to improve Indoor Voice & Data Coverage for the VIAERO WIRELESS Network in the immediate area. The Wireless Telecommunication Tower will comply with Article 36-XI and all other Zoning Rules & Regulations. *See enclosed Exhibits.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

11/4/25
Submitted 12/26/25

Date

(308) 370-0383 Chris Riha
(970) 467-3199 Jon Becker

Phone Number

Chris R. Riha
Chris R. Riha, Site Acquisition Specialist
1811 W. 2nd Street, Suite 455, Grand Island, NE 68803
INDUSTRIAL TOWER WEST, LLC

Owners(s)

2825 E. Beaver Avenue

Address

Fort Morgan,
City

Colorado
State

80701
Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

**Photo Simulation of Aesthetic 50-FT
Telecommunications Light Pole looking Northwest**



Article 36-XI
Wireless Communication Towers

36-170 Location Of Towers, Construction Standards And Collocation

A. Towers shall be permitted conditional uses of land in only those zoning districts where specifically listed and authorized in this code. **The proposed Use is located in the B-2 Zoning District, that permits “Towers” as a Conditional Use in 36-68, B2, Conditional Uses. See enclosed EXHIBIT E – Zoning District Map.**

B. No person shall develop, construct, modify or operate a tower upon any tract of land within the zoning jurisdiction of the City prior to approval of its application for a Tower Development Permit by the Mayor and City Council and issuance of the permit by the City. Applicants shall submit their application for a Tower Development Permit to the Building Department in triplicate and shall pay a filing fee in accordance with the City of Grand Island Fee Schedule. **See enclosed Application Fee Check #2759, in the Amount of \$1,000.00.**

C. All towers, telecommunications facilities and antennas on which construction is commenced within the zoning jurisdiction of the City after February 12, 2020, shall conform to the Building Code and all other construction standards set forth in the City Code, federal and state law, and applicable Industry standards. Upon completion of construction of a tower and prior to the commencement of use, an engineer's certification that the tower is structurally sound and in conformance with all of the aforementioned applicable regulatory standards shall be filed with the Building Department. **Site Plan/Construction Drawings, Foundation Drawings, Pole Drawings, Etc., will be submitted with the Building Permit Application that will reveal the Pole meeting Federal, State & Local Construction Standards. See enclosed EXHIBIT H5 – Letter from a Nebraska-Licensed Professional Engineer.**

D. It is the policy of the City to minimize the number of towers and to encourage the collocation of antennas of more than one wireless services provider on a single tower. **The proposed Aesthetic 50-FT Telecommunications Light Pole will be designed to accommodate several other 3rd Party Antennas, subject to the Size and Shape.**

36-171 Application To Develop A Tower

Prior to commencement of development or construction of a tower, an application shall be submitted in **triplicate** to the Building Department for a Tower Development Permit and shall include the following:

A. The name, address and telephone number of the owner and if applicable, the lessee of the tract of land upon which the tower is to be located. Applicants shall include the owner of the tract of land and all persons having an ownership interest in the proposed tower. The application shall be executed by all applicants. **See submitted Conditional Use Permit Application and EXHIBIT B – 5-Page Option Agreement For Permanent Easement.**

B. The legal description and address of the tract of land on which the tower is to be located. **See submitted Conditional Use Permit Application and EXHIBIT C – Survey/Site Plan Drawings, & EXHIBIT D – Address of Property Map.**

C. The names, addresses and telephone numbers of all owners of other towers or useable antenna support structures within a one (1) mile radius of the location of the proposed tower, including publicly and privately owned towers or structures. See EXHIBIT H1 and EXHIBIT H2.

D. An affidavit attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicant's telecommunications facilities on a tower or useable antenna support structure within a one (1) mile radius of the proposed tower location or written technical evidence from an engineer that the applicant's telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure within a one (1) mile radius of the proposed tower location. See EXHIBIT H1 thru EXHIBIT H6.

E. Written evidence from an engineer that the proposed tower will meet the Building Code, all other construction standards set forth by the City Code and federal and state law and applicable Industry standards. Site Plan/Construction Drawings, Foundation Drawings, Pole Drawings, Etc., will be submitted with the Building Permit Application that will reveal the Pole meeting Federal, State & Local Construction Standards. See enclosed EXHIBIT H5 – Letter from a Nebraska-Licensed Professional Engineer.

F. Color photo simulations showing the proposed location of the tower with a photo-realistic representation of the proposed tower as it would appear viewed from the nearest residential zoned property and nearest roadway, street or highway. See EXHIBIT A1 – Simulated Picture.

G. A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning district, adjacent land uses and zoning districts (including when adjacent to other municipalities or the County), adjacent roadways, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, landscaping, fencing, and finished color, method of camouflage and illumination, parking, utility runs and other information deemed necessary to assess compliance with this Article. The proposed Aesthetic 50-FT Telecommunications Light Pole will be accompanied with an Outdoor Cabinet for the Radio Equipment and a Backup Generator, all secured by a 6+/- Foot Decorative Concrete Block Wall that will be similar to the Convenience Store's Garbage Wall. See EXHIBIT A1 – Simulated Picture and EXHIBIT J – Preliminary Site Plan Drawings.

H. A clear and complete written statement of purpose which shall minimally include: (a) a description of the objective to be achieved; (b) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (c) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Nebraska-licensed professional engineer. See EXHIBIT H1 thru EXHIBIT H5.

I. Descriptions and diagrams of the proposed tower, telecommunications facilities and antennas, manufacturer's literature, appurtenances such as buildings, driveway, parking area and fences or other security enclosures with sufficient detail to allow persons reviewing the application to understand the kind and nature of the proposed facility. **See EXHIBIT J – Preliminary Site Plan Drawings.**

J. An application for a building permit pursuant to Chapter 8 of the City Code. **Site Plan/Construction Drawings, Foundation Drawings, Pole Drawings, Etc., will be submitted with the Building Permit Application that will reveal the Pole meeting Federal, State & Local Construction Standards.**

36-173 Preferred Tower Locations

A. All new towers are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (5):

1. manufacturing zones; **There are not any Manufacturing Zones located in the immediate area.**
2. commercial zones; **There is a Commercial Development Zone being constructed on the North Side of W. 13th Street. Our Rooftop Antenna Site's Lease located on the BestBuy Building was terminated. A Permanent Replacement is now located @ Bosselman's Pump & Pantry Convenience Store.**
3. other non-residential zoning districts; **The Bosselman's Pump & Pantry Convenience Store is located in a B-2 Zoning District. See EXHIBIT E – Zoning District Map.**
4. parcels of land in residential zoning districts; **Not being considered.**
5. designated historic districts. **Not being considered.**

B. The applicant for a tower shall address these preferences in an alternative sites analysis prepared pursuant to §36-174 below. **See EXHIBIT I – Alternative Site Analysis.**

36-174 Alternative Sites Analysis

A. For a tower, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate. **See EXHIBIT I – Alternative Site Analysis.**

B. A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites. **See EXHIBIT I – Alternative Site Analysis.**

C. For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives the applicant will provide (a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise Radio Frequency ("RF") data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective. **See EXHIBIT I – Alternative Site Analysis and EXHIBIT H1 thru EXHIBIT H5.**

36-175 Setbacks And Separation Or Buffer Requirements

A. All towers up to fifty (50) feet in height shall be set back on all sides a distance equal to the underlying setback requirement in the applicable zoning district. Towers in excess of fifty (50) feet in height shall be set back one additional foot for each foot of tower height in excess of fifty (50) feet, except where such setback is from property owned, controlled and/or maintained by the City of Grand Island and the City Council finds in granting the permit that reducing such additional setback will not cause harm to the intended use of the public property. The height of a tower shall be measured from the grade at the foot of the base pad to the top of any telecommunications facilities or antennas attached thereto. Setback requirements shall be measured from the base of the tower to the property line of the tract of land on which it is located. **The proposed Aesthetic 50-FT Telecommunications Light Pole will have a Setback Distance of 20+/- Feet from the South Property Line and 50+ feet from all other Property Lines. See EXHIBIT C – Survey/Site Plan Drawings.**

B. Towers exceeding one hundred (100) feet in height may not be located in any residential zoned district and must be separated from all residential zoned land and occupied structures other than those utilized by the tower owner, by a minimum of two hundred (200) feet or one hundred percent (100%) of the height of the proposed tower, whichever is greater. **The proposed Use is less than 100 Feet in Height and is not located in/near a Residential Zoning District.**

C. Towers of one hundred (100) feet or less in height may be located in residential zoned districts provided said tower is separated from any residential structure, school, church, and/or occupied structures other than those utilized by the tower owner, by a minimum of one hundred percent (100%) of the height of the proposed tower. **The proposed Aesthetic 50-FT Telecommunications Light Pole is not located in/near a Residential Zoning District and is located 50+/- West of Bosselman's Pump & Pantry Convenience Store – the nearest structure.**

D. Towers must meet the following minimum separation requirements from other towers:

1. Monopole tower structures shall be separated from all other towers, whether monopole, self-supporting lattice, or guyed, by a minimum of seven hundred fifty (750) feet. **The proposed Aesthetic 50-FT Telecommunications Light Pole is more than 1,900 Feet from the closest Telecommunications Tower.**

2. Self-supporting lattice or guyed towers shall be separated from all other self-supporting or guyed towers by a minimum of one thousand five hundred (1,500) feet. **N/A.**

36-176 Illumination And Security Fences

A. Towers shall not be artificially lighted except as required by the Federal Aviation Administration (FAA). In cases where there are residential zoned properties located within a distance of 300% of the height of the tower, any tower subject to this Article shall be equipped with lighting that minimizes its effect on residential zoned properties. **The proposed Aesthetic 50-FT Telecommunications Light Pole will comply with this Local and Federal Regulation.**

B. All self-supporting lattice or guyed towers shall be enclosed within a security fence or other structure designed to preclude unauthorized access. Monopole towers shall be designed and constructed in a manner which will preclude to the extent practical, unauthorized climbing of said structure. **The proposed Aesthetic 50-FT Telecommunications Light Pole will be secured by a 6+/- Foot Decorative Concrete Block Wall that will be similar to the Convenience Store's Garbage Wall. See EXHIBIT J – Preliminary Site Plan Drawings, Page 10 of 10.**

36-177 Exterior Finish, Notice, Signs And Visual Impact

A. Exterior Finish . Towers shall have an exterior finish which enhances compatibility with adjacent land uses, subject to review and approval by the City Council as part of the application approval process. **The proposed Aesthetic 50-FT Telecommunications Light Pole with be accompanied with an Outdoor Cabinet for the Radio Equipment and a Backup Generator, all secured by a 6+/- Foot Decorative Concrete Block Wall that will be similar to the Convenience Store's Garbage Wall. See EXHIBIT A1 – Simulated Picture and EXHIBIT J – Preliminary Site Plan Drawings.**

B. Notice . For purposes of this Article, any Tower Development Permit shall require notice to surrounding property owners located within two hundred (200) feet of the legal boundary of the real property where the tower is to be located. An applicant or its designee shall provide this list to the City. **See EXHIBIT G1 – 200-FT Radius Map and EXHIBIT G2 – List of Property Owners within 200 Feet.**

C. Signs . No tower may bear any signage or advertisement(s) other than signage required by law or expressly permitted or required by the City. **Only Federal Requirement Signs are to be placed on the Decorative Concrete Block Wall.**

D. Visual Impact . All towers are encouraged to be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the tower. **The proposed Aesthetic 50-FT Telecommunications Light Pole will be secured by a 6+/- Foot Decorative Concrete Block Wall that will be similar to the Convenience Store's Garbage Wall. See EXHIBIT A1 – Simulated Picture.**

36-178 Landscaping

All tracts of land on which towers, antenna support structures, telecommunications facilities and/or antennas are located shall be subject to the landscaping requirements of the City Code. **The Landscaping requirement will be complied with. See EXHIBITS F1 & F2 – Pictures of the surrounding proposed Site.**

OPTION AGREEMENT FOR PERMANENT EASEMENTGrand Island, Nebraska, Mountain Tower & Land, LLC

Charles D. Bosselman Family Trust, (the "Grantor"), whose mailing address is P.O. Box 4905, Grand Island, NE 68802, for the consideration of One Thousand Dollars (\$1,000.00) in hand paid ("Option Payment"), hereby grants to Mountain Tower & Land, LLC, a Colorado limited liability company, or its designee, (the "Grantee") whose mailing address is 1224 West Platte Avenue, Fort Morgan, Colorado 80701, an Option to Purchase (the "Option") a Permanent Easement, Access Easement, and Utility Easement (together the "Easement") for the construction and operation of a telecommunications tower and related improvements ("Improvements"). The Easement shall be substantially in the form attached hereto and incorporated herein.

The Parties further agree as follows:

1. **Parcel:** The "Parcel" is generally described as:

A triangular tract of land approximately 40+/- Feet Base x 40+/- Feet Height, located approximately 20 feet West of the Mountain Tower & Land, LLC convenience store as more specifically drawn in the attached survey located in the Meadowlark West Fourth Subdivision, Lot 3, Grand Island, Nebraska, also identified by Hall County Assessor as Part of Parcel #400396475.

A completed survey will be attached to the form of Permanent Easement at closing.

2. **Term:** The "Term" of this Option shall be for a period of Twelve (12) months following the Effective Date, as provided below, and shall expire after the end of the Twelve (12) month period unless, prior to the end of said period, Grantee exercises its Option hereunder as provided below. In the event that Grantee chooses not to exercise this Option, Grantor will keep the Option Payment as full and complete compensation. The Option will be terminated immediately and both Grantor and Grantee will have no further obligations of any kind.
3. **Survey:** A survey of the Easement within the above-described property will be prepared by a Nebraska registered surveyor, at Grantee's expense within 60 days after the Effective Date and a legal description of the Easement mutually acceptable to both the Grantor and Grantee will be prepared.
4. **Governmental Approvals:** The exercise of this Option is contingent upon Grantee obtaining all necessary local, state & federal governmental approvals to construct a 50-foot light pole and related improvements within the Parcel described above. Grantor authorizes Grantee to make all necessary applications for governmental approvals. Grantee will pay for all necessary governmental approvals. Grantor also authorizes Grantee to conduct any tests or surveys Grantee deems as necessary on the Parcel at Grantee's expense during the term of this Option.



OPTION AGREEMENT FOR PERMANENT EASEMENTGrand Island, Pump & Pantry

5. **Title:** Grantee agrees to pay all costs and expenses of obtaining an owner's title insurance policy and will pay all closing costs and recording fees associated with this transaction in the event that Grantee chooses to exercise its Option.
6. **Total Purchase Price:** In the event all local, state and federal governmental approvals are granted and the land is deemed acceptable, in Grantee's sole opinion, by Grantee for the stated purpose, Grantor shall sell and assign the Easement to Grantee for and in consideration of [] for a "Total Purchase Price", with the Option Payment of One Thousand Dollars (\$1,000.00), to be credited towards the Total Purchase Price.
7. **Closing:** Grantee may acquire the Easement at any time during the term of this agreement by giving Grantor, at Grantor's address above, written notice of Grantee's election to exercise the Option. The closing of the transaction shall be within 30 days after Grantor's receipt of such notice at a location and time mutually acceptable to the parties.
8. **Clarification of Additional Easements:** In conjunction with the granting of the Easement to Grantee, Grantor further agrees to grant an Access Easement and Utility Easement, all necessary for operation of the Improvements within the Permanent Easement Parcel and constructing and delivering electric power, telephone or fiber connections by either above ground or underground lines to the Easement. The location of such Access Easement and Utility Easement shall be at locations acceptable to Grantor and Grantee. Approvals for required future easements to install telephone or fiber connections required to operate the Improvements shall not unreasonably be withheld and shall be granted with no additional cost owed to Grantor.
9. **Additional Provisions:**
 - a. Grantee shall pay all escrow closing fees, title insurance premiums, recording fees, transfer fees (if any), Nebraska documentary stamp tax (if any), electricity construction, access development, and Grantee's attorney fees for representing Grantee's interest.
 - b. Grantor shall pay all administration costs in conveying clean and clear title, free from liens, personal property removal, and Grantor's attorney fees for representing Grantor's interest.
 - c. The Parties agree to conduct an inspection of the Premises, both prior to and after the completion of construction of the Improvements. In the event that any damage is discovered to the property due to the construction of the Improvements, Grantee shall be responsible for and will repair any such damage, including but not limited to damage to growing grass, landscaping, and underground sprinklers. *Grantee shall also be responsible for any repairs to any, underground storage tanks, lines, or systems, including any clean-up by any governmental authority or by Grantee including any disruption of existing contamination and its related clean-up.*
 - d. All real estate taxes pertaining to the Easement will be paid by Grantor. Any personal property taxes or taxes for Improvements on the Easement made by

Page 2 of 11

OPTION AGREEMENT FOR PERMANENT EASEMENT
Grand Island, Pump & Pantry Site

Grantee shall be paid by Grantor.

- e. Grantor is allowed to utilize the area located outside of the tower's security fence so long as Grantor's use does not affect Grantee's use and performance of Grantee's technology. Grantee may also utilize the area outside of the security fence at any time and may increase the area to be fenced in, without notice to Grantor, so long as the use or fenced in area is within the Easement area granted herein.
 - f. Grantee is responsible for maintaining the Easement area within/around the tower's security fence. Grantee's security fence shall conform to same color/style of the existing fence located on the property near the easement area.
 - g. Should Grantee or its successors or permitted assigns fail to use the Easement Area for telecommunications purposes for a period of (24) consecutive months, Grantee or its successors or assigns shall, within (90) days, remove all Improvements, including personal and mixed property thereon, and restore the Easement Area to substantially the same condition as received, reasonable wear and tear excepted, so that the property may be used for agricultural purposes.
 - h. If the location of the Access or Utility Easement needs to be changed by the Grantor any time after the execution of the Easement Agreement herein, the survey, drafting of a new access easement agreement, recording of the executed easement agreement, and construction of the new easement, shall be paid by Grantor.
10. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor, its officers and employees harmless from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from Grantee's construction and operation of a telecommunications tower and related facilities as set forth herein, [REDACTED] BBR
- [REDACTED] Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case.
11. **Assignment:** Grantee may assign this Option, together with the rights and obligations associated with the Easement, at any time, to any legal entity, by giving written notification of the assignment to Grantor at the address noted above. This provision shall survive closing.
12. **Modification:** This Option shall only be modified by written agreement of all parties.
13. **Effective Date:** This Option is executed and effective as of the date of the Grantor's notarized signature below.

OPTION AGREEMENT FOR PERMANENT EASEMENTGrand Island, E Pump & Pantry Site

14. Time is of the Essence of this Agreement: Dated this 12th day of March, 2025 at 10:00 a.m. This Option is void if not accepted by Grantor by the 11th day of April, 2025 by 5:00 P.M. 12th JB

Grantor: Charles D. Bosselman Family Trust

By: Brandi Bosselman
 Name: Brandi Bosselman
 Title: Trustee

Grantee:

Mountain Tower & Land, LLC

By: Jon Becker
 Name: Jon Becker
 Title: Vice-President

Grantor:

STATE OF NEBRASKA)
) ss:
 COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 12th day of May, 2025, by Brandi Bosselman, Trustee of the Charles D. Bosselman Family Trust.

Witness my hand and official seal.

Jean M Matheny
 Notary Public

[SEAL]



My commission expires: Septem. 23, 2025

Grantee:

Witness my hand and official seal.

My commission expires: 11-22-2027



GRAND ISLAND CONESTOGA POLE SITE PLAN
LOTS 3 & 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

NOTE:
PROPOSED 50' TOWER
LAT. - 40°55'51.52550" N
LONG. - 98°22'48.95936" W
NAVD 83
BASE ELEV. = 1873 NAVD88

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- G GOVERNMENT DISTANCE
- M PLATTED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE
- TA RECORDED DISTANCE (TIMOTHY AITKEN 04/25/2002)
- PROPOSED POLE SITE
- OVERHEAD POWER POLE
- GUY WIRE
- SANITARY SEWER MANHOLE
- ELECTRICAL PULL BOX
- STORM SEWER MANHOLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- STORM SEWER GRATE
- TRAFFIC SIGNAL
- GAS MANHOLE
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE

- 1696 EXISTING CONTOUR
- OHE OVERHEAD POWER LINE
- G UNDERGROUND NATURAL GAS LINE
- SAN SANITARY SEWER LINE
- ST STORM SEWER LINE
- UGE UNDERGROUND POWER LINE
- FO FIBER OPTIC LINE

Project No.: 251372
Date: 9/4/2025
QAQC: AG
Scale: 1" = 40'
Field Book: GRAND ISLAND #21
Field Crew: BS/RM
Drawn By: MLD



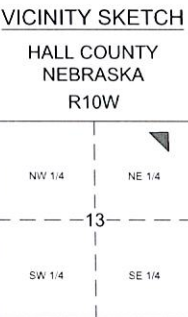
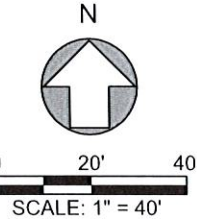
JEO CONSULTING GROUP
319 N Locust St.
Grand Island, NE 68801
308.381.7428
JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of
Authorization Number: CA-0069



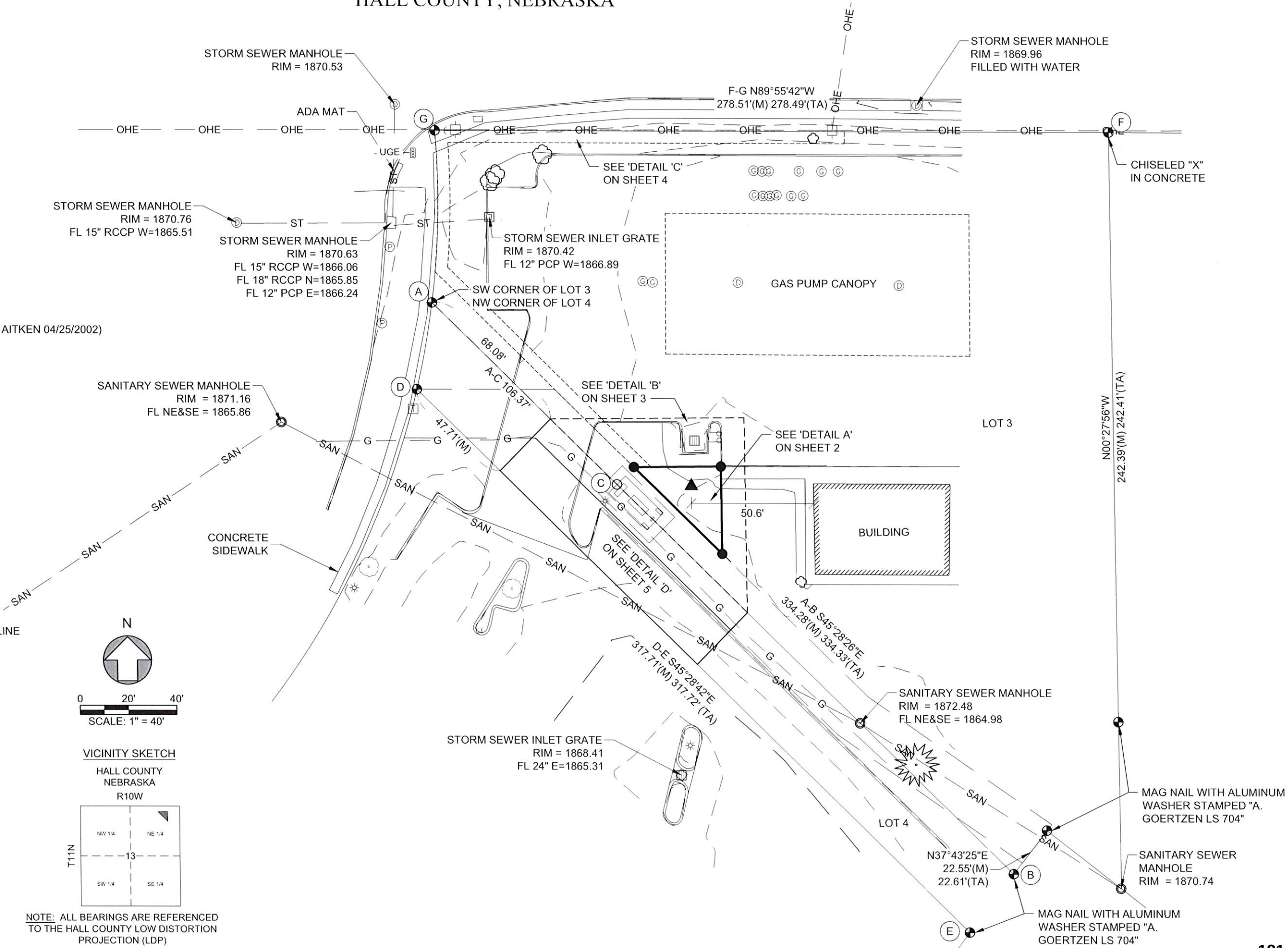
US SURVEY FEET (sft)

Sheet 1 of 5

Survey File No.: 2025-159



NOTE: ALL BEARINGS ARE REFERENCED
TO THE HALL COUNTY LOW DISTORTION
PROJECTION (LDP)



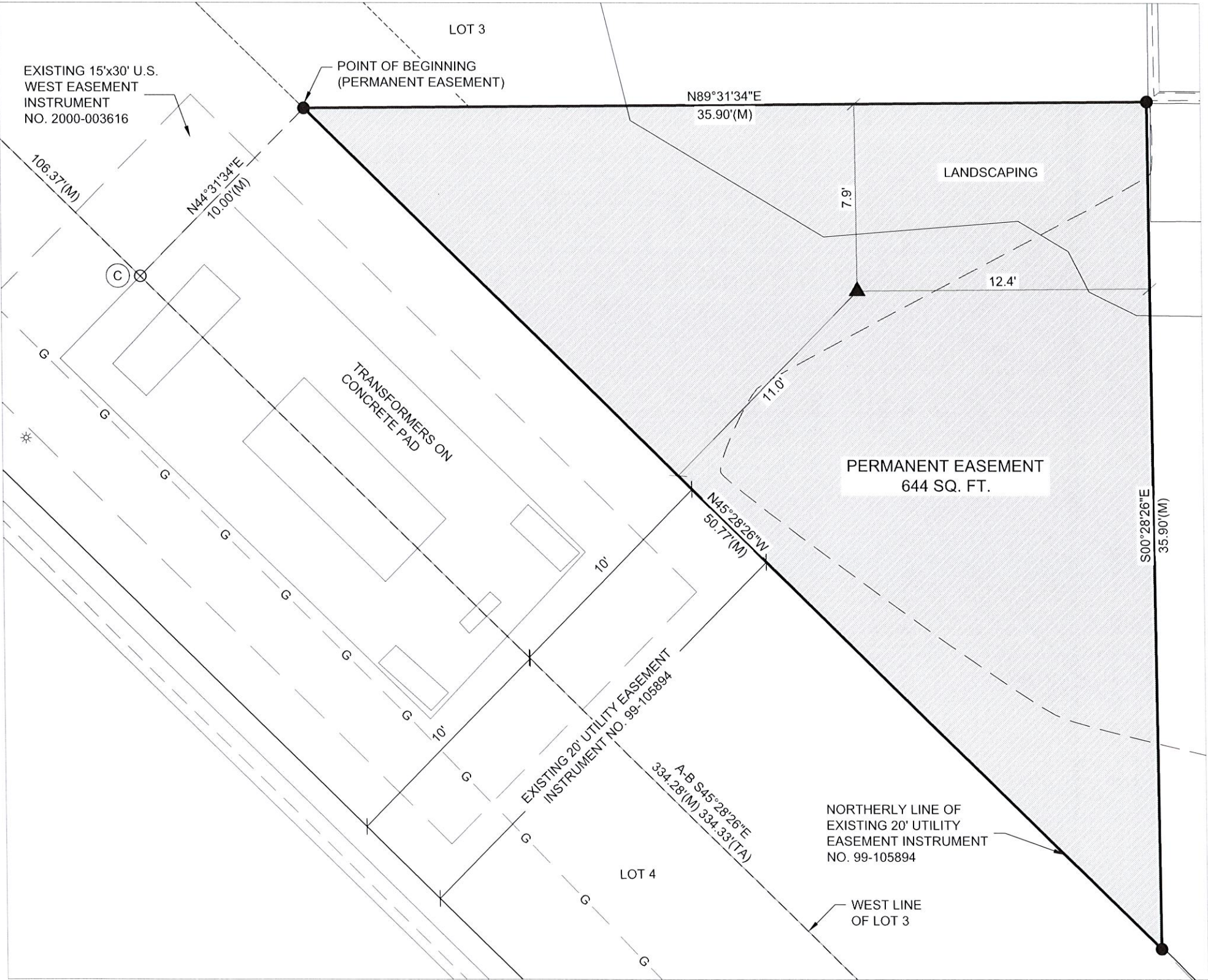
GRAND ISLAND CONESTOGA TOWER POLE PLAN
LOT 3 & 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

PERMANENT EASEMENT:

A PARCEL OF LAND LOCATED IN LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION; THENCE S45°28'26"E (BASIS OF BEARING BEING THE HALL COUNTY LOW DISTORTION PROJECTION) ON THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 106.37 FEET; THENCE N44°31'34"E, PERPENDICULAR TO SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE NORTHERLY LINE OF AN UTILITY EASEMENT AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 99-105894, ALSO BEING THE POINT OF BEGINNING; THENCE N89°31'34"E, A DISTANCE OF 35.90 FEET; THENCE S00°28'26"E, A DISTANCE OF 35.90 FEET TO SAID NORTHERLY LINE; THENCE N45°28'26"W ON SAID NORTHERLY LINE, A DISTANCE OF 50.77 FEET TO THE POINT OF BEGINNING, CONTAINING 644 SQ. FT., MORE OR LESS.

BLANKET ACCESS EASEMENT:

LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA,



Project No.: 251372
Date: 9/4/2025
QAQC: AG
Scale: 1" = 5'
Field Book: GRAND ISLAND #21
Field Crew: BS/RM
Drawn By: MLD



JEO CONSULTING GROUP

319 N Locust St.
Grand Island, NE 68801
308.381.7428

JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com

Organization Certificate of
Authorization Number: CA-0069

US SURVEY FEET (sft)

Sheet 2 of 5

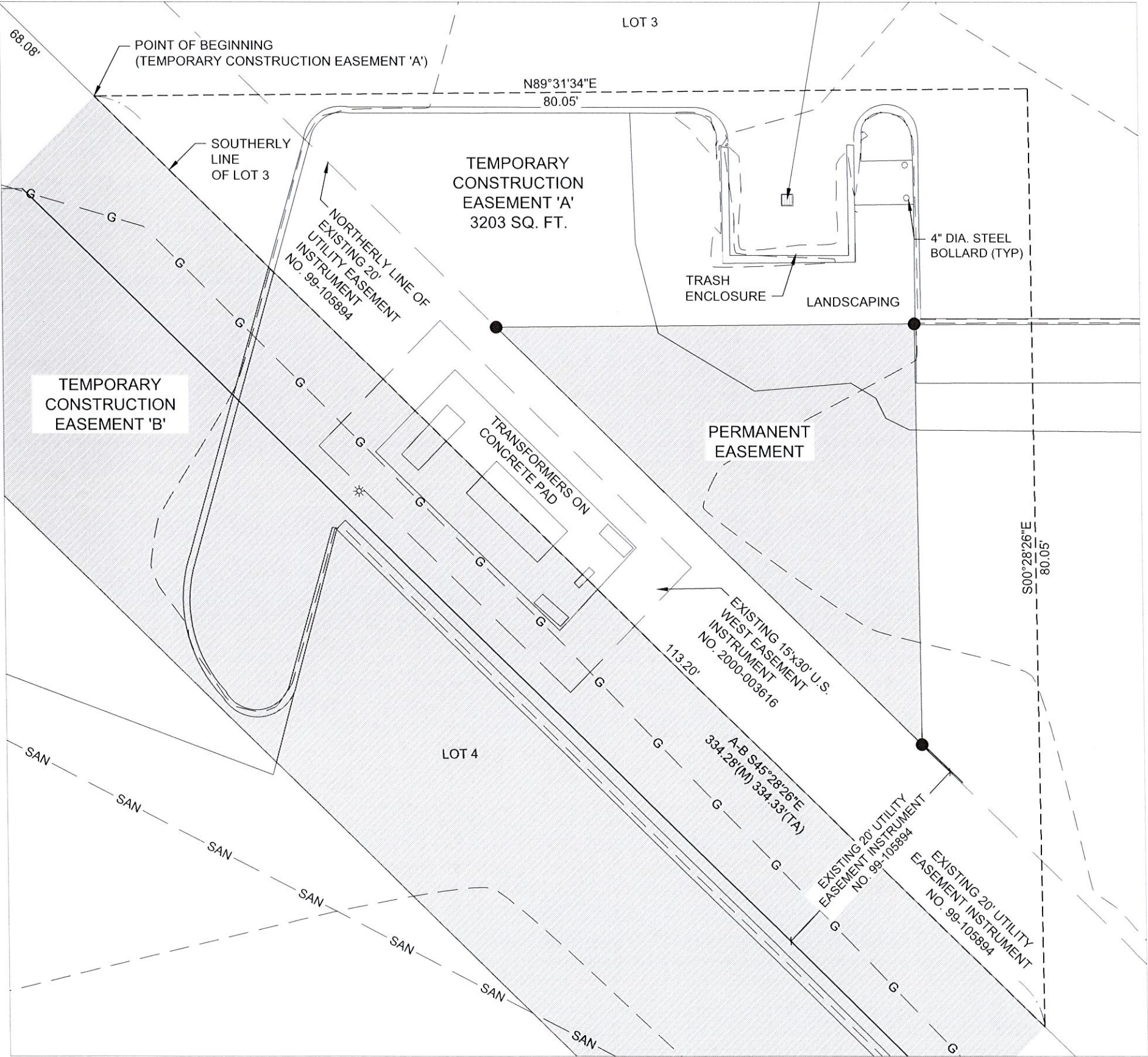
Survey File No.:

2025-159

GRAND ISLAND CONESTOGA POLE SITE PLAN
LOT 3 & 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

TEMPORARY CONSTRUCTION EASEMENT A:

A PARCEL OF LAND LOCATED IN LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION; THENCE S45°28'26"E (BASIS OF BEARING BEING THE HALL COUNTY LOW DISTORTION PROJECTION) ON THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 68.08 FEET TO THE POINT OF BEGINNING; THENCE N89°31'34"E, A DISTANCE OF 80.05 FEET; THENCE S00°28'26"E, A DISTANCE OF 80.05 FEET TO SAID SOUTHERLY LINE; THENCE N45°28'26"W, ON SAID SOUTHERLY LINE, A DISTANCE OF 113.20 FEET TO THE POINT OF BEGINNING, CONTAINING 3203 SQ. FT., MORE OR LESS.



Project No.: 251372

Date: 9/4/2025

QAQC AG

Scale: 1" = 10'

Field Book: GRAND ISLAND #21

Field Crew: BS/RM

Drawn By: MLD



JEO CONSULTING GROUP
319 N Locust St.
Grand Island, NE 68801
308.381.7428
JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of
Authorization Number: CA-0069

 **US SURVEY FEET (sFT)**

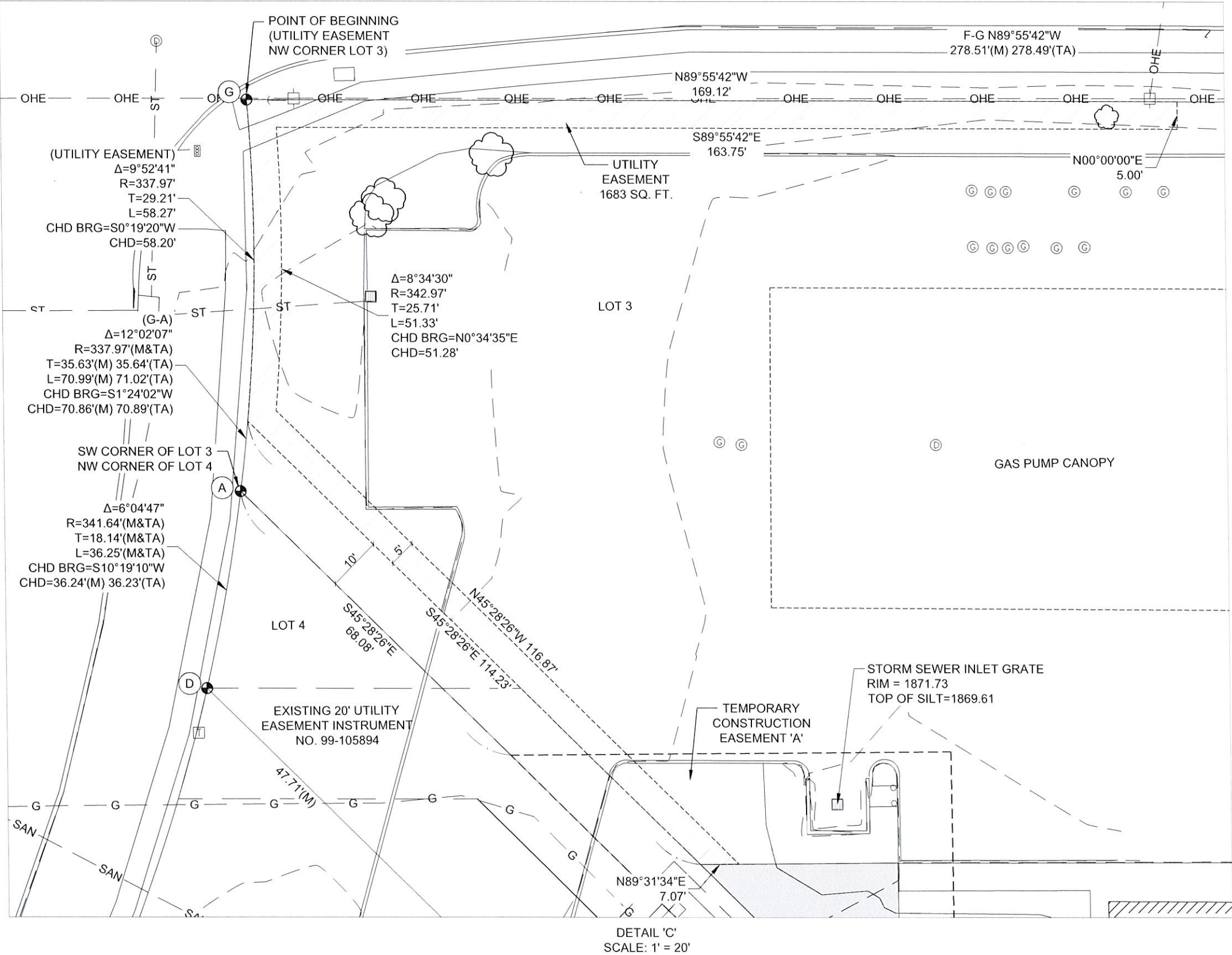
Sheet 3 of 5

Survey File No.: 2025-159

GRAND ISLAND CONESTOGA POLE SITE PLAN
LOT 3 & 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

UTILITY EASEMENT:

A PARCEL OF LAND LOCATED IN LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3, MEADOWLARK WEST FOURTH SUBDIVISION; THENCE SOUTHWESTERLY ON THE WEST LINE OF SAID LOT 3 ON A 337.97 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.27 FEET, THE CHORD OF SAID CURVE BEARS S00°19'20"W (BASIS OF BEARING BEING THE HALL COUNTY LOW DISTORTION PROJECTION), A DISTANCE OF 58.20 FEET; THENCE S45°28'26"E, PARALLEL WITH AND 10.00 DISTANT FROM THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 114.23 FEET; THENCE N89°31'34"E, A DISTANCE OF 7.07 FEET; THENCE N45°28'26"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID SOUTHERLY LINE, A DISTANCE OF 116.87 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ON A 342.97 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 51.33 FEET, THE CHORD OF SAID CURVE BEARS N00°34'35"E, A DISTANCE OF 51.28 FEET; THENCE S89°55'42"E, PARALLEL WITH AND 5.00 FEET DISTANT FROM THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 163.75 FEET; THENCE N00°00'00"E, A DISTANCE OF 5.00 FEET TO SAID NORTH LINE; THENCE N89°55'42"W ON SAID NORTH LINE, A DISTANCE OF 169.12 FEET TO THE POINT OF BEGINNING, CONTAINING 1683 SQ.FT., MORE OR LESS.



Project No.: 251372

Date: 9/4/2025

QAQC: AG

Scale: 1" = 20'

Field Book: GRAND ISLAND #21

Field Crew: BS/RM

Drawn By: MLD



JEO CONSULTING GROUP

319 N Locust St.
Grand Island, NE 68801
308.381.7428

JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com

Organization Certificate of
Authorization Number: CA-0069

 **US SURVEY FEET (±FT)**

Sheet 4 of 5

Survey File No.: 2025-159

GRAND ISLAND CONESTOGA POLE SITE PLAN
LOT 3 & 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

TEMPORARY CONSTRUCTION EASEMENT 'B':

A PARCEL OF LAND LOCATED IN LOT 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 4, MEADOWLARK WEST FOURTH SUBDIVISION; THENCE S45°28'26"E (BASIS OF BEARING BEING THE HALL COUNTY LOW DISTORTION PROJECTION) ON THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 68.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°28'26"E ON SAID NORTHERLY LINE, A DISTANCE OF 113.20 FEET; THENCE S44°31'18"W, A DISTANCE OF 29.95 FEET; THENCE N45°28'42"W, PARALLEL WITH SAID NORTHERLY LINE, A DISTANCE OF 113.20 FEET; THENCE N44°31'18"E, A DISTANCE OF 29.96 FEET TO THE POINT OF BEGINNING, CONTAINING 3391 SQ.FT., MORE OR LESS.

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF INDUSTRIAL TOWER WEST. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND CREATE A METES AND BOUNDS DESCRIPTION OF FOUR EASEMENTS IN LOTS 3 & 4, MEADOWLARK WEST FOURTH SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE A 3/4" OPEN TOP PIPE OR AS NOTED. ALL MONUMENTS SET ARE A 5/8"x24" REBAR WITH A PLASTIC CAP STAMPED "A. GOERTZEN LS 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R12i GNSS ROVER RECEIVER UTILIZING THE SEILER INSTRUMENTS REAL TIME NETWORK OR A R12i GNSS BASE RECEIVER.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

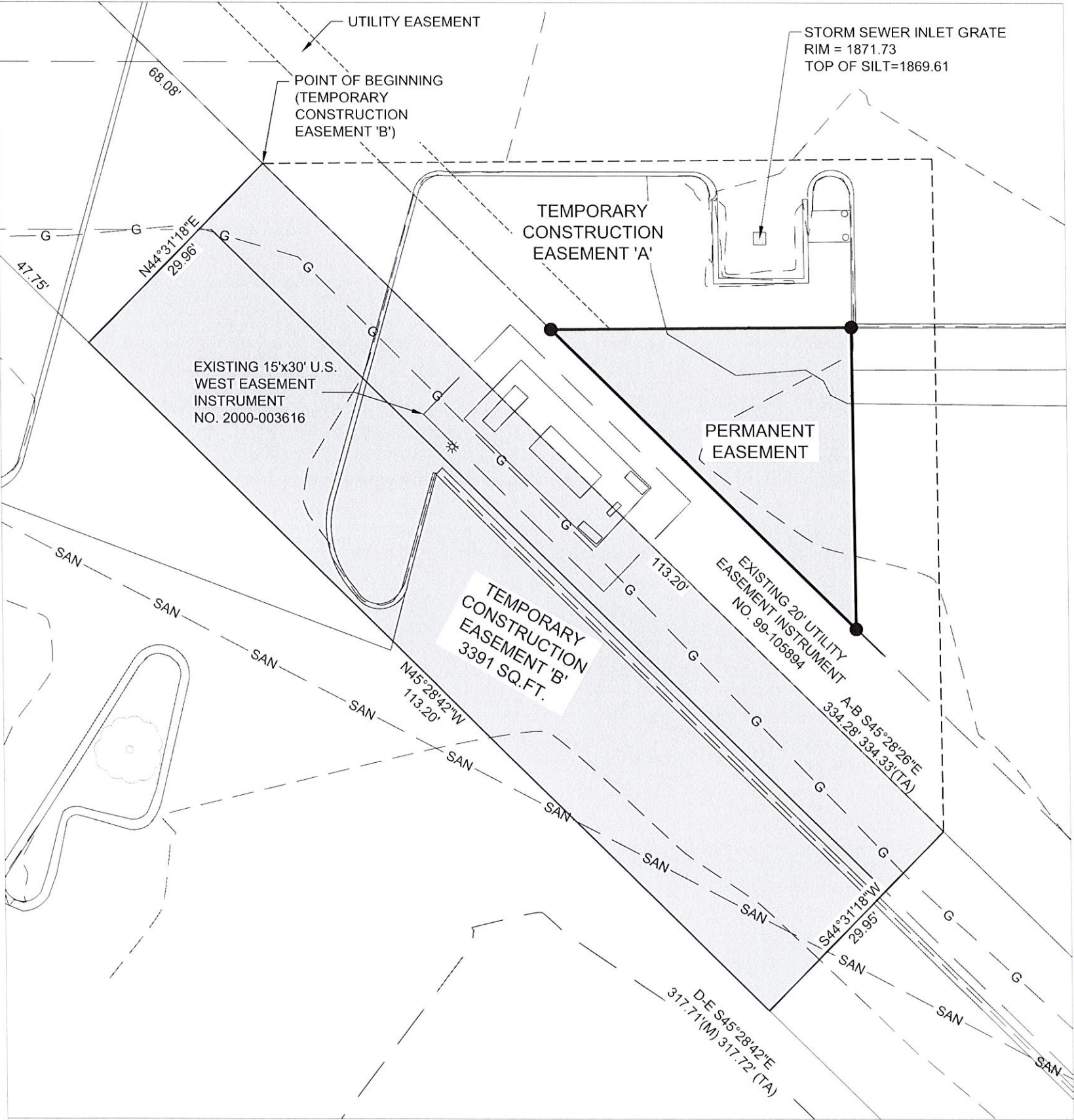

ADAM J. GOERTZEN, PLS 704



Project No.: 251372
Date: 9/4/2025
QAQC: AG
Scale: 1" = 15'
Field Book: GRAND ISLAND #21
Field Crew: BS/RM
Drawn By: MLD

JEO CONSULTING GROUP
319 N Locust St.
Grand Island, NE 68801
308.381.7428
JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of
Authorization Number: CA-0069

 **US SURVEY FEET (sft)**
Sheet 5 of 5
Survey File No.: 2025-159



DETAIL 'D'
SCALE: 1' = 15'

Address of Property

Hall County / Grand Island GIS



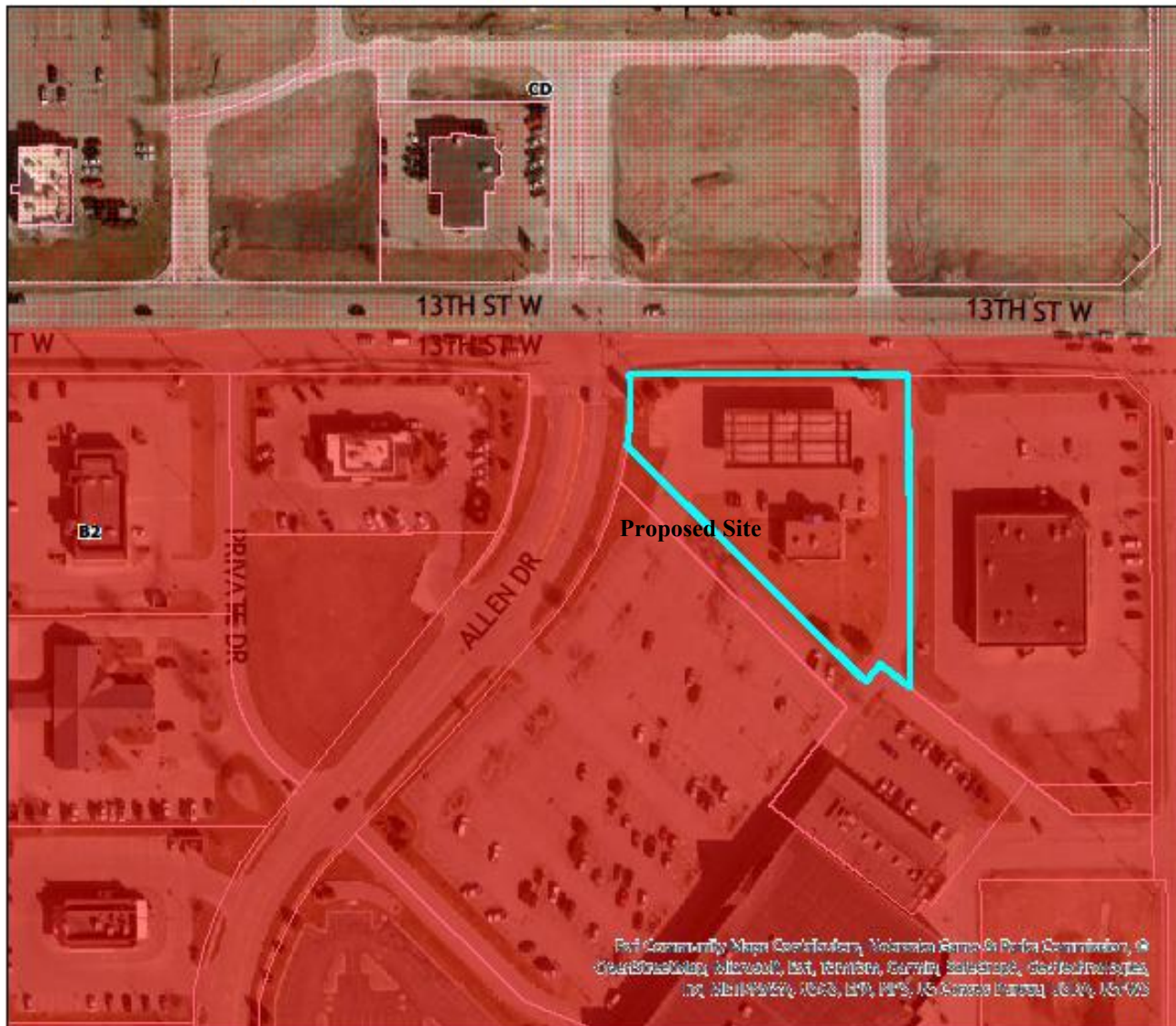
This map is produced via the Hall County / Grand Island GIS Viewer. The use of this map, and the data that produced it, are provided as a service to the user and are not the official government records of Hall County or the City of Grand Island, Nebraska. This map and the data contained herein may contain information that is incorrect, out of date, or may have otherwise out-of-date data that is part of the official government records. This map and the data contained herein is provided "AS IS".

Hall County and the City of Grand Island disclaim and exclude all warranties, express or implied, including without limitation any warranty of title, merchantability, fitness for a particular purpose or use, or freedom from infringement of third party intellectual property rights, or arising from course of dealing, course of performance or usage of trade. The user shall be solely liable for user's use or dissemination of any copyrighted, intellectual property, proprietary information, or trade secrets.

If any provisions above are held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder and shall in no way affect, impair, or invalidate any other provisions.

Zoning District Map

Hall County / Grand Island GIS



This map is produced via the Hall County / Grand Island GIS Viewer. The use of this map, and the data that produced it, are provided as a service to the user and are not the official government records of Hall County or the City of Grand Island, Nebraska. This map and the data contained herein may contain information that is incorrect, out of date, or may inadvertently omit data that is part of the official government records. This map and the data contained herein is provided "AS IS".

Hall County and the City of Grand Island disclaim and exclude all warranties, express or implied, including without limitation any warranty of title, merchantability, fitness for a particular purpose and/or, freedom from infringement of third party intellectual property rights, or arising from course of dealing, course of performance or usage of trade. The user shall be solely liable for user's use or dissemination of any copyrighted, intellectual property, proprietary information, or trade secrets.

If any provisions above are held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder and shall in no way affect, impair, or invalidate any other provisions.

Aesthetic Pole Site looking East



Aesthetic Pole Site looking West



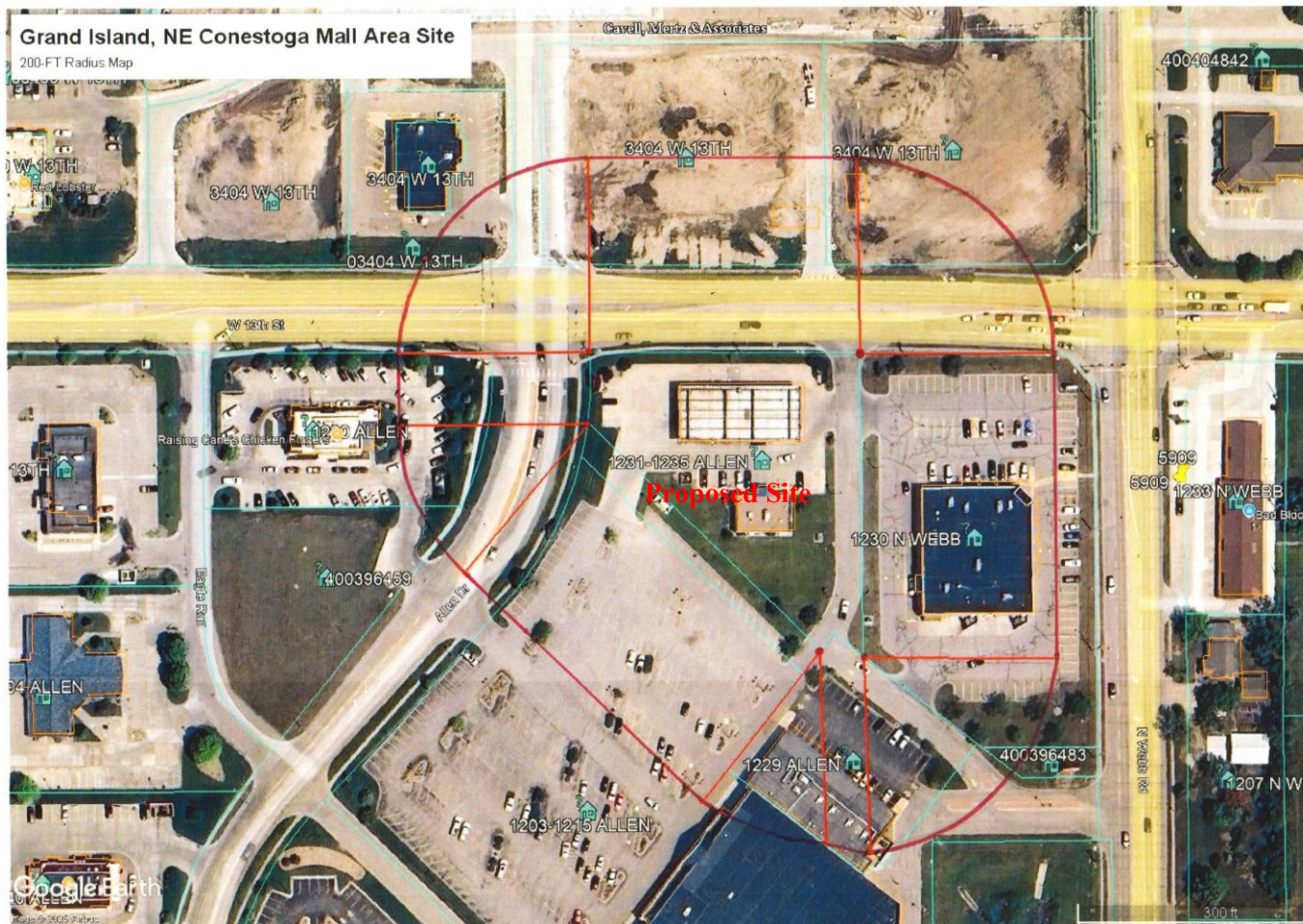
Aesthetic Pole Site looking North



Aesthetic Pole Site looking South



200-FT Radius Map



Property Owners within 200 Feet

200' Conditional Use Permit Search

Formcraft Corporation P.O. Box 1159 Deerfield, IL 60015	Lot 2, Meadowlark West 6th Sub. 200907520
Robert M. Allen Family Limited Partnership 223 E. 14th St., Suite 230 Hastings, NE 68901	Lot 4, Meadowlark West 4th Sub. 98-100993
Eleventh Avenue Holdings, LLC 1651 Hwy 74 Edgar, NE 68935	Lot 5, Meadowlark West 4th Sub. 202100087
HEB NE LLC 1501 River Dr. Moline, IL 61265	Lot 22, Meadowlark West 3rd Sub. 202501597
901 Argyle Partnership 16284 Deer Trail Ct. San Diego, CA 92127	Lot 23, Meadowlark West 3rd Sub. 201702355
Allen Webb Road LLC 223 E. 14th St., Suite 230 Hastings, NE 68901	Lot 1, Meadowlark West 6th Sub. 200906525
Union Bank & Trust Co. P.O. Box 82535 Lincoln, NE 68501-2535	Lot 4, Conestoga Mall 11th Sub. 202503810
Cornhusker Project GI LLC 7587 E. Tailfeather Dr. Scottsdale, AZ 85255	Lot 3, Conestoga Mall 8th Sub. 201802525
Woodsonia Hwy 281, LLC 20010 Manderson St., Suite 101 Elkhorn, NE 68022	Lots 1 & 2, Conestoga Mall 11th Sub. 202300995

C. The names, addresses and telephone numbers of all owners of other towers or useable antenna support structures within a one (1) mile radius of the location of the proposed tower, including publicly and privately owned towers or structures.

Using the Google Earth Map Database and the Federal Communications Commission's Antenna Structure Registration (ASR) Database, we have conducted a search for all Registered Tower Structures which are required to be registered according to the Code of Federal Regulations (CFR) 47 Part 17.7 and 14 CFR 77.13, within a 1-Mile Radius of the Proposed Pole Site. This Search resulted in Six (6) Registered Structures which fall within the 1-Mile Criteria. This Information is included in this Exhibit being H1, on Page 3 of 3, and in Exhibit H2 (Google Earth Map).

D. An affidavit attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicant's telecommunications facilities on a tower or useable antenna support structure within a one (1) mile radius of the proposed tower location or written technical evidence from an engineer that the applicant's telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure within a one (1) mile radius of the proposed tower location. See enclosed EXHIBIT H5 – Letter from a Nebraska-Licensed Professional Engineer.

Registered Structure #1 with FCC Antenna Registration #1025473 is a 285-FT Self-Supporting Lattice Tower that is not present at the Registered Location being N 40° 55'00.0" & W 98° 22'37.0" (on Old Potash Hwy., & West of N. Webb Road,) and owned by the State of Nebraska. At 5,200+ Feet Southeast from the Proposed 50-FT Light Pole Site, (and if constructed,) this Site would not give us the In-Building Coverage near W. 13th Street.

Registered Structure #2 with FCC Antenna Registration #1027392 is a 180-FT Self-Supporting Lattice Tower at the Registered Location being N 40° 55'59.0" & W 98° 23'11.0" (North of W. 13th Street, & West of Hwy. 281,) and owned by Alltel Corporation. At 1,900+ Feet West from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage North near W. 13th Street.

Registered Structure #3 with FCC Antenna Registration #1032461 is a 283-FT Self-Supporting Lattice Tower at the Registered Location being N 40° 55'13.0" & W 98° 23'11.0" (North of Kaufman Avenue, & West of Hwy. 281,) and owned by Array Digital Infrastructure, Inc. At 4,200+ Feet Southwest from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage near W. 13th Street.

Registered Structure #4 with FCC Antenna Registration #1237355 was to be a 51-FT Antenna Structure Above Ground Level and has been canceled to being built. The Registered Location was to be N 40° 56'28.0" & W 98° 22'40.2" (North of State Street, & West of N. Webb Road,) and owned by Wireless II, LLC. At 3,900+ Feet Northeast from the Proposed 50-FT Light Pole Site, (and if constructed,) this Site would not give us the In-Building Coverage near W. 13th Street.

Registered Structure #5 with FCC Antenna Registration #1270772 is a 120-FT Self-Supporting Lattice Tower at the Registered Location being N 40° 55'12.7" & W 98° 22'45.5" (North End of Wilmar Avenue, & West of N. Webb Road, next to the Viaero Wireless Retail Store, a/k/a Kohls Store,) and owned by Industrial Tower and Wireless, LLC. At 3,800+ Feet South from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage near W. 13th Street.

Registered Structure #6 with FCC Antenna Registration #1302274 is a 50-FT Self-Supporting Aesthetic Tower at the Registered Location being N 40° 56'42.8" & W 98° 23'02.7" (South Side of Capital Avenue, & East of Diers Avenue, next to the Viaero Wireless Retail North Store,) and owned by Industrial Tower and Wireless, LLC. At 5,200+ Feet Northwest from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage near W. 13th Street.

Unregistered Self-Support Lattice Tower at an unknown Height at the approximate Location being N 40° 55'0.05" & W 98° 22'52.65" (South Side of Old Potash Hwy., & East of Hwy. 281, next to a State of Nebraska Building,) and unknown to the Ownership of it. At 5,200+ Feet Southwest from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage near W. 13th Street.

Unregistered Self-Support Lattice Tower at an unknown Height at the approximate Location being N 40° 55'20.4" & W 98° 22'46.0" (South of W. Fadley Avenue., & East of N. Webb Road, within a State of Nebraska Parcel,) and unknown to the Ownership of it. At 3,000+ Feet South from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage near W. 13th Street.

Unregistered Self-Support Lattice Tower at an unknown Height at the approximate Location being N 40° 55'11.4" & W 98° 22'38.9" (South of W. North Front Street., & East of N. Webb Road, next to the KRGI Radio Station Building,) and unknown to the Ownership of it. At 4,000+ Feet Southeast from the Proposed 50-FT Light Pole Site, this Site will not give us the In-Building Coverage near W. 13th Street.

E. Written evidence from an engineer that the proposed tower will meet the Building Code, all other construction standards set forth by the City Code and federal and state law and applicable Industry standards.

Industrial Tower West will comply with all Universal Building Codes, City Codes, State and Federal Laws, and applicable American National Standards Institute (ANSI) Standards. See enclosed EXHIBIT H5 – Letter from a Nebraska-Licensed Professional Engineer.

H. A clear and complete written statement of purpose which shall minimally include: (a) a description of the objective to be achieved; (b) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (c) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Nebraska-licensed professional engineer.

The objective to be achieved is to improve the Radio Frequency Waves of the Viaero Wireless Network for In-Building Coverage both North and South of W. 13th Street and between both Hwy. 281 and N. Webb Road, with the Radio Frequency Waves extending themselves into the Residential Area to the East of N. Webb Road.

A to-scale map is included in EXHIBIT H3.

Full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites is included in EXHIBIT H4.

ASR Registration Search

Registration Search Results

Displayed Results

 = Pending Application(s)**Specified Search**

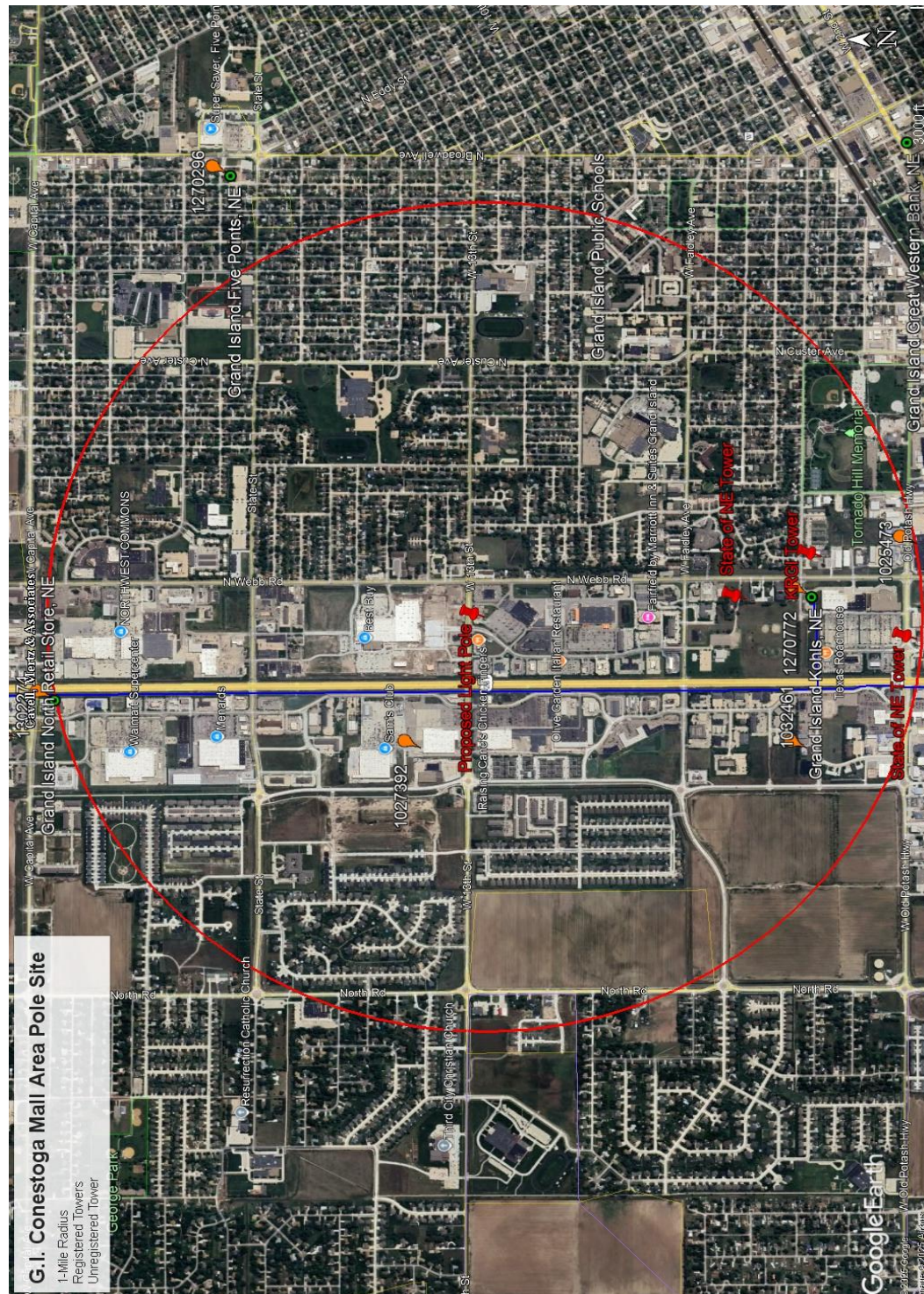
Latitude='40-55-51.5 N', Longitude='98-22-49.3 W', Radius=1.6 Kilometers

	Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1	1025473	Constructed	A0030238	NEBRASKA, STATE OF	40-55-00.0N 098-22-37.0W	GRAND ISLAND, NE	93.5
2	1027392	Constructed	A1128341	Alltel Corporation	40-55-59.0N 098-23-11.0W	GRAND ISLAND, NE	59.1
3	1032461	Constructed	A1328058	ARRAY DIGITAL INFRASTRUCTURE, INC.	40-55-13.0N 098-23-11.0W	Grand Island, NE	93.0
4	1237355	Cancelled	A0364109	Wireless II, L.L.C.	40-56-28.0N 098-22-40.2W	Grand Island, NE	16.8
5	1270772	Constructed	A0652449	Industrial Tower and Wireless, LLC	40-55-12.7N 098-22-45.5W	Grand Island (Kohls), NE	39.6
6	1302274	Constructed	A1092629	Industrial Tower and Wireless, LLC	40-56-42.8N 098-23-02.7W	Grand Island, NE	16.7

CLOSE WINDOW

1-Mile Radius Map

Registered/Unregistered Towers



**Targeted Service Area
To Be Benefited**

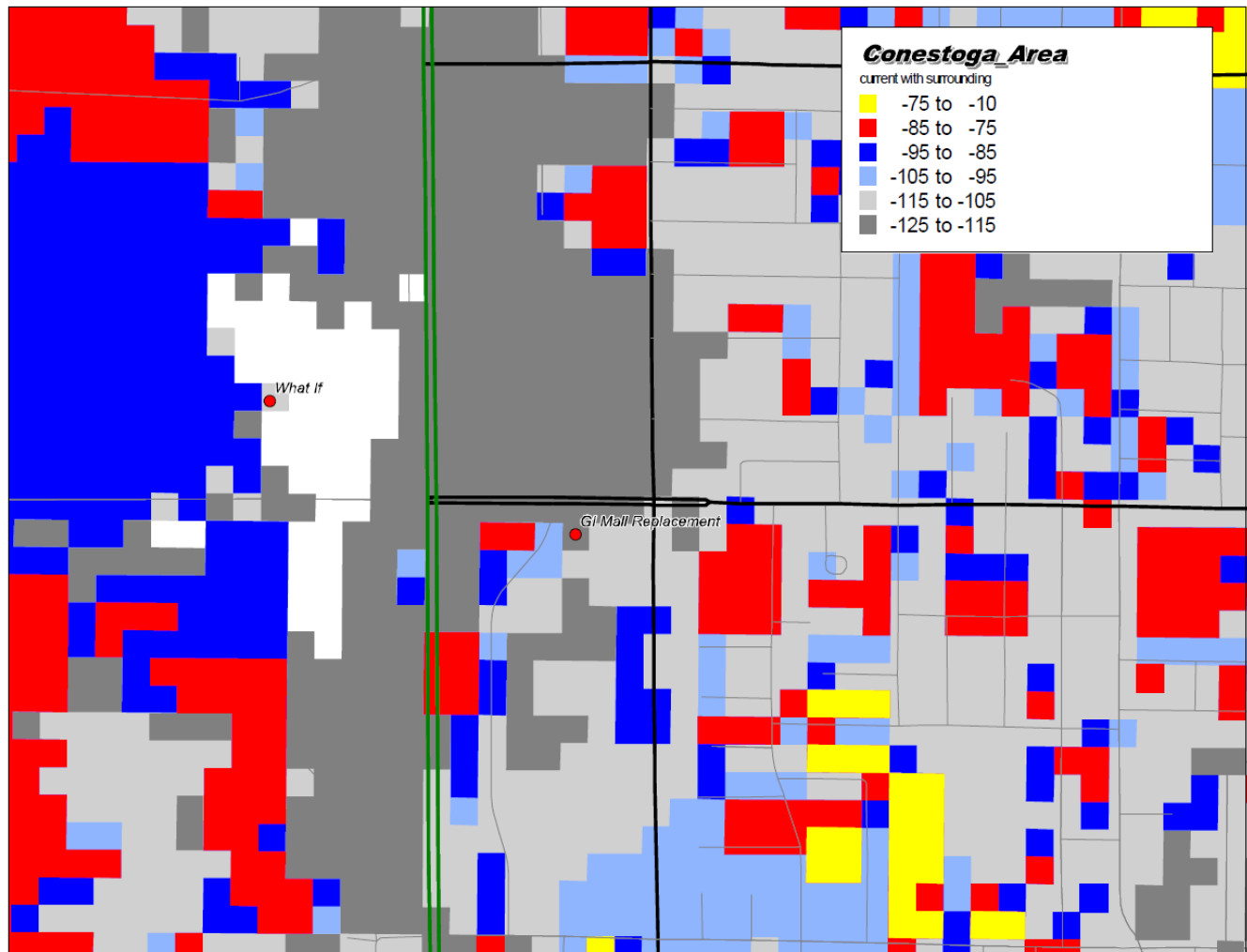
Hall County / Grand Island GIS



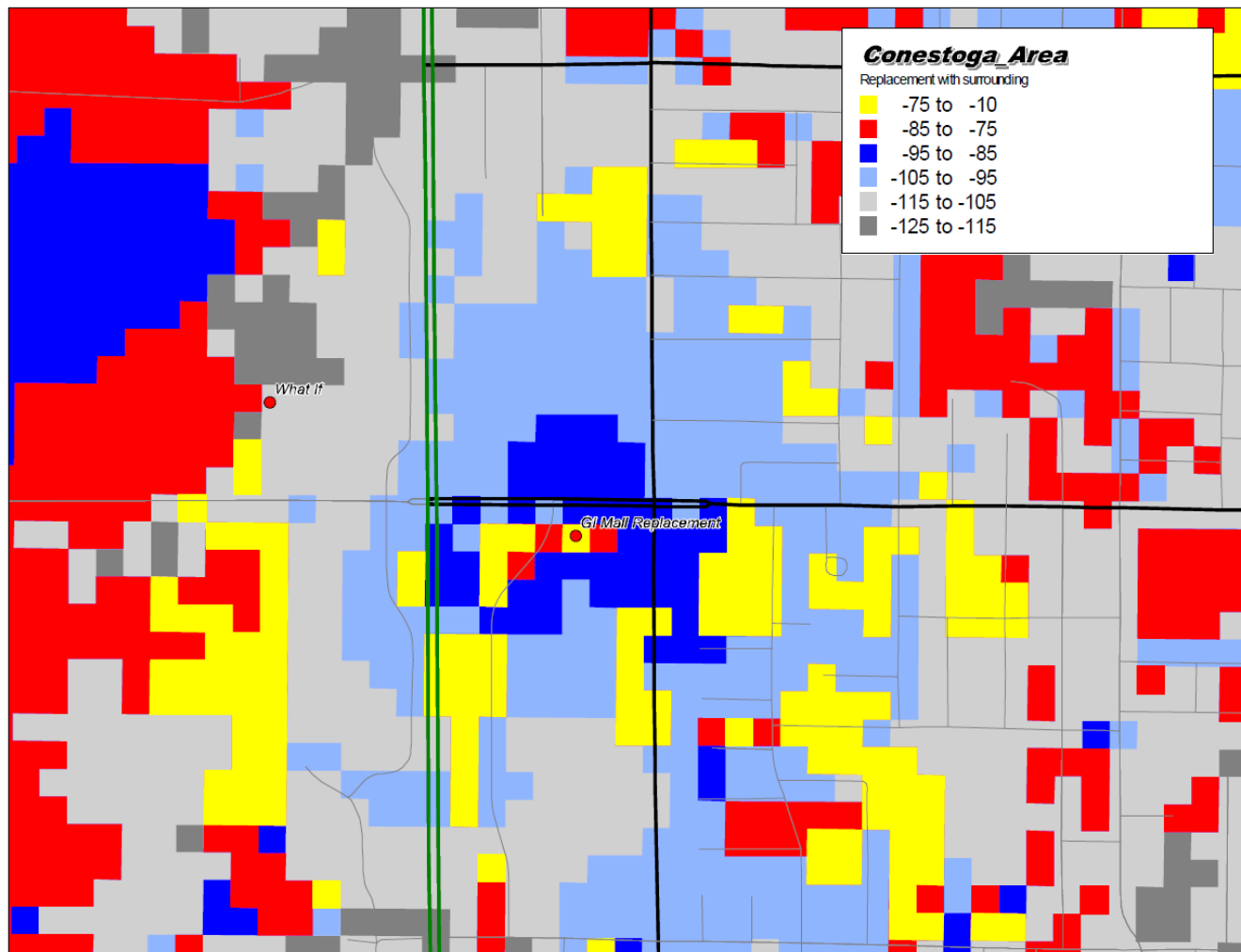
This map is produced via the Hall County / Grand Island GIS Unit. The use of this map, and the data that produced it, are provided as a service to the user and are not the official government records of Hall County or the City of Grand Island, Nebraska. This map and the data contained herein may contain information that is incorrect, out of date, or may inaccurately reflect data that is part of the official government records. This map and the data contained herein is provided "AS IS."

Hall County and the City of Grand Island disclaim and exclude all warranties, express or implied, including without limitation any warranty of title, merchantability, fitness for a particular purpose or use, or freedom from infringement of third party intellectual property rights, or arising from course of dealing, course of performance or usage of trade. The user shall be solely liable for user's use or dissemination of any copyrighted, intellectual property, proprietary information, or trade secrets. If any provisions above are held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder and shall in no way affect, impair, or invalidate any other provisions.

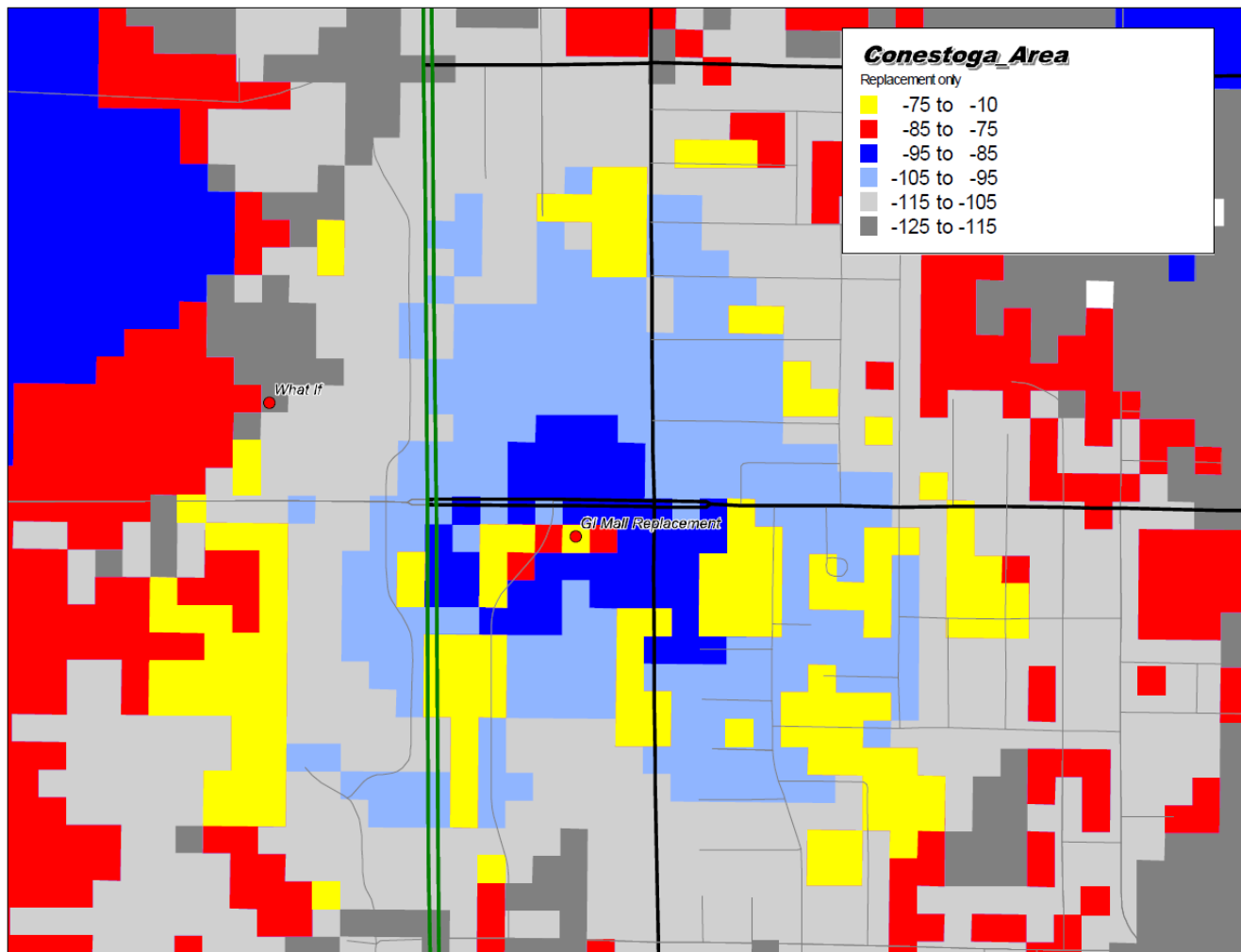
Current Coverage Levels
With Adjacent Surrounding Sites



**Projected Coverage Levels
With Proposed Site &
Adjacent Surrounding Sites**



Projected Coverage Levels With Proposed Site & Without Adjacent Surrounding Sites



TOWERKRAFT ENGINEERING, P.C.

DESIGN AND ANALYSIS OF COMMUNICATION STRUCTURES

December 11, 2025

Ed Klimek
Chief Building Official
City of Grand Island
100 East First Street
Grand Island, NE 68801
(308) 385-5444

Subject: Industrial Tower West, LLC Application to Develop a Tower
Site: Proposed 50' Aesthetic Pole at 1235 Allen Drive, Grand Island, NE

Mr. Klimek,

Industrial Tower West is applying to develop a tower in accordance with the Grand Island Municipal Code, Chapter 36, Article 36-XI "Wireless Communication Towers". This application includes the following:

- C. The names, addresses and telephone numbers of all owners of other towers or usable antenna support structures within a one (1) mile radius of the location of the proposed tower, including publicly and privately owned towers or structures.
- D. An affidavit attesting to the fact that the applicant has made diligent but unsuccessful efforts to obtain permission to install or collocate the applicant's telecommunications facilities on a tower or useable antenna support structure within a one (1) mile radius of the proposed tower location or written technical evidence from an engineer that the applicant's telecommunications facilities cannot be installed or collocated on another tower or useable antenna support structure within a one (1) mile radius of the proposed tower location.
- E. Written evidence from an engineer that the proposed tower will meet the Building Code, all other construction standards set forth by the City Code and federal and state law and applicable Industry standards.
- H. A clear and complete written statement of purpose which shall minimally include: (a) a description of the objective to be achieved; (b) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (c) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Nebraska-licensed professional engineer.

A search of all registered tower structures within a 1-mile radius of the site was conducted using the Federal Communications Commission's Antenna Structure Registration Database. In addition, the registered sites were physically visited and it was concluded that these registered sites will not give the in-building wireless coverage desired near W. 13th. The results of the search are included in Exhibit H1 and H2.

The new pole installation will provide improved radio frequency waves of the Viaero Wireless Network for in-building coverage both north and south of West 13th street and between both Highway 281 and North Webb Road. The radio frequency waves will also extend themselves into the residential area to the east of North Webb Road. The map of the targeted service area to be benefited is included in Exhibit H3.

Full scale propagation maps are provided in Exhibit H4 showing current coverage levels with adjacent surrounding sites, projected coverage levels with proposed site and adjacent surrounding sites, and projected coverage levels with proposed site and without adjacent surrounding sites.

The new pole will be designed and constructed in accordance with all applicable building code and construction standards of the city of Grand Island, specifically IBC-2021 with local amendments and the IBC referenced standard for telecommunication structures, TIA-222-H. In addition, all applicable federal and state regulations and ANSI standards will be followed.

If you have any questions or concerns, please do not hesitate to contact me at the number listed below.

Sincerely,

Steven J. Fehlhafer, P.E.
President/Owner
Towerkraft Engineering, P.C.
402-646-0031



12/11/25

Steven J. Fehlhafer



Industrial Tower West, LLC & Viaero Wireless Proposed Wireless
Telecommunications Facility
Grand Island, Nebraska Conestoga Area

ALTERNATIVE SITE ANALYSIS/SITE JUSTIFICATION

Industrial Tower West conducted a thorough search in efforts to contact and investigate all alternative feasible site locations that would eliminate or substantially reduce significant gaps in the coverage or network capacity when a new site is proposed. In this instance, the “Conestoga Mall” Area Site is on the South Side of W. 13th Street, within a Parcel owned by the Bosselman Family, and is to be held by Mountain Tower & Land, LLC, by means of a Permanent Easement.

The Proposed Site has the following Characteristics:

- An Aesthetic 50-FT Telecommunications Light Pole that is able to fit well into the surrounding landscape located South of the Pump & Pantry Convenience Store’s Contained Garbage Area. *The Type of this Improvement was changed from a 50-FT Monopole and should be considered to be least intrusive.*
- The Pole’s Light Apparatus will provide a well-lit area to both the Base of the Pole Site and the Contained Garbage Area.
- The Pole Site’s Decorative Concrete Block Security Wall will complement the existing Contained Garbage Area’s Wall.
- The Location within the Parcel was ideally chosen as it is in the West Half of the Parcel, allowing the Convenience Store to be added onto from the South and West. Access, Electricity and Fiber are safely/easily achievable off of W. 13th Street.
- The Location of the Proposed Site is approximately 1 Mile Southeast from the VIAERO WIRELESS Store’s Tower/Pole, (off of Capital Avenue & N. Diers Avenue,) and approximately 1 Mile North of the VIAERO WIRELESS Store’s Lattice Tower, (off of Webb Road & Wilmar Avenue), in a Business (B-2) Zoning District.
- The Location of the Proposed Site is able to evenly emit Radio Frequency Waves to the North and South of W. 13th Street that won’t over-encroach the Radio Frequency Waves from our other Tower/Pole Locations.

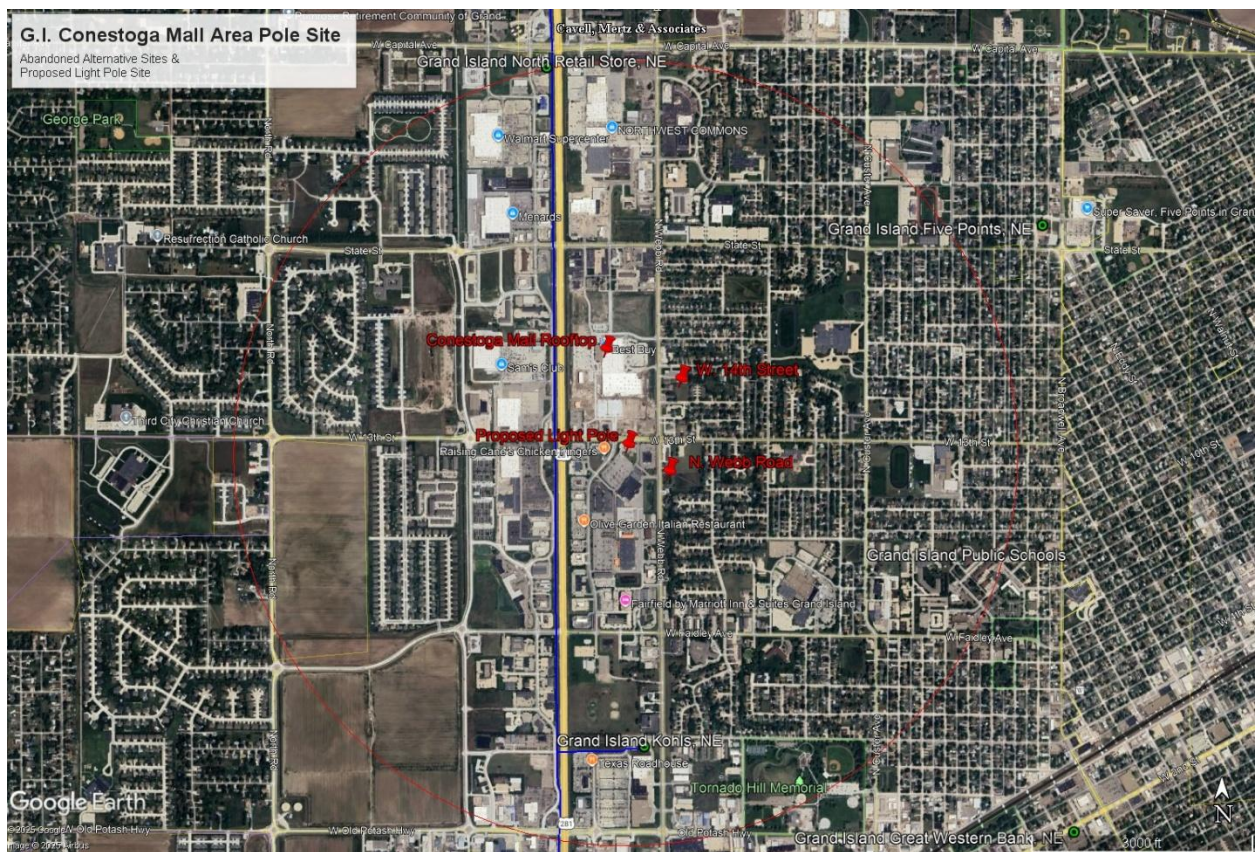
Industrial Tower West encourages and plans development for the possibility of other Carriers collocating on the Proposed Site.

Zoning Regulation 36-173 Paragraph A 1. Most-preferred Manufacturing Zoning District is not in the vicinity of the Targeted Area – the Conestoga Mall Area, as shown in Exhibit E.

Alternative Site Analysis

A variety of different properties were investigated by Industrial Tower West, but all were deemed unsuitable for the Proposed Site and had to be abandoned. The main reason for these Proposed Sites being unsuitable are Zoning Regulation's on Preferred Tower Locations and Non-interested Property Owners.

**Abandoned Alternative Sites in relation to the
Proposed Grand Island, NE Conestoga Mall Area Site**

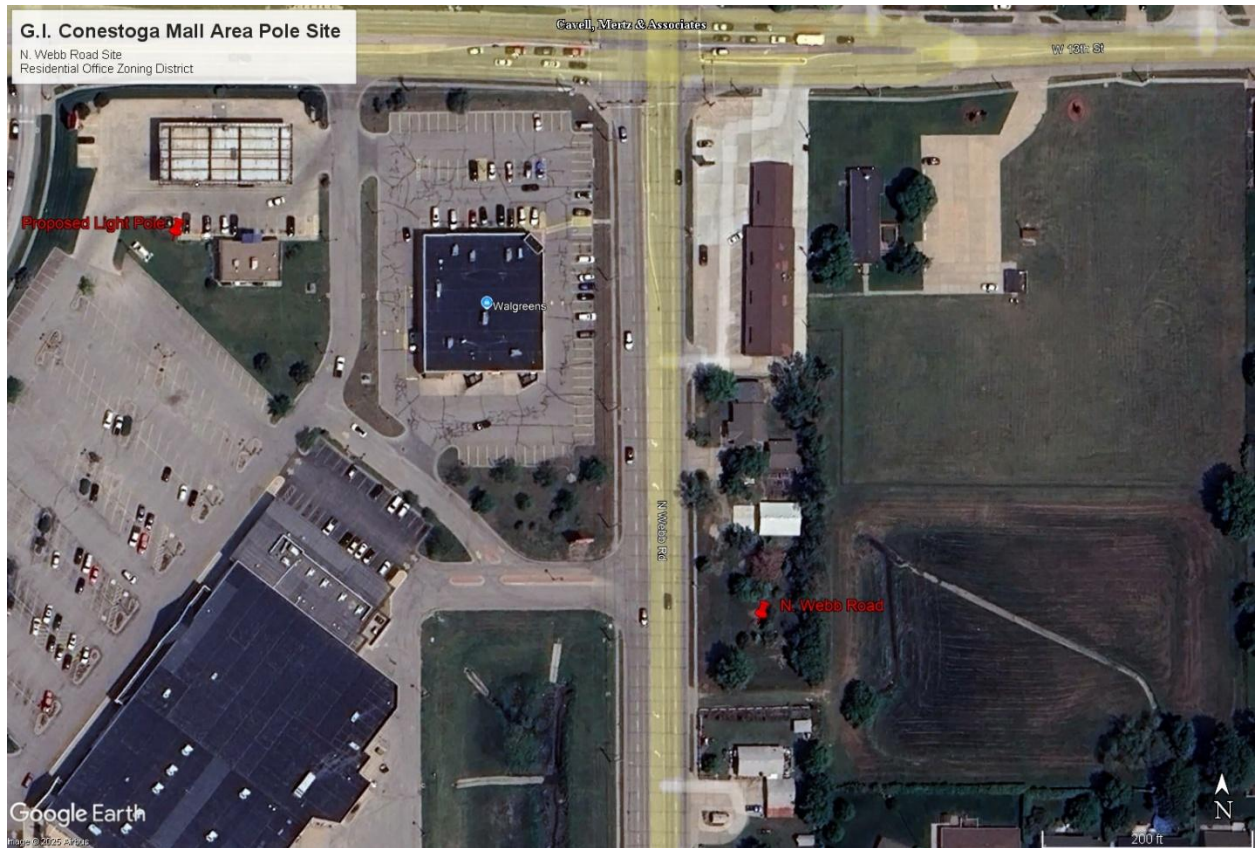




- **Conestoga Mall Rooftop Site** – Lats/Long: N 40° 56'04.2" & W 98° 22'52.85". Located in the heart of the Conestoga Mall. The 2005 Lease Agreement was terminated by the New Developer. No New Agreeable Terms were negotiated with the Developer. NOT A VIABLE CANDIDATE.



- **W. 14th Street Parcel** – Lats/Long: N 40° 56'.25" & W 98° 22'39.6". Located West of N. Webb Road – West of the Conestoga Mall, in a Residential Zoning District. No Agreeable Terms for the Parcel were negotiated with Property Owner. NOT A VIABLE CANDIDATE.

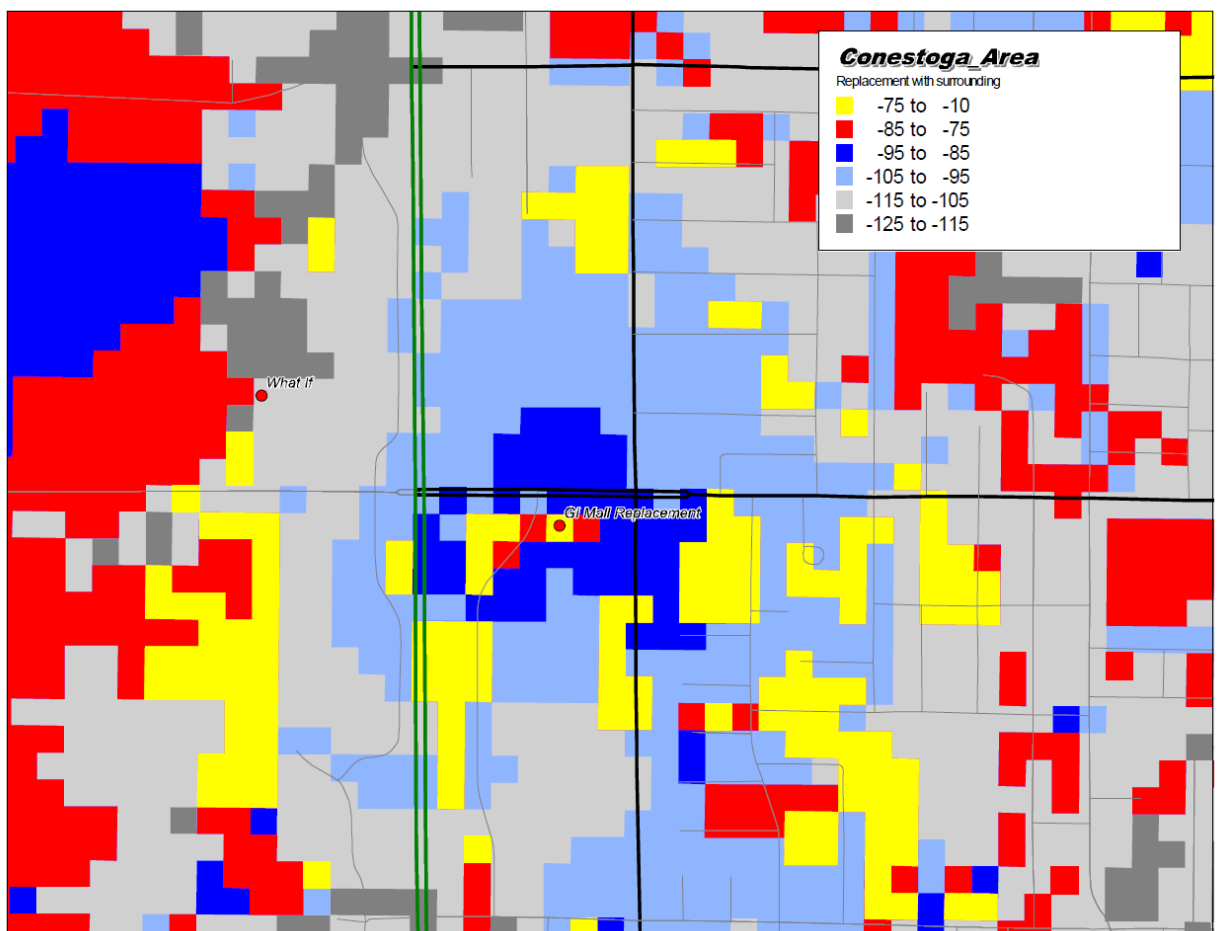


- **N. Webb Road Parcel** – Lats/Long: N 40° 55'48.0" & W 98° 22'41.7". Located West of N. Webb Road, South of W. 13th Street, in Residential Office Zoning District. The Property Owner was not interested. NOT A VIABLE CANDIDATE.

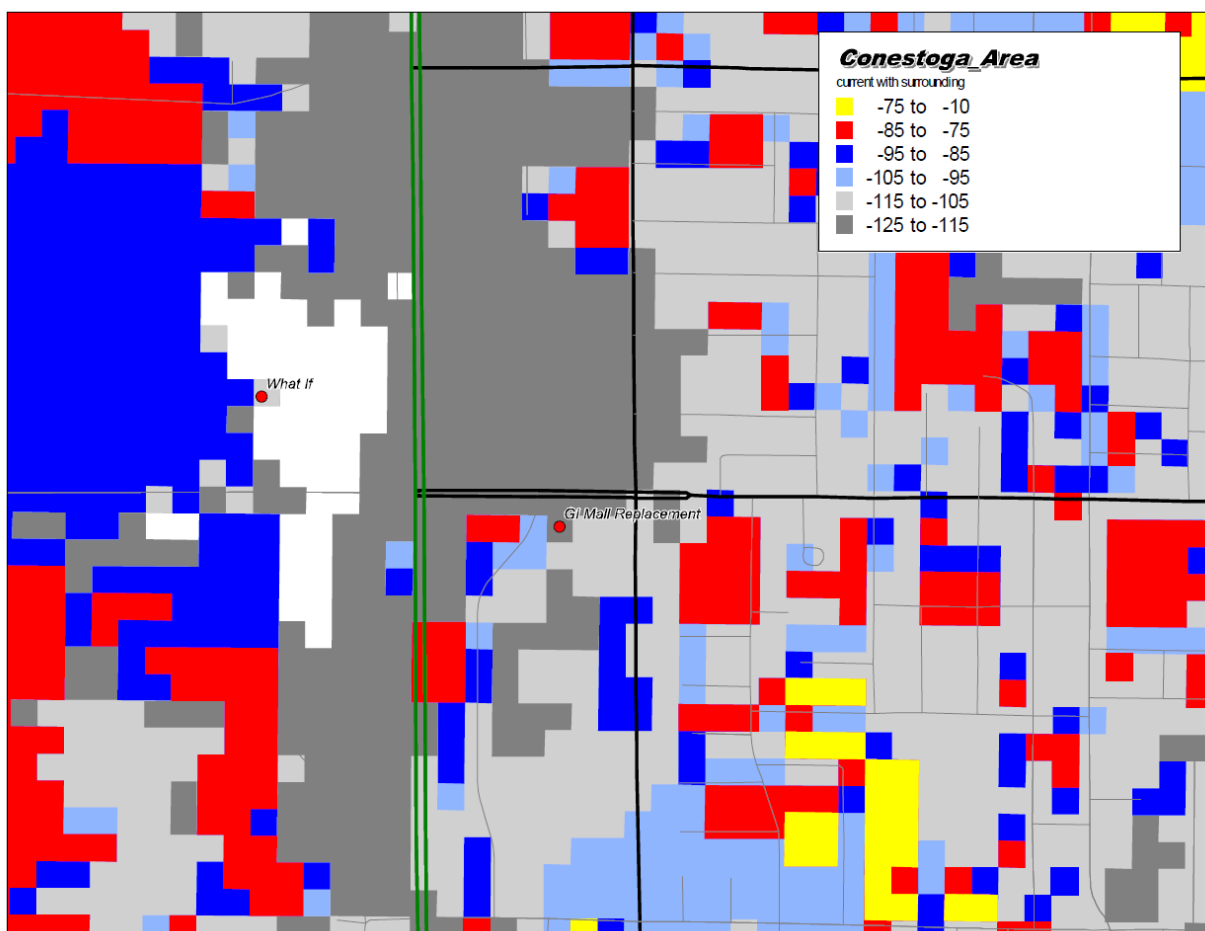
Gap and Coverage Analysis

Proposed Grand Island, NE Conestoga Mall Area Site- Coverage Map Results- As shown below in the Proposed Grand Island, NE Conestoga Mall Area Coverage Map, the location of the Proposed Site would improve Inbuilding Coverage for the Retail Stores, Businesses and abutting Residential Areas located both North and South of W. 13th Street when compared to existing coverage in the following below Current Grand Island, NE Conestoga Mall Area Coverage Map. The Proposed Grand Island, NE Conestoga Mall Area Site will complement the Radio Frequency Waves from our Pole Site at our North Retail Store and the Lattice Tower Site at our South Kohls Retail Store.

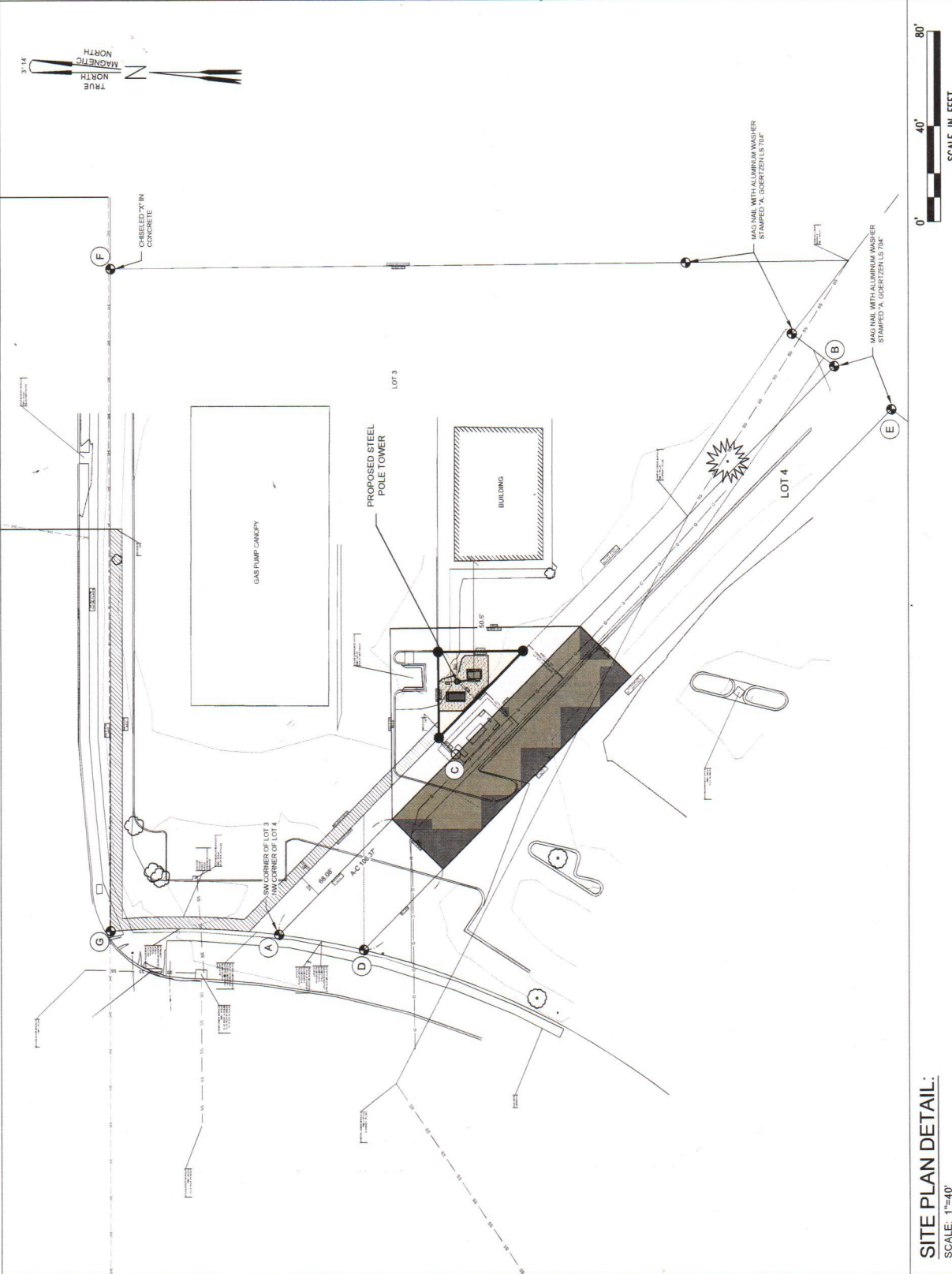
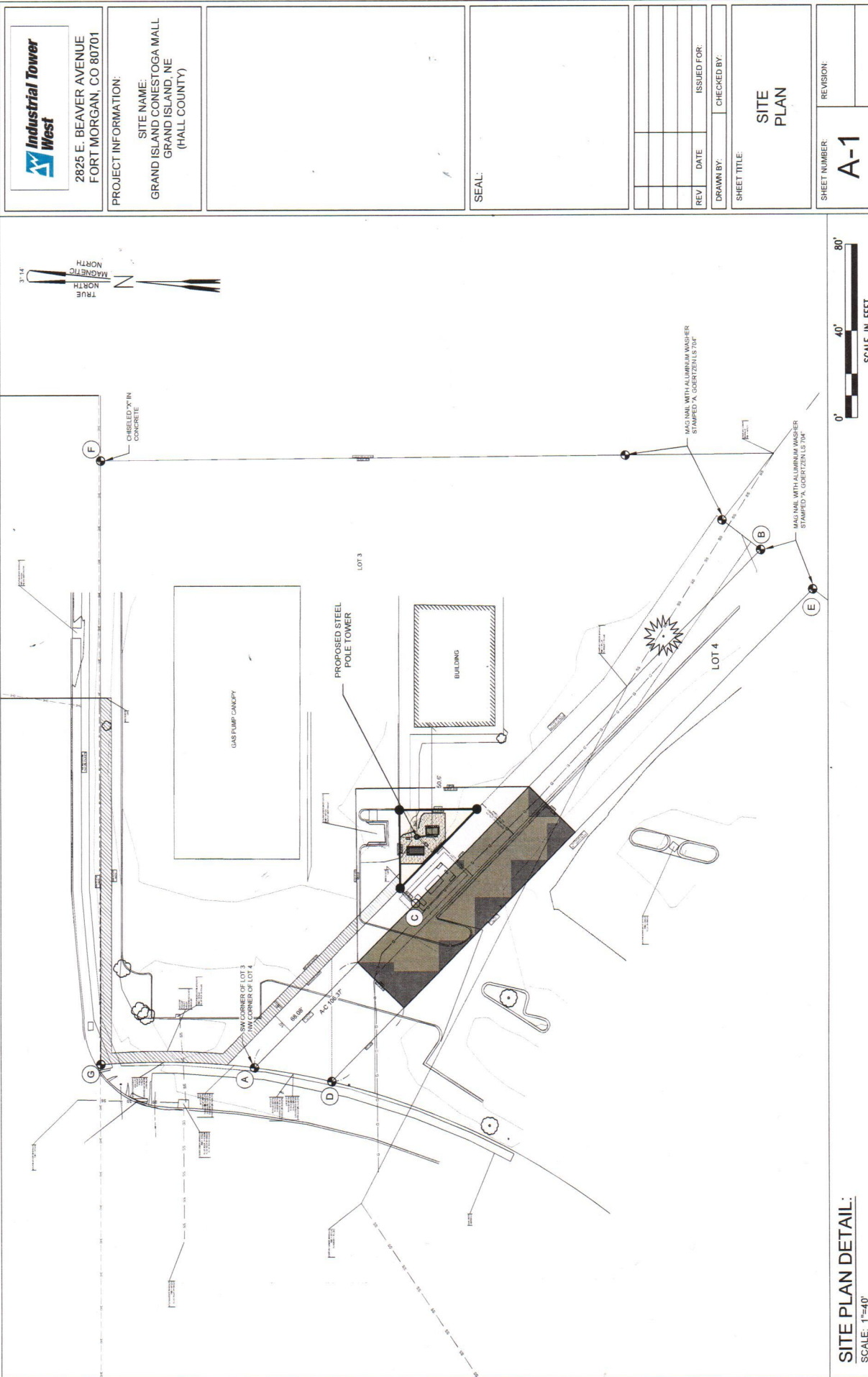
Proposed Grand Island, NE Conestoga Mall Area Coverage Map

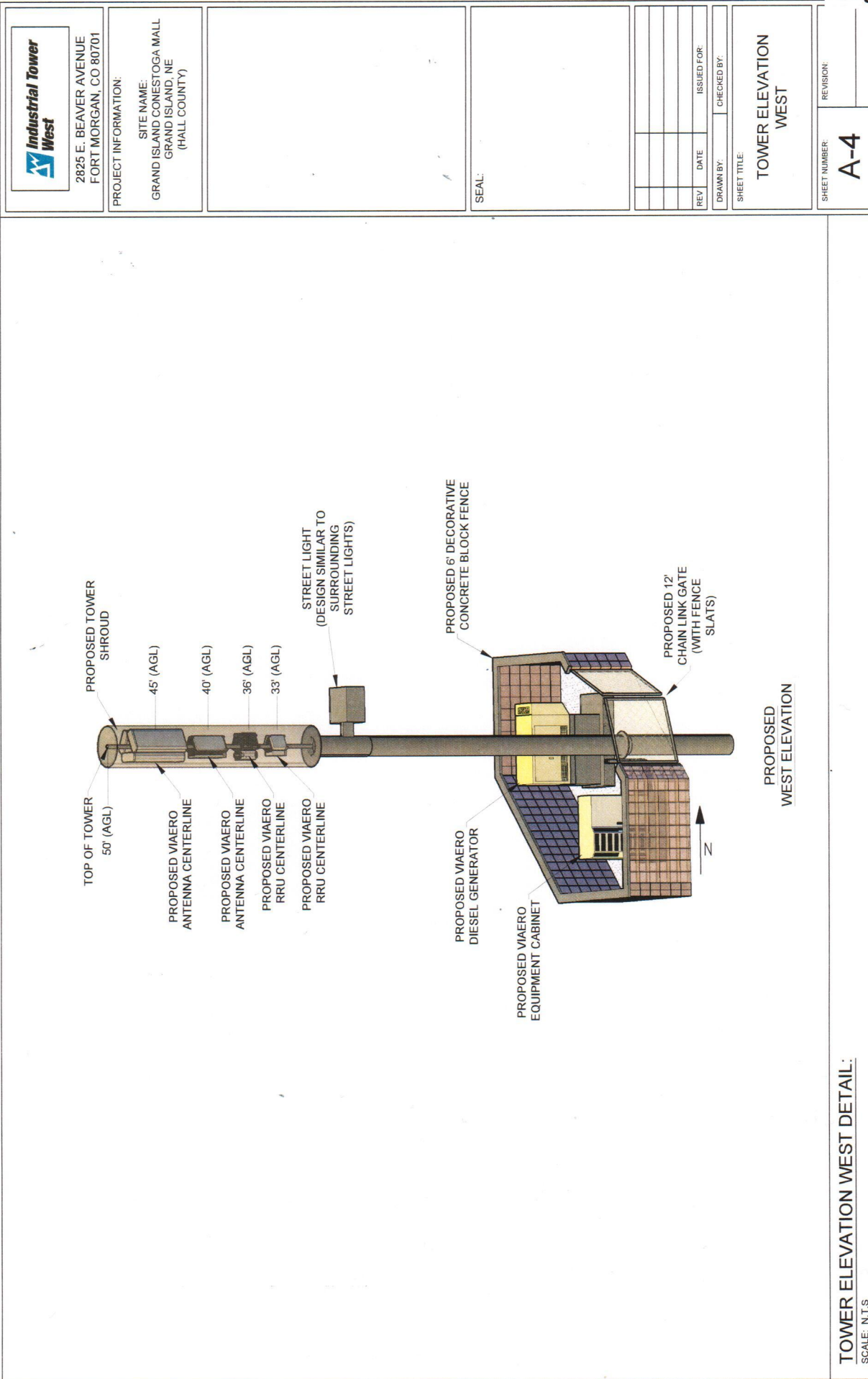


Current Grand Island, NE Conestoga Mall Area Coverage Map



[illegible]



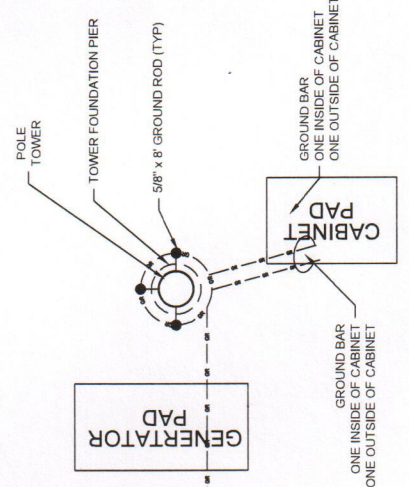


TOWER ELEVATION WEST DETAIL:
SCALE: N.T.S

 2825 E. BEAVER AVENUE FORT MORGAN, CO 80701	PROJECT INFORMATION: SITE NAME: GRAND ISLAND CONESTOGA MALL GRAND ISLAND, NE (HALL COUNTY)		SEAL:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">REV</td> <td style="width: 15%;">DATE</td> <td style="width: 15%;">ISSUED FOR:</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	REV	DATE	ISSUED FOR:										<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">DRAWN BY:</td> <td style="width: 15%;">CHECKED BY:</td> </tr> <tr><td> </td><td> </td></tr> </table>	DRAWN BY:	CHECKED BY:			SHEET TITLE: GROUND RING	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHEET NUMBER</td> <td style="width: 50%;">REVISION</td> </tr> <tr> <td style="text-align: center; font-size: 1.5em;">E-1</td> <td> </td> </tr> </table>	SHEET NUMBER	REVISION	E-1	
REV	DATE	ISSUED FOR:																										
DRAWN BY:	CHECKED BY:																											
SHEET NUMBER	REVISION																											
E-1																												

GROUNDING NOTES

1. ALL ANCHORS ARE TO BE GROUNDED AND TIED INTO THE FOUNDATION EXCAVATION TRENCH AT A DEPTH OF 3'.
2. GROUND RODS ARE TO BE DRIVEN 2' BELOW GRADE.
3. ONE ROD IN EACH CORNER OF CENTER PIN EXCAVATION WITH THE 4 GROUNDING RODS EXTENDING 6" ABOVE FOUNDATION BOTTOM.
4. GROUND RING TO BE #2 TINNED COPPER BURIED 18"-1 AND MECHANICALLY FASTENED TO TOWER BASE AT TWO PLACES ON OPPOSITE TABS (BASE PLATES) USING 1/16" BOLTS AND NUTS WITH CRIMPERS.
5. ONE GROUND WIRE TO GO TO THE GENERATOR PAD AND EXTEND 2' PAST OPPOSITE SIDE OF PAD.
6. TWO ICE-BRIDGE GROUND WIRES SHALL RISE 4' APART BESIDE BUILDING PAD AND EXTEND 2' ABOVE GRADE.
7. TWO ICE-BRIDGE GROUND WIRES SHALL RISE 1'-6" FROM CENTER PIN AND SHALL EXTEND 2' ABOVE GRADE AND BE LOCATED 4' APART.
8. TWO BUILDING GROUND WIRES SHALL RISE BETWEEN THE ICE-BRIDGE GROUND WIRES BESIDE BUILDING AND SHALL EXTEND 8' ABOVE GRADE AND BE LOCATED SIDE BY SIDE.
9. THREE GROUND WIRES SHALL TIE THE TOWER TO THE TOWER RING WITH TIE AT 2'-6" ABOVE CENTER PIN.
10. GENERATOR GROUND IS #2 TINNED COPPER WIRE FROM GENERATOR GROUND LUG TO THE GROUND RING AND CAD WELDED USING #45 T MOLDS AND #45 SHOTS.
11. REFER TO GROUNDING TABLE ON SHEET 2 OF GROUND RING CONFIGURATION DRAWING FOR ALL CONNECTION DETAILS.



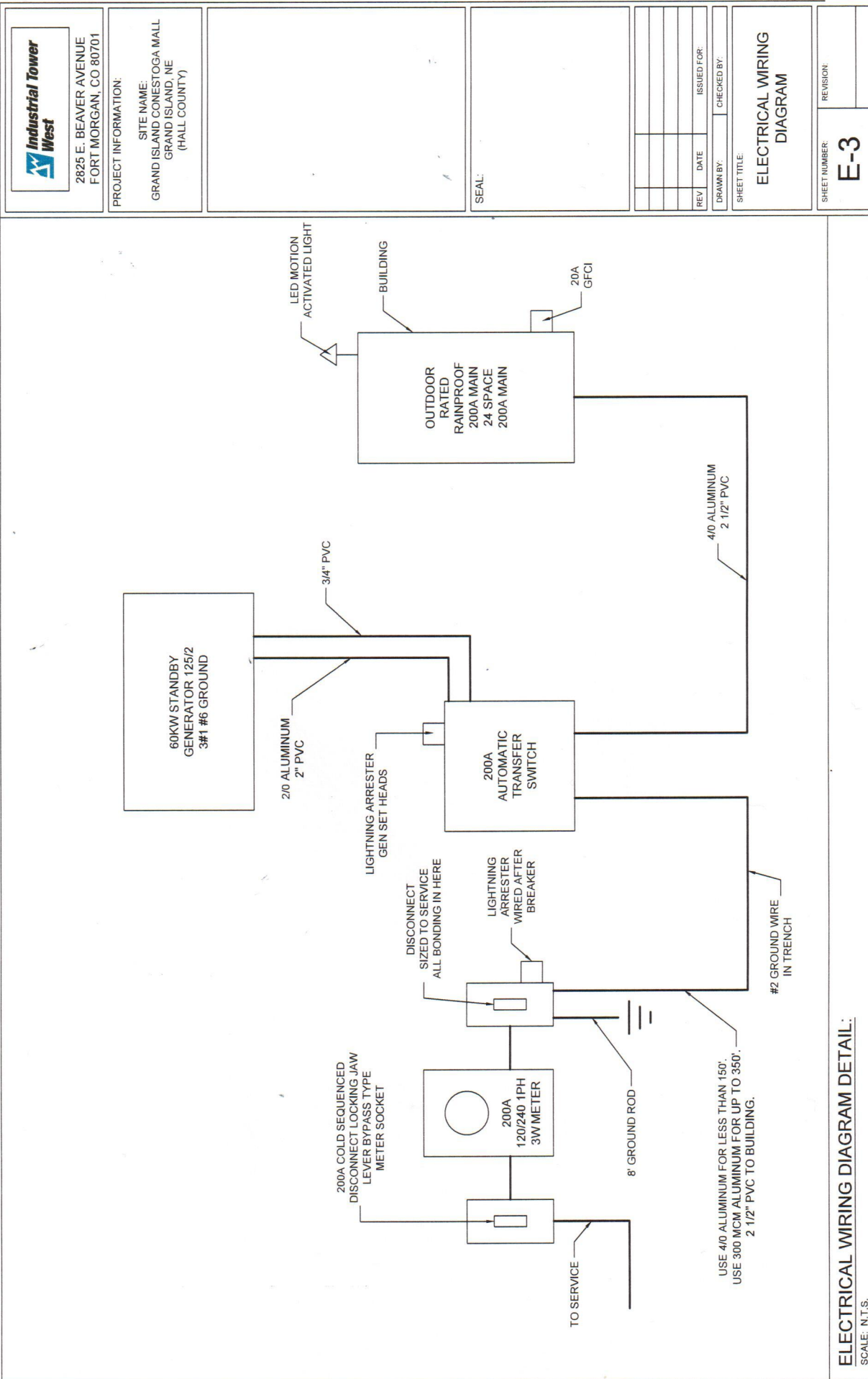
GROUND RING DETAIL:

SCALE: N.T.S.

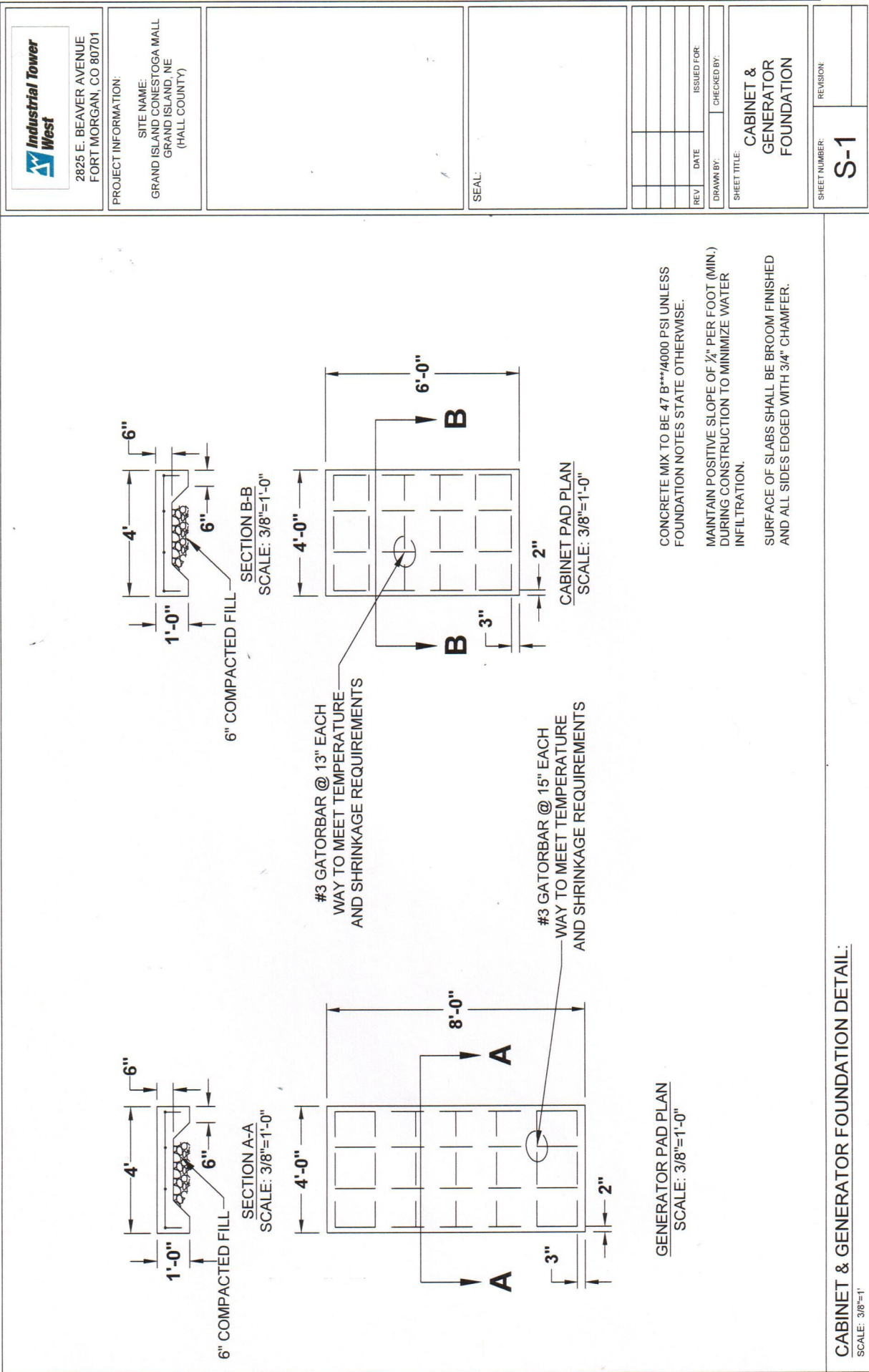
 2825 E. BEAVER AVENUE FORT MORGAN, CO 80701	PROJECT INFORMATION: SITE NAME: GRAND ISLAND CONESTOGA MALL GRAND ISLAND, NE (HALL COUNTY)			SEAL:	REV: DATE: ISSUED FOR:	DRAWN BY: CHECKED BY:	SHEET TITLE: GROUNDING TABLE	SHEET NUMBER: E-2	REVISION:
---	--	--	--	-------	----------------------------------	----------------------------	------------------------------------	-----------------------------	-----------

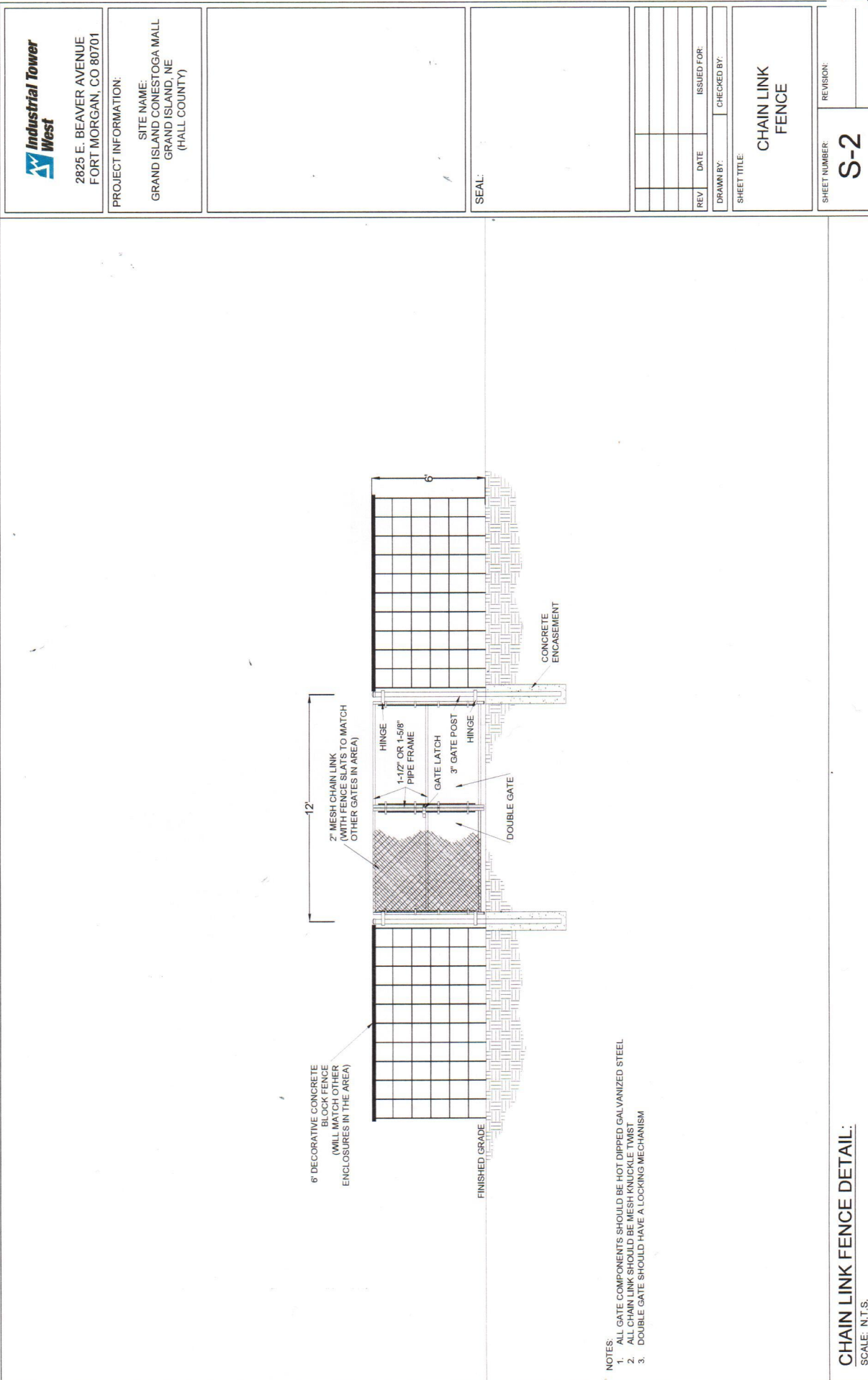
TABLE 1 POLE GROUNDING CONNECTIONS		
FROM	TO	CONNECTION TYPE
GROUND RING CADWELED	BASE	CADWELD
GROUND RING CADWELED	BASE	CADWELD
GROUND RING CADWELED	BASE	CADWELD
GROUND RING CADWELED	GENERATOR GROUND LUG	2 HOLE LUG
GROUND RING CADWELED	AC BUILDING ENTRY	CADWELD
GROUND RING CADWELED	OUTSIDE COAX GROUND BUS BAR	CADWELD
GROUND RING CADWELED	INSIDE MASTER GROUND BAR	2 HOLE LUG
GROUND RING CADWELED	ICE BRIDGE	CADWELD

GROUNDING TABLE DETAIL:
 SCALE: N.T.S.



ELECTRICAL WIRING DIAGRAM DETAIL:
SCALE: N.T.S.





CHAIN LINK FENCE DETAIL:
SCALE: N.T.S.

RESOLUTION 2026-38

RESOLUTION REGARDING APPROVAL OF A CONDITIONAL USE PERMIT LOCATED ON LOT 3 OF MEADOWLARK WEST FOURTH SUBDIVISION.

WHEREAS know all men by these presents, that Industrial Tower West, LLC, the owner of the improvements and a permanent easement on parcel # 400396475 located on Lot 3 of Meadowlark West Fourth Subdivision (1231 Allen Drive), is requesting a conditional use permit to construct and operate a 50-foot Aesthetic Telecommunications Light Pole to improve Indoor Voice & Data Coverage for the Viaero Wireless Network in the City of Grand Island Zoning Jurisdiction.

WHEREAS, Telecommunications Towers are allowed by Conditional Use Permit in the B2: General Business Zone; and

WHEREAS, the property is located at 1231 Allen Drive , Lot 3 of Meadowlark West Fourth Subdivision, east of Allen Drive and south of 13th Street; and

WHEREAS, the requested use is allowed as a conditional use as set forth in City Code Chapter Article 36- XI Wireless Communication Towers; and,

WHEREAS, the proposed conditional use is in a developed area of the City's Municipal Boundary; and,

WHEREAS, the proposed conditional use is consistent with the City's Comprehensive Plan and Zoning Regulations, and is in an area which minimizes disruption to the health, welfare, and safety of the citizens of Grand Island; and,

WHEREAS, all notice requirements of Grand Island City Code Chapter Article 36- XI Wireless Communication Towers have been complied with; and,

WHEREAS, the following terms and conditions have been proposed by the City:

1. **USE:** Construct and operate a 50-foot Aesthetic Telecommunications Light Pole to improve Indoor Voice & Data Coverage for the Viaero Wireless Network at 1231 Allen Drive.
2. **PRIMARY CONDITIONS:** The permit may continue as long as the following conditions are met:
 - a. The height of the tower and all antennas shall not exceed 50 feet.
 - b. No tower shall be permitted to exceed 200 ft above the ground level of the Central Nebraska Regional Airport's Runway if it is within 3 miles of said runway.
 - c. The tower shall not interfere with any existing public easements.
 - d. All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.

- e. No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
- f. Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
- g. Applicant shall begin the operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 6 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, grants the applicants request for a conditional use permit authorizing Industrial Tower West, LLC to construct and operate a 50-foot Aesthetic Telecommunications Light Pole on Lot 3 of Meadowlark West Fourth Subdivision (1231 Allen Drive), east of Allen Drive and south of 13th Street, that this use is granted upon passage of this resolution subject to subject to the terms and conditions set forth above.

Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: February 10, 2026

Item #: 8.a.

Subject: #10,062 - Consideration of Approving Changes to Chapter 15 of City Code involving Electric Utility Commercial Deposits (Second and Final Reading)

Staff Contact: Ryan Schmitz

BACKGROUND:

Deposits are a tool used by landlords, Utilities, and other entities across the country to protect oneself financially should the other entity leave their premise without making whole on their financial agreement. Currently, in Grand Island, only commercial accounts require a utility deposit (no less than \$200 and no more than \$2,000). These thresholds were passed via Ordinance No. 6938 in 1983 and have not been updated since that time. The Consumer Price Index adjusted value can be seen in Attachment 'A'.

Grand Island's current operating procedure requires an entity to be deficient on two (2) bills before they are disconnected for non-payment. At this time, with loads ever increasing, a large payment default can amount to hundreds of thousands of dollars potentially. With a deposit cap of \$2,000, this creates a potential, unwarranted, financial exposure for the Utilities rate payers.

A survey of other Cities' requirements showed:

1. A typical requirement of two (2) times the highest estimated monthly bill to be the most common without a cap (See Attachment 'B').
2. A deposit holding time of 2 years, 4 years, and indefinite are typical (See Attachment 'C').
3. The allowance of surety bonds, or an irrevocable letter of credit, in lieu of a cash-based deposit.

DISCUSSION:

The revisions to Chapter 15 of City Code are intended to accomplish the following, all of which

are in line with other municipalities in the state:

1. Amend the current commercial language to require deposits of two times the estimated monthly usage without a cap.
2. Allow commercial and industrial customers a refund after two (2) years of good payment standing.
3. Hold the deposits of customers on Contracted rates (Cogen, Interruptible, and Economic) for the duration of the Contract.
4. Allow Surety Bonds and Irrevocable Letters of Credit as an alternative to a cash deposit.

The revisions to Chapter 15 of the Grand Island City Code are now ready for council approval.

FISCAL IMPACT: N/A

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the Council approve the revisions to Chapter 15 of the Grand Island City Code.

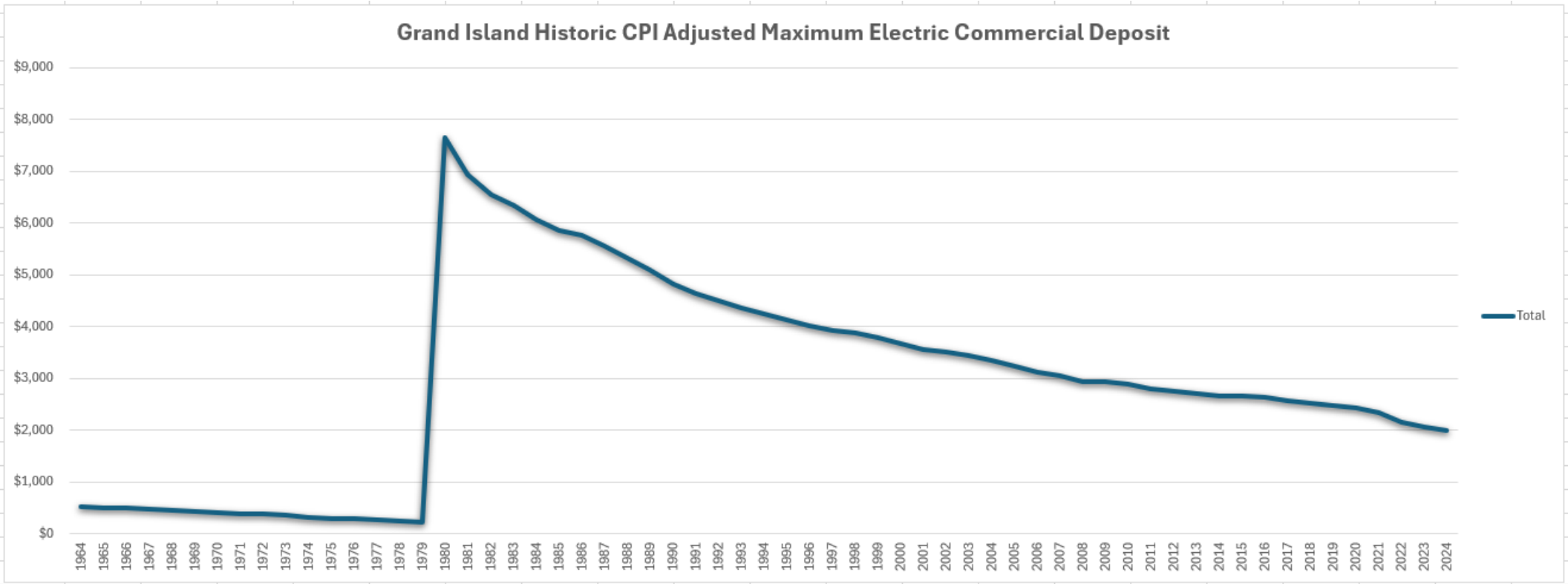
SAMPLE MOTION:

Move to approve the revisions to Chapter 15 of the Grand Island City Code.

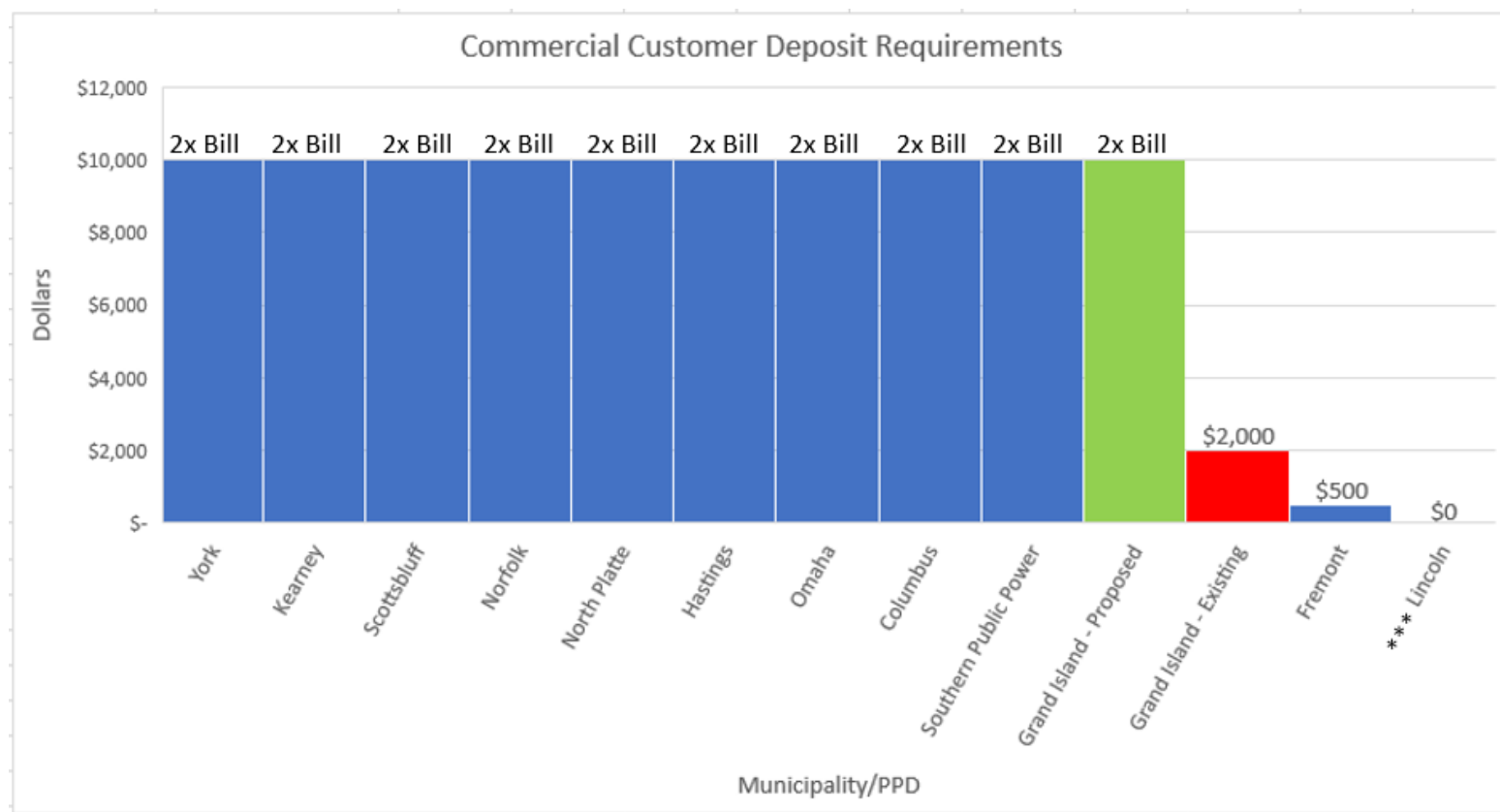
ATTACHMENTS:

1. Exhibits
2. Ordinance

Attachment A

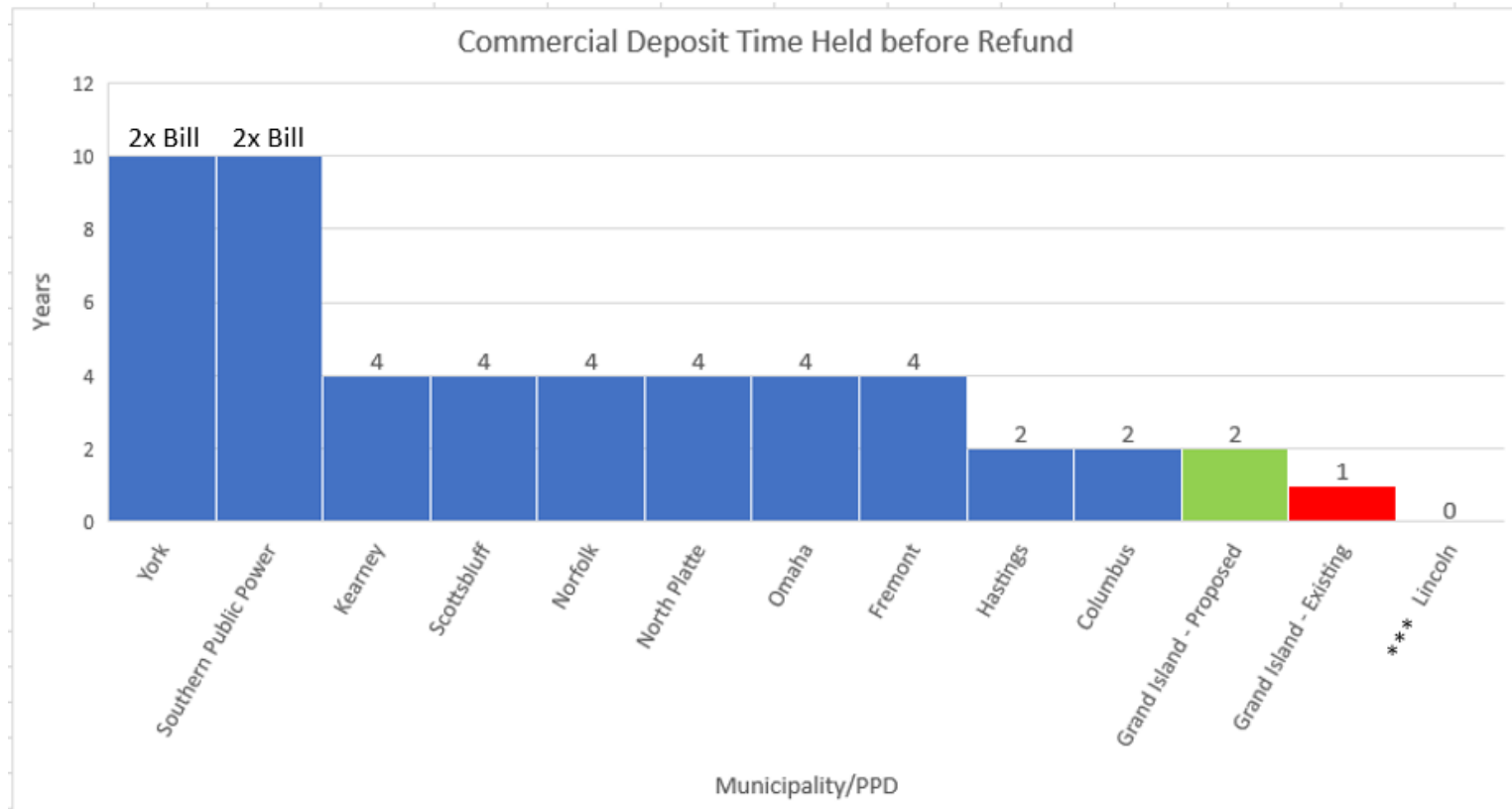


Attachment B



*** Lincoln requires deposits from customers once they have been disconnected for non-payment.

Attachment C



*** Lincoln requires deposits from customers once they have been disconnected for non-payment.

An ordinance to repeal and replace Grand Island City Code; Section 15-50 pertaining to electric deposit requirements; to repeal Section 15-50 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance being ~~October 1, 2024~~March 1st, 2026.

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

SECTION 1. Section 15-50 of the Grand Island City Code is hereby amended to read as follows:

§ 15-50 Deposit Requirements

~~A. Except as provided below, all~~All electric service accounts established under the commercial, power service, and Contract rate structures shall be required to maintain a surety bond, irrevocable letter of credit, or a cash deposit in an amount to be determined by the Utilities Department as set forth in this section.

~~B. Deposits for any commercial account created on or after before September 1, 1983, March 1st, 2026, and deposits for all accounts for which service has been reinstated after being disconnected for nonpayment shall be maintained in an amount of not less than Two Hundred Dollars (\$200), nor more than Two-Thousand Dollars (\$2,000), as determined by the Utilities Department. The amount of the deposit required shall be equal to two times the highest billed period of the last 12 billing periods, not to exceed Two Thousand Dollars (\$2,000). For new construction or properties that have been unoccupied for the last 12 billing periods, a similar property from an identically zoned business shall be used in establishing the required deposit amount.~~

Deposits for any commercial, power service, or Contract account created on or after March 1st, 2026, and deposits for all accounts for which service has been reinstated after being disconnected for nonpayment shall be maintained in an amount equal to two times the highest billed period of the last 12 billing periods. For new construction, or properties that have been unoccupied for the last 12 billing periods, a similar property from an identically zoned business shall be used in establishing the required deposit amount.

~~A.C.~~ The deposit required herein shall be refunded to the customer as follows:

- (1) When the electric service has been disconnected, whether at the request of the customer or for nonpayment of the customer's electric bill, or a new account has been created for said service with a different customer, and a final reading has been taken, any deposit on

hand and minus the amount of any unpaid billing statement and other charges, shall be refunded to the customer; or

(2) After at least ~~onetwo~~ (2) years of continuous service to the single-phase commercial, three-phase commercial, or three-phase power service customer, if the monthly payments for the account have been made promptly, with no more than one delinquent payment during the ~~twelve-twenty-four~~ (1224) month period immediately preceding, the Utilities Department shall credit any deposit on hand.

For the purposes of this subsection, a payment shall be deemed delinquent if made after the due date of the any monthly billing statement.

~~For the purposes of this subsection, a payment shall be deemed delinquent if made more than fifteen (15) days after the date set forth on the monthly billing statement.~~

(2) D. Any customer on a Contract rate structure, such as Co-Generation Standby, Economic Development, and Interruptible Service Rates, will be required to maintain a surety bond, irrevocable letter of credit, or a cash deposit with the City for the entire duration of the Contract.

SECTION 2. Those portions of Sections 15-50as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. The validity of any section, subsection, sentence, clause or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, in pamphlet form, on ~~March 1st, 2026~~. The ordinance shall be published in one issue of the Grand Island Independent as provided by law.

Enacted: _____

Roger Steele, Mayor

ATTEST:

Jill Granere, City Clerk