Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
March 25, 2025 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 March 11, 2025 City Council Regular Meeting
   b. Approving Minutes of the March 18, 2025 City Council Study Session
   c. Approving Payment of Claims for the Period of March 12, 2025 through March 25, 2025 in the total amount of $6,584,091.07
   d. Approving Appointments to the Public Art Commission
   e. #2025-91 - Approving Addendum to the Labor Contract between the City of Grand Island and IBEW Local 1597 Utilities Department Bargaining Unit
   f. #2025-92 - Approving RFP Award on Tree Inventory
   g. #2025-93 - Approving Racquet Center Management Agreement
   h. #2025-94 - Approving Bid Award for Diesel Exhaust Capture System
   i. #2025-95 - Approve Fire Department Software Purchase
   j. #2025-96 - Approving Change Order for Architect Fees for Fire Station #3
   k. #2025-97 - Approving Bid Award for the 2025 Asphalt Resurfacing Project No.

2025-AC-1

l. #2025-98 - Approving Temporary Construction Easement for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Benton Enterprises, LLC, Johnson, and Taylor)

m. #2025-99 - Approving Temporary Construction Easement for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Corman Properties, LLC)

n. #2025-100 - Approving Temporary Construction Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Bonahoom)

o. #2025-101 - Approving Bid Award - Precipitator, Boiler, Industrial Cleaning - Spring 2025

p. #2025-102 - Approving Bid Award - Boiler Inspection and Repair - Spring 2025

q. #2025-103 - Approving Purchase of a 2025 Digger/Derrick for Electric Overhead Department

r. #2025-104 - Approving 911 Quality Review and Training Software

s. #2025-105 - Approving Purchase of an Electronic Security System for City Hall

t. #2025-106 - Approving Transfer of Funds to JackRabbit Run Golf Course Operating Account

u. #2025-107 - Approving Purchase of Information Technology Services

v. #2025-108 - Approving CDBG Sub Recipient Agreement with Project Hunger

w. #2025-109 - Approving Grand Island Police Department's request to purchase one (1) 2025 Ford Maverick Super Crew Hybrid using State Contract Pricing

## 7. PUBLIC HEARINGS

a. Public Hearing Request from Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St, for a Class "D" Liquor License

#2025-110 - Approving Request from Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St, for a Class "D" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Maria G Damian, 415 S Cherry St. L2, Grand Island, Nebraska

b. Public Hearing Request from Rodeo West Lounge, 811 West 4th Street, for a Class "C" Liquor License

#2025-111 - Approving Request from Rodeo West Lounge, 811 West 4th Street, for a Class "C" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Francisco Alcantar,4271 W Capital Avenue, Grand Island, Nebraska

c. Public Hearing on Request from Hooker Bros. Sand and Gravel, Inc. for Conditional Use Permit to operate a Sand and Gravel Operation located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer Road (Parcels # 400208326 & 400208377).

#2025-112 - Approving Request from Hooker Bros. Sand and Gravel, Inc. for Conditional Use Permit to operate a Sand and Gravel Operation located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer Road (Parcels # 400208326 & 400208377).

d. Public Hearing on Acquisition of Public Right-of-Way for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Benton Enterprises, LLC, Johnson, and Taylor)

#2025-113 - Approving Acquisition of Public Right-of-Way for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Benton Enterprises, LLC, Johnson, and Taylor)

e. Public Hearing on Acquisition of Permanent Easement for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Bonahoom)

#2025-114 - Approving Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Bonahoom)

## 8. RESOLUTIONS

a. #2025-115 - Approving Updated Parking Regulations

## 9. PRESENTATIONS AND PROCLAMATIONS

a. Update to Council on ruling of Nebraska Supreme Court in *Woodsonia HWY 281 v American Multi-Cinema, 318 Neb. 592 (2025)*

## 10. ADJOURNMENT

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.a.

**Subject:** Approving Minutes of the March 11, 2025 City Council Regular Meeting

**Staff Contact:** Jill Granere

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**BACKGROUND:** N/A

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** N/A

**RECOMMENDATION:** N/A

**SAMPLE MOTION:** Move to Approve Minutes of the March 11, 2025 City Council Regular Meeting

**ATTACHMENTS:**
1. Minutes

# City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
**March 11, 2025**
**7:00 PM**

**1.** CALL TO ORDER

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

**2**. PLEDGE OF ALLEGIANCE
**3.** ROLL CALL

The following City Officials were present, Deputy City Clerk Sonya Cisneros, City Administrator Laura McAloon, Assistant City Administrator/CFO Patrick Brown, Finance Director Matthew Gleason, City Attorney Kari Fisk and Public Works Director Keith Kurz.

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

**4**. SUBMITTAL OF REQUESTS FOR FUTURE AGENDA ITEMS

**5.** RESERVE TIME TO SPEAK ON AGENDA ITEMS

**6.** PRESENTATIONS AND PROCLAMATIONS

**6.a)** Recognition of Brad Foster for 40 Years of Service with the City of Grand Island
Cover Page

**6.b)** Recognition of Grand Island Senior High Individual Wrestling Champions
Cover Page

**7**. CONSENT AGENDA

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

**7.a)** Approving Minutes of the February 25, 2025, City Council Regular Meeting
Cover Page

Minutes

**7.b)** Approving Minutes of the March 4, 2025 City Council Special Meeting

Cover Page
Minutes

**7.c)** Approving Payment of Claims for the Period of February 26, 2025 through March 11, 2025 in the total amount of $

Cover Page
Claims

**7.d)** #2025- 71 - Approving Temporary Construction Easement for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (May, Valdez, Ramos, Wertz, Berst, Central Nebraska Federal Credit Union, and Rosenbach)

Cover Page
May Exhibit
Valdez Exhibit
Ramos Exhbit
Wertz Exhibit
Berst Exhibit
Central Nebraska Federal Credit Union Exhibit
Rosenbach Exhibit
Resolution

**7.e)** #2025- 72- Approving Temporary Construction Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Essink, Ahrens, John, Ommen & Grand Island Public Schools).

Cover Page
Essink Exhibit
Ahrens Exhibit
John Exhibit
Martin Exhibit
Grand Island Public Schools Exhibit
Resolution

**7.f)** #2025- 73 - Approving the Amendment to Resolution No. 2021-8 to Update Sole Source Provider for Trojan UV Parts, Materials, and Service for UV System at the Wastewater Treatment Plant

Cover Page
Resolution 2021-8
Resolution

**7.g** #2025- 74 - Approving Bid Award for Curb Ramp Project No. 2025-CR-1.

Cover Page

Contract
Location Exhibit
Resolution

With The Diamond Engineering Company in the amount of $158,416.30

**7.h)** #2025- 75 - Approving Contract Renewal 1 of 2 for Annual Symbols & Intersection Markings 2024 for the Streets Division of Public Works
Cover Page
Contract
Resolution

With County Line Striping in the estimated amount of $73,780.00.

**7.i)** #2025- 76 - Approving Contract Renewal 1 of 2 for Annual Lane Line Striping 2024 for the Streets Division of Public Works.
Cover Page
Contract
Resolution

With Straight-Line Striping, Inc in an estimated amount of $100,732.00.

**7.j)** #2025- 77 - Approving Master Professional Services Agreement with Speece Lewis, a Bowman Company for Bridge Inspections
Cover Page
Agreement
Resolution

With Speece Lewis for Calendar Year 2025.

**7.k)** #2025- 78 - Approving Certificate of Final Completion for Tri Street Drainage Improvements; Project No. 2023-D-1.
Cover Page
Engineer Certificate of Final Completion
Resolution

With The Diamond Engineering in an amount of $493,035.70.

**7.l)** #2025- 79 - Approving Certificate of Final Completion for Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4.
Cover Page
Engineer Certificate of Final Completion
Resolution

With Building Crafts, Inc in the amount of $8,609,018.29.

**7.m)** #2025- 80 - Approving Supplemental Agreement No. 2 with NDOT- Local

Assistance Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2024 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

Cover Page
Supplement No. 2
Resolution

With the Mayor authorized to sign Supplemental Agreement between the City and the State.

**7.n)** #2025- 81 - Approving Supplemental Agreement No. 1 with NDOT- Local Assistance Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2025 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

Cover Page
Supplement No. 1
Resolution

With the Mayor authorized to sign Supplemental Agreement between the City and the State

**7.o)** #2025- 82 - Approving Amendment No. 2 to Engineering Consulting Services for Independence Avenue; Capital Avenue to Manchester Road; Project No. 2023-P-10.

Cover Page
Amendment No. 2
Resolution

With JEO Consulting Group, Inc in the amount of $192,995.00

**7.p)** # 2025- 83 - Approving Parks Storage Building Lease Agreement - Parks & Recreation Department

Cover Page
Lease Agreement
Resolution

With Barry Neidfelt in an amount of $13,500.00

**7.q)** # 2025- 84 - Approving Reimbursement to Hornady for Heartland Public Shooting Park Capital Projects - Parks & Recreation Department.

Cover Page
Resolution

With Hornaday Manufacturing in the amount of $100,000.00.

**7.r)** 2025- 85- Approving Purchase of a new Toro Groundsmaster 4000-D (T-4) Mower for the Golf Division of the Parks & Recreation Department

Cover Page
Resolution

With Midwest Turf and Irrigation in the amount of $881,142.22.

**7.s)** #2025- 86 - Approving Grand Island Water System Master Plan and Hydraulic Model Updates.

Cover Page
Resolution

With Olsson in the amount of $95,164.00.

**7.t)**#2025-87 - Approving Semm Subdivision

Cover Page
Semm Map
Application
Plat
Agreement
Resolution

**7.u)**#2025- -88 - Approving Financial Institution Changes Authorization

Cover Page
Resolution

Finance Director Matt Gleason reported that staff was recommending a blanket resolution that allows the Mayor and Finance Director to sign such paperwork in an administrative capacity to continue doing their job without future City Council resolutions for each and every instance that may require such paperwork.

Motion by Jack Sheard, second by Mike Paulick to approve 7.u) #2025-88 - Approving Financial Institution Changes Authorization. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Maggie Mendoza, Ryan O'Neill. Noes: Doug Brown, Chuck Haase, Mike Paulick. Absent: Doug Lanfear

## 8. PUBLIC HEARINGS

**8.a)** Public Hearing on Acquisition of Public Right-of-Way and Permanent Easements for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Ramos, Wertz, Berst, Central Nebraska Federal Credit Union and Rosenbach)

#2025-89 - Approving Acquisition of Public Right-of-Way and Permanent Easements for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Ramos, Wertz, Berst, Central Nebraska.

Cover Page
Ramos ROW Exhibit
Wertz ROW Exhibit
Berst ROW Exhibit
Central Nebraska Federal Credit Union PE Exhibit

Rosenbach PE Exhibit
Resolution

Public Works Director Keith Kurz reported that these are permanent easements needed to accommodate such improvements for the South Locust Street project.

Motion by Mark Stelk, second by Jack Sheard to approve 8.a) Public Hearing on Acquisition of Public Right-of-Way and Permanent Easements for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Ramos, Wertz, Berst, Central Nebraska Federal Credit Union and Rosenbach) #2025-89 - Approving Acquisition of Public Right-of-Way and Permanent Easements for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Ramos, Wertz, Berst, Central Nebraska Federal Credit Union and Rosenbach). Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick. Absent: Doug Lanfear. Motion adopted.

**8.b)** Public Hearing on Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Essink, Ahrens, and John)

#2025-90 - Approving Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Essink, Ahrens, and John)

Cover Page
Essink Exhibit
Ahrens Exhibit
John Exhibit
Resolution

Public Works Director Keith Kurz reported that these are permanent easement needed to accommodate for improvements of the Independence Avenue – Capital Avenue to Manchester Road; Project No. 2023-P-10.

Motion by Doug Brown, second by Ryan O'Neill to approve 8.b) Public Hearing on Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Essink, Ahrens, and John) 2025-90 - Approving Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Essink, Ahrens, and John). Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick. Absent: Doug Lanfear. Motion adopted.

## 9. REQUEST AND REFERRALS

**9.a)** Consideration of Referring a Blight and Substandard Study for Proposed CRA Area 41 to the Hall County Regional Planning Commission

Community Development Director Chad Nabity reported a blighted and substandard study is approximately 49.02 acres of property south of Capital Avenue and east of North Road. Chad reported that If the study was approved it is anticipated that an application for Tax Increment Financing would follow.

Keith Marvin reported that he was in favor of this blighted and substandard area.

Zach Butz reported that Zach was in favor of this blighted and substandard area.

Gerald Poels spoke in opposition.

Motion by Mike Paulick, second by Mark Stelk to approve 9.a) Consideration of Referring a Blight and Substandard Study for Proposed CRA Area 41 to the Hall County Regional Planning Commission . Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick. Absent: Doug Lanfear. Motion adopted.

## 10. ORDINANCES

**10.a)** #10,012 - Consideration to re-codify all Business Improvement Districts
Cover Page
Ordinance

City Attorney Kari Fisk reported this created general governing provisions that apply to all BIDs and was a template for any future BIDs that may be created.

Motion by Mark Stelk, second by Jason Conley to suspend the rules 10.a) #10,012 - Consideration to re-codify all Business Improvement Districts. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick. Absent: Doug Lanfear. Motion adopted

Motion by Chuck Haase, second by Mike Paulick to approve 10.a) #10,012 - Consideration to re-codify all Business Improvement Districts Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Mike Paulick. Absent: Doug Lanfear. Motion adopted.

## 13. ADJOURMENT

The meeting was adjourned at 7:45 p.m.

Deputy City Clerk
Sonya Cisneros

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.b.

**Subject:** Approving Minutes of the March 18, 2025 City Council Study Session

**Staff Contact:** Jill Granere

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**BACKGROUND:** N/A

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** N/A

**RECOMMENDATION:** N/A

**SAMPLE MOTION:** Move to approve Minutes of the March 18, 2025 City Council Study Session

**ATTACHMENTS:**
1. Minutes

# City Council Study Session Minutes

Council Chambers
City Hall
100 East First Street
**March 18, 2025**
**6:00 PM**

**1.** CALL TO ORDER

Mayor Roger Steele called the meeting to order at 6:00 p.m.

**2**. PLEDGE OF ALLEGIANCE
**3.** ROLL CALL

The following City Officials were present, City Clerk Jill Granere, City Administrator Laura McAloon, Assistant City Administrator/CFO Patrick Brown, Finance Director Matthew Gleason, Assistant Finance Director Brian Schultz and Public Works Director Keith Kurz.

The following City Council Members were present: Jack Sheard, Mark Stelk, Doug Brown, Maggie Mendoza, Ryan O'Neill, Mike Paulick, Mitchell Nickerson and Doug Lanfear. Chuck Haase and Jason Conley were absent. Doug Lanfear was present at 6:39 p.m.

**4**. RESERVE TIME TO SPEAK ON AGENDA ITEMS
**5.** PRESENTATIONS AND PROCLAMATIONS

**5.a)** Good Samaritan Recognition for Heroic Acts

Cover Page

Mayor Steele recognized Price King, Amelia Schreiner and Lito Quinones for Heroic Acts.

**5.b)** Lifesaver Recognition

Cover Page

Mayor Steele recognized Councilmember Doug Brown and Wes Harris.

**6. OTHER ITEMS**

**6.a)** Finance Revenue Review

Cover Page
General Fund Revenues by Department
City Council Revenue

Jay Vavricek and Jaime Parr spoke in favor of the funds for the State Fair.

Assistant City Administrator Patrick Brown gave an overview of the sales tax revenue reporting it was trending upwards and was 1 ½% up from last year, Mr. Brown also went over the general fund. Mr. Brown discussed the transparency portal. Discussed was the sales tax that was used to help fund public highways, municipal streets and sidewalks. Public Works Director reported not all projects would have been possible without this. Discussion was held on cash reserves.

Assistant Finance Director Brian Schultz gave a revenue review of the major revenue sources for the General Fund, Streets Fund, Food & Beverage Occupation Tax, Hotel Occupation Tax, and KENO Funds.

Common Revenues Discussed:

- Cable Franchise Fee
- Casino Tax
- Enhanced Employment Act Occupation Tax
- Food & Beverage Occupation Tax
- Good Life District Occupation Tax
- Hotel Occupation Tax
- Keno Proceeds
- Natural Gas Occupation Tax
- Rental Car Occupation Tax
- Telecommunications Occupation Tax

Discussed were the City Food and Beverage Tax helped fund Grand Island Parks, Nebraska State Fair, Grow Grand Island and Husker Harvest Days.

Mr. Schultz mentioned the council needed to have discussion on what the future tax should fund.

Mr. Schultz reported the Hotel Tax helped fund the maintenance and operations of the Heartland Events Center. The current Hotel Tax was set to expire on December 31, 2025, and the council needed to renew or re-establish City Code to continue. Discussion was held on the importance of the tax.

## 10. ADJOURMENT

The meeting was adjourned at 7:42 p.m.

City Clerk
Jill Granere

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.c.

**Subject:** Approving Payment of Claims for the Period of March 12, 2025 through March 25, 2025 in the total amount of $6,584,091.07

**Staff Contact:** Jill Granere

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**BACKGROUND:** N/A

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** N/A

**RECOMMENDATION:** N/A

**SAMPLE MOTION:** Move to approve Claims for the Period of March 12, 2025 through March 25, 2025 in the total amount of $6,584,091.07.

**ATTACHMENTS:**
1. Claims

| Vendor_Name | Description | Amount |
|---|---|---|
| AARON PETERSON | DT LOT SNOW REMOVAL | 700.00 |
| AGUILAR RUGS & SNOW REMOVAL | RAMP SNOW HAULING | 900.00 |
| AIRESPRING INC | PHONE SVC | 556.24 |
| AIRGAS INC | HI CO SPAN GAS | 1,258.00 |
| AIRGAS INC | CYLINDER RENTAL | 1,180.82 |
| AIRGAS INC | ZERO AMBIENT AIR | 114.04 |
| ALL COPY PRODUCTS INC | CONTRACT CHARGE 02/27/25-5/26/25 | 402.09 |
| ANDERSON FORD | HOSE | 40.50 |
| ANDERSON FORD | SEAT BELT | 67.67 |
| ASSOCIATED STAFFING INC | MAIL RUN CLERK | 273.18 |
| ASSOCIATED STAFFING INC | MAIL RUN CLERK | 273.18 |
| AUDRA LEICHLEITER | 2025 SUMMER GUIDE | 1,270.00 |
| AURORA COOPERATIVE ELEVATOR COMPANY | PROPANE - TS | 645.22 |
| AURORA COOPERATIVE ELEVATOR COMPANY | SHOP PROPANE | 1,218.00 |
| AURORA COOPERATIVE ELEVATOR COMPANY | SHOP PROPANE | 1,296.30 |
| BANK OF AMERICA | TASC Admin Fees | 8.28 |
| BANK OF AMERICA | EXPRESS CARRIAGE PARK -TRAVEL | 4.50 |
| BANK OF AMERICA | TASC Admin Fees | 24.84 |
| BANK OF AMERICA | TASC Admin Fees | 4.14 |
| BANK OF AMERICA | GOLDFYNCH.COM - FERC PLAN | 68.40 |
| BANK OF AMERICA | TASC Admin Fees | 8.28 |
| BANK OF AMERICA | TASC Admin Fees | 16.56 |
| BANK OF AMERICA | AMAZON - RUBBERBANDS | 19.47 |
| BANK OF AMERICA | GALLS-CLOTH ALLOW | 119.89 |
| BANK OF AMERICA | GALLS-CLOTH ALLOW MENDYK | 128.88 |
| BANK OF AMERICA | GALLS-OFFSETS TXN00129566 | (128.88) |
| BANK OF AMERICA | TSHIRT ENG-CLOTH ALLOW | 119.76 |
| BANK OF AMERICA | TASC Admin Fees | 62.23 |
| BANK OF AMERICA | "MIDWEST BRTH-ST 1,MAINT" | 815.95 |
| BANK OF AMERICA | "MIDWEST BRTH-ST 2,MAINT" | 692.59 |
| BANK OF AMERICA | MIDWEST BRTH-ST 3 SERV. | 740.70 |
| BANK OF AMERICA | MIDWEST BRTH-ST 4 SERV. | 904.85 |
| BANK OF AMERICA | OVERHEAD DR-SERV ST 3 | 82.30 |
| BANK OF AMERICA | TSHIRT ENG-CLOTH ALLOW | 87.98 |
| BANK OF AMERICA | "AVIS-CAR RENTAL, WATTS" | 740.85 |
| BANK OF AMERICA | ACE-BULBS ST1 | 5.99 |
| BANK OF AMERICA | ACE-CARPET CLNR | 39.98 |
| BANK OF AMERICA | ACE-GRILL ST 1 | 599.00 |
| BANK OF AMERICA | ACE-TIE DOWN | 19.99 |
| BANK OF AMERICA | AMAZON-INK | 54.89 |
| BANK OF AMERICA | HOME DEPOT-BLIND | 265.24 |
| BANK OF AMERICA | MENARDS-GFCI | 39.57 |
| BANK OF AMERICA | MENARDS-RET 3.4.25 | (20.97) |
| BANK OF AMERICA | MENARDS-ST SUP | 36.72 |
| BANK OF AMERICA | NAPA-HEATER HOSE | 112.26 |
| BANK OF AMERICA | BOUNDTREE-AMB SUP | 105.38 |
| BANK OF AMERICA | BOUNDTREE-AMB SUP | 192.90 |
| BANK OF AMERICA | BOUNDTREE-AMB SUP | 227.80 |
| BANK OF AMERICA | BOUNDTREE-AMB SUP | 375.79 |
| BANK OF AMERICA | BOUNDTREE-AMB SUP | 1,006.17 |
| BANK OF AMERICA | ISLAND SUPPLY -AMB SUP | 318.23 |
| BANK OF AMERICA | TELEFLEX-AMB SUP | 299.00 |
| BANK OF AMERICA | TASC Admin Fees | 141.68 |
| BANK OF AMERICA | PVC-RADIO MAINT AGREEMENT | 207.20 |
| BANK OF AMERICA | TOMMYS EXPRESS-FEB CAR WASHES | 355.00 |
| BANK OF AMERICA | GI BODY-TOW CHARGES | 525.00 |
| BANK OF AMERICA | ISLAND TOWING-TOW CHARGES | 1,225.00 |
| BANK OF AMERICA | KRAMERS-TOW CHARGES | 1,650.00 |
| BANK OF AMERICA | LONE TREE-TOW CHARGES | 1,025.00 |
| BANK OF AMERICA | TOWN & COUNTRY-TOW CHARGES | 825.00 |
| BANK OF AMERICA | PCAN-MEMBERSHIP DUES-CAPTAINS | 200.00 |
| BANK OF AMERICA | AMERICAN AIR-FLIGHT DFW | 982.56 |
| BANK OF AMERICA | FBI LEEDA-TRAINING | 795.00 |
| BANK OF AMERICA | FBI LEEDA-TRAINING | 795.00 |
| BANK OF AMERICA | HOLIDAY-HOTEL LEXINGTON NE | 261.75 |
| BANK OF AMERICA | TLO-INVESTIGATION LOOK UP TOOL | 130.40 |
| BANK OF AMERICA | USPS-EVIDENCE FREIGHT | 57.15 |
| BANK OF AMERICA | USPS-EVIDENCE FREIGHT | 132.55 |
| BANK OF AMERICA | USPS-EVIDENCE FREIGHT | 147.06 |
| BANK OF AMERICA | "WIRELESS KEYBOARD,BATTERIES" | 37.28 |
| BANK OF AMERICA | STAPLES-OFFICE SUPPLIES | 57.76 |
| BANK OF AMERICA | CASEYS -FUEL TRAINING MCTC IA | 19.44 |
| BANK OF AMERICA | CASEYS-OMAHA FUEL TRAINING | 24.26 |
| BANK OF AMERICA | AMAZON-CPR RESCUE MASKS | 151.90 |
| BANK OF AMERICA | AMAZON-CPR RESCUE MASKS | 151.90 |
| BANK OF AMERICA | Amazon-Hard Drive | 229.99 |

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|---|---|---|
| BANK OF AMERICA | AMAZON-PHONE CHARGERS | 211.40 |
| BANK OF AMERICA | AMAZON-SUPPLIES | 782.58 |
| BANK OF AMERICA | AMAZON-TRAUMA SHEERS | 44.95 |
| BANK OF AMERICA | BAYLY-HONOR GUARD UNIFORM HATS | 74.95 |
| BANK OF AMERICA | Dell-Battery Laptop | 79.87 |
| BANK OF AMERICA | Dell-Dock | 124.00 |
| BANK OF AMERICA | Dell-Monitors | 642.84 |
| BANK OF AMERICA | Dell-Speaker Bar | 65.24 |
| BANK OF AMERICA | GALLS-UNIFORM PANTS | 112.95 |
| BANK OF AMERICA | GALLS-UNIFORM SHIRTS | 82.80 |
| BANK OF AMERICA | LA POLICE GEAR-TRT UNIFORMS | 10.02 |
| BANK OF AMERICA | NEW NOTARY APPLICATION STAMP | 107.00 |
| BANK OF AMERICA | PVC-REPLACEMENT MIC | 113.40 |
| BANK OF AMERICA | SEARCH & SEIZURE POCKET GUIDES | 361.00 |
| BANK OF AMERICA | T SHI-INTERN & CHAPLAIN SHIRTS | 262.96 |
| BANK OF AMERICA | T SHIRT-GIPD SMALL GREY PATCHE | 356.00 |
| BANK OF AMERICA | AMP WORKS-SNOW REMOVAL | 595.00 |
| BANK OF AMERICA | AMP WORKS-SNOW REMOVAL | 1,091.00 |
| BANK OF AMERICA | HERMAN PLUM-PLUGGED TOLIET | 116.15 |
| BANK OF AMERICA | ZILLER T-GROUT IN MENS SHOWER | 100.00 |
| BANK OF AMERICA | "ACE HDWE-TRIMMER, OIL, HARNES | 417.98 |
| BANK OF AMERICA | SAMS CLUB-PREEN WEED | 215.88 |
| BANK OF AMERICA | USPS-PO BOX RENTAL LEC | 192.00 |
| BANK OF AMERICA | TASC Admin Fees | 28.98 |
| BANK OF AMERICA | TASC Admin Fees | 12.42 |
| BANK OF AMERICA | CDWG-AutoCad 3 Years | 13,749.42 |
| BANK OF AMERICA | AMAZON- DOOR HANGERS | 142.05 |
| BANK OF AMERICA | TASC Admin Fees | 12.42 |
| BANK OF AMERICA | USPS - RPC Letters | 10.22 |
| BANK OF AMERICA | USPS PO 3037350802 - Purchase | 48.40 |
| BANK OF AMERICA | COLUMN - Meeting notice RPC | 10.40 |
| BANK OF AMERICA | NE PLANNING CONF - Les Ruge | 130.00 |
| BANK OF AMERICA | NE PLANNING CONf- Rashad Moxey | 235.00 |
| BANK OF AMERICA | AMAZON - folders | 43.93 |
| BANK OF AMERICA | AMAZON - Office spplies | 222.04 |
| BANK OF AMERICA | TASC Admin Fees | 29.11 |
| BANK OF AMERICA | APPLE-Developer Prog Membersh | 106.43 |
| BANK OF AMERICA | "HD Supply - Bath Tissue, Soap | 1,273.76 |
| BANK OF AMERICA | MENARDS - Lumber | 5.96 |
| BANK OF AMERICA | ENDICIA - Monthly Service Fee | 19.99 |
| BANK OF AMERICA | COLUMN -Feb 2025 Board Mtg | 8.40 |
| BANK OF AMERICA | AMAZON - Books | 104.52 |
| BANK OF AMERICA | AMAZON - Children's Book | 12.49 |
| BANK OF AMERICA | INGRAM - Books | 20.69 |
| BANK OF AMERICA | INGRAM - Books | 34.50 |
| BANK OF AMERICA | INGRAM - Books | 36.94 |
| BANK OF AMERICA | INGRAM - Books | 367.50 |
| BANK OF AMERICA | INGRAM - Books | 494.82 |
| BANK OF AMERICA | INGRAM - Credit | (11.68) |
| BANK OF AMERICA | AMAZON - Books | 152.69 |
| BANK OF AMERICA | AMAZON - DVD | 22.98 |
| BANK OF AMERICA | AMAZON - DVD'S | 20.98 |
| BANK OF AMERICA | AMAZON - DVD'S | 39.91 |
| BANK OF AMERICA | ALA - Conference/Klee | 455.00 |
| BANK OF AMERICA | AMERICAN-Flights for ALA/Klee | 433.66 |
| BANK OF AMERICA | SONDER-Hotel for ALA Conf/Klee | 935.87 |
| BANK OF AMERICA | WALMART - Storytime Kits | 29.12 |
| BANK OF AMERICA | "Construc Paper,Command Hooks" | 26.46 |
| BANK OF AMERICA | "QUILL - Toner, Copy Paper" | 376.54 |
| BANK OF AMERICA | ALA - Books and Bookmarks | 58.59 |
| BANK OF AMERICA | ALA - Membership Dues - Rogers | 125.00 |
| BANK OF AMERICA | AMAZON-Zip Locks for Check In | 38.97 |
| BANK OF AMERICA | AMZN-Staff Cart & Coin Envelop | 62.64 |
| BANK OF AMERICA | BRO-Easy Covers for Processing | 2,236.82 |
| BANK OF AMERICA | AMZN-Tumblers for Makerspace | 159.95 |
| BANK OF AMERICA | WALMART - Storytime Kits | 18.88 |
| BANK OF AMERICA | "Oxiclean, Swiffer Refills etc | 95.19 |
| BANK OF AMERICA | RECD-Annu Variable Surcharge | 2,903.00 |
| BANK OF AMERICA | Dell-Monitors | 333.48 |
| BANK OF AMERICA | Dell-Speaker Bar | 32.62 |
| BANK OF AMERICA | TASC Admin Fees | 4.14 |
| BANK OF AMERICA | ACE-caulk-gun piston/caulking | 37.97 |
| BANK OF AMERICA | JOHNNYS - new lock & handle | 300.00 |
| BANK OF AMERICA | AKRS EQUIP-cable/spring | 123.35 |
| BANK OF AMERICA | CENTRAL BOBCA-tank cap/filters | 374.35 |
| BANK OF AMERICA | CENTRAL NE BOBCA - Credit | (49.33) |
| BANK OF AMERICA | CENTRAL NE BOBCAT - filter | 13.86 |

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| BANK OF AMERICA | MIDWEST TURF-filters/pulley | 428.57 |
| BANK OF AMERICA | MIDWEST TURF-steel mat drags | 711.27 |
| BANK OF AMERICA | COLUMN - Tree Board Ad | 7.20 |
| BANK OF AMERICA | HEALTH DEPT-2025 POOL PERMITS | 450.00 |
| BANK OF AMERICA | Amazon-Ipad Case | 24.99 |
| BANK OF AMERICA | ACE HDWE - batteries | 1.99 |
| BANK OF AMERICA | AMAZON - soccer net clips | 38.99 |
| BANK OF AMERICA | MENARDS - safety hasp | 4.69 |
| BANK OF AMERICA | TOOFAST - switch/sawzall | 213.97 |
| BANK OF AMERICA | TASC Admin Fees | 4.14 |
| BANK OF AMERICA | ACE HDWE - wood sealer | 125.97 |
| BANK OF AMERICA | BALL HORTICULTURAL-plugs/seeds | 471.42 |
| BANK OF AMERICA | ISLAND SPRINKLR-ball valve | 6.54 |
| BANK OF AMERICA | MEAD LUMBER-Cedartone wood | 301.54 |
| BANK OF AMERICA | MENARDS-filter bags/cartridge | 23.28 |
| BANK OF AMERICA | SAMSCLUB-printer ink/dish soap | 379.76 |
| BANK OF AMERICA | TASC Admin Fees | 20.83 |
| BANK OF AMERICA | WEGNER MONUMENT-engrave door | 50.00 |
| BANK OF AMERICA | AMAZON - shop door handle | 109.00 |
| BANK OF AMERICA | MENARDS-spark plugs/sea foam | 50.84 |
| BANK OF AMERICA | NAPA AUTO - fuel filter | 26.64 |
| BANK OF AMERICA | BTS - March service | 83.70 |
| BANK OF AMERICA | ACE HDWE - tire inflator | 85.99 |
| BANK OF AMERICA | TASC Admin Fees | 4.14 |
| BANK OF AMERICA | FACEBK  - boost post | 12.66 |
| BANK OF AMERICA | FACEBK  - post boost | 49.37 |
| BANK OF AMERICA | FACEBK - Boost post | 6.00 |
| BANK OF AMERICA | FACEBK - Post boost | 4.34 |
| BANK OF AMERICA | FACEBK - Post boost | 23.59 |
| BANK OF AMERICA | FACEBK - post boost | 6.44 |
| BANK OF AMERICA | FACEBK - post boost | 7.24 |
| BANK OF AMERICA | FACEBK - post boost | 8.81 |
| BANK OF AMERICA | FACEBK - post boost | 13.66 |
| BANK OF AMERICA | FACEBK - post boost | 17.83 |
| BANK OF AMERICA | FACEBK - post boost | 19.48 |
| BANK OF AMERICA | AMAZON-Program supplies | 290.66 |
| BANK OF AMERICA | SWA-movies in the park deposit | 530.00 |
| BANK OF AMERICA | THE DRAIN CLEA-Urinal repair | 268.75 |
| BANK OF AMERICA | AMAZON - bat holders | 51.98 |
| BANK OF AMERICA | AMAZON - footballs | 49.90 |
| BANK OF AMERICA | AMAZON- flag football flags | 35.13 |
| BANK OF AMERICA | JACKSON SERV-mat rental | 91.42 |
| BANK OF AMERICA | PLAY IT AGAIN S-umpire gear | 103.46 |
| BANK OF AMERICA | ACE HDWE - FH supplies | 54.96 |
| BANK OF AMERICA | AMAZON - picnic table | 181.56 |
| BANK OF AMERICA | MENARDS-cleaning supplies | 138.91 |
| BANK OF AMERICA | HEALTH DEPT-2025 POOL PERMITS | 300.00 |
| BANK OF AMERICA | ALLO-LP phone bill | 337.68 |
| BANK OF AMERICA | HEALTH DEPT-2025 POOL PERMITS | 150.00 |
| BANK OF AMERICA | HOLIDAY INN-HOTEL ROOM | 290.50 |
| BANK OF AMERICA | INGRAM - Books | 19.30 |
| BANK OF AMERICA | INGRAM - Books | 30.74 |
| BANK OF AMERICA | INGRAM - Books | 85.55 |
| BANK OF AMERICA | INGRAM - Books | 165.66 |
| BANK OF AMERICA | GI IND-2025-3-11 PH- 2021-P-6 | 10.00 |
| BANK OF AMERICA | GI IND- 2025-3-11 PH-2023-P-10 | 10.00 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 355.95 |
| BANK OF AMERICA | TASC Admin Fees | 25.10 |
| BANK OF AMERICA | CINTAS CORP - RAGS | 493.83 |
| BANK OF AMERICA | BORDER STATES - BULBS | 555.00 |
| BANK OF AMERICA | MENARDS- BOARD | 4.99 |
| BANK OF AMERICA | TIRZAH A CATLE-BUFF FLOOR | 192.50 |
| BANK OF AMERICA | TIRZAH A CATLE-CLEAN FACILITY | 700.00 |
| BANK OF AMERICA | VESTIS - RUGS | 250.16 |
| BANK OF AMERICA | ZORO - FILTER | 71.39 |
| BANK OF AMERICA | MID NE DISPOSAL - TRASH | 241.30 |
| BANK OF AMERICA | MID NE DISPOSAL - TRASH | 269.00 |
| BANK OF AMERICA | CLEARFLY TEL - FLEET PHONES | 163.59 |
| BANK OF AMERICA | ATSSA - TRAINING BOOKS | 70.50 |
| BANK OF AMERICA | GDP Matt Blessinge - TRAINING | 500.00 |
| BANK OF AMERICA | RESIDENCE INN - TRAINING | 775.50 |
| BANK OF AMERICA | "AMAZON - GLOVES, EAR PLUGS" | 54.59 |
| BANK OF AMERICA | AMAZON -SAFETY COAT | 209.94 |
| BANK OF AMERICA | FULL SOURCE- SAFETY SHIRTS | 3,358.89 |
| BANK OF AMERICA | ACE - TRASH BAGS | 76.32 |
| BANK OF AMERICA | EQUIPMENT BLADES - SHARQ SOLID | 7,685.60 |
| BANK OF AMERICA | PLATTE VALLEY - SERVICE | 47.50 |

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| BANK OF AMERICA | "ACE - 2 CYCLE OIL,PAINT" | 29.68 |
| BANK OF AMERICA | ACE - BLOWER | 299.99 |
| BANK OF AMERICA | ACE - SPRAY PAINT | 30.57 |
| BANK OF AMERICA | ACE -SPRAY PAINT | 42.98 |
| BANK OF AMERICA | "ACE - WIRE, CLIPS" | 86.87 |
| BANK OF AMERICA | "STATE STEEL-PLATE, ROLLED FLA | 859.40 |
| BANK OF AMERICA | AURORACOOP - PROPANE | 78.37 |
| BANK OF AMERICA | AURORACOOP - PROPANE | 95.23 |
| BANK OF AMERICA | CONSTRUCTION RENTAL - STARTER | 90.00 |
| BANK OF AMERICA | MATHESON - COMPRESSED GASES | 41.34 |
| BANK OF AMERICA | MATHESON - COMPRESSED GASES | 197.87 |
| BANK OF AMERICA | STATE ST-ROLLED FLAT/ TUBING | 95.22 |
| BANK OF AMERICA | TRAUSCH DYNAMICS - HOSES | 21.38 |
| BANK OF AMERICA | TRAUSCH DYNAMICS - HOSES | 409.11 |
| BANK OF AMERICA | "ACE - CLAMP,ADAPTER" | 18.51 |
| BANK OF AMERICA | "ACE - PLUG, VAVLE" | 29.78 |
| BANK OF AMERICA | ACE - CONNECTOR / SCOOP | 24.58 |
| BANK OF AMERICA | ACE - VALVE | 19.99 |
| BANK OF AMERICA | MENARDS - ELBOW | 2.09 |
| BANK OF AMERICA | MENARDS - SUPPLIES | 171.46 |
| BANK OF AMERICA | MENARDS-  SHOP TOWELS | 11.98 |
| BANK OF AMERICA | NAPA - GREASE CLEANER | 29.18 |
| BANK OF AMERICA | TRACTOR SUPPLY - PAINT | 59.96 |
| BANK OF AMERICA | GI INDEP- 2025 MOWING QUOTES | 69.20 |
| BANK OF AMERICA | "MENARDS - LUMBER, BOLT" | 187.58 |
| BANK OF AMERICA | ACE - CHAIN SHARPENER | 28.50 |
| BANK OF AMERICA | MENARDS - TOOLS | 36.21 |
| BANK OF AMERICA | MOBOTREX INC - POWER CABLE | 130.00 |
| BANK OF AMERICA | UPS STORE - MAIL MONITOR | 51.32 |
| BANK OF AMERICA | "FASTENAL - NUTS ,WASHERS" | 145.12 |
| BANK OF AMERICA | MENARDS - WASHERS | 13.16 |
| BANK OF AMERICA | ACE - DRILL BIT | 39.98 |
| BANK OF AMERICA | ACE - NUTS BOLTS SCREWS | 20.28 |
| BANK OF AMERICA | MENARDS - TOOLS | 64.08 |
| BANK OF AMERICA | CITY OF GI-2024 SRP Pool Party | 390.00 |
| BANK OF AMERICA | WALMART - Storytime Kits | 28.88 |
| BANK OF AMERICA | "ROGUE-EXERCISE EQUIPT,DEP." | 50,000.00 |
| BANK OF AMERICA | TASC Admin Fees | 8.28 |
| BANK OF AMERICA | "ACE HDWE - Fuel Cleaner, OIL" | 29.17 |
| BANK OF AMERICA | HANSEN INTERNATIONAL-STUD WHL | 66.60 |
| BANK OF AMERICA | INLAND-WRONG STUDS-RETURNED | (281.60) |
| BANK OF AMERICA | POMPS-TIRE REPAIR | 49.00 |
| BANK OF AMERICA | POMPS-TIRE REPAIR | 1,107.49 |
| BANK OF AMERICA | CULLIGAN-BOTTLED WATER | 34.50 |
| BANK OF AMERICA | CLEARFLY-PHONESERVICE-3/31/25 | 113.32 |
| BANK OF AMERICA | 5TH SEASON-YARD FERTILIZATION | 1,488.48 |
| BANK OF AMERICA | CULLIGAN-BOTTLED WATER | 11.50 |
| BANK OF AMERICA | TASC Admin Fees | 8.28 |
| BANK OF AMERICA | CENT NE BOBCAT-Skidloader Tire | 387.98 |
| BANK OF AMERICA | NMC-D7 dozer hose replacement | 9.20 |
| BANK OF AMERICA | NMC-D7 dozer hose replacement | 362.15 |
| BANK OF AMERICA | NMC-D7 dozer hyd hose repair | 909.82 |
| BANK OF AMERICA | NMC-D7 dozer reg. service | 1,326.23 |
| BANK OF AMERICA | NMC-excavator repair | 6.92 |
| BANK OF AMERICA | NMC-excavator repair | 37.73 |
| BANK OF AMERICA | NMC-excavator repair | 62.91 |
| BANK OF AMERICA | NMC-scraper repair | 893.47 |
| BANK OF AMERICA | CULLIGAN-bottled water | 41.00 |
| BANK OF AMERICA | WINZER-tools & supplies | 196.23 |
| BANK OF AMERICA | ceiling fan parts/ELE-C10653 | 30.13 |
| BANK OF AMERICA | credit/ELE-C10653/ TXN0012934 | (68.87) |
| BANK OF AMERICA | wash bay hose/ELE-C10653 | 77.24 |
| BANK OF AMERICA | wash bay supplies/ELE-C10653 | 59.08 |
| BANK OF AMERICA | wash bay supplies/ELE-C10653 | 163.07 |
| BANK OF AMERICA | AES PARTS-diaphragm repair kit | (126.99) |
| BANK OF AMERICA | BATTERY JACK-batteries | (4.74) |
| BANK OF AMERICA | AES PARTS-diaphragm repair kit | (46.18) |
| BANK OF AMERICA | BATTERY JACK-batteries | (1.73) |
| BANK OF AMERICA | "OMA-parking-airport,J.Hiegel" | 24.00 |
| BANK OF AMERICA | "UW CE REGIST, training/SUB-C2 | 1,895.00 |
| BANK OF AMERICA | "CULLIGAN, water deliveries" | 109.00 |
| BANK OF AMERICA | ALLO-phone 395-7218 | 409.25 |
| BANK OF AMERICA | AMAZON-graph paper | 85.52 |
| BANK OF AMERICA | AUTOBKS TIRZAH A CA-custodial | 1,419.00 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 16.95 |
| BANK OF AMERICA | MID NE DISPOSAL-waste removal | 80.00 |
| BANK OF AMERICA | PHILLIPS 66 - TAGS ONE - fuel | 65.98 |

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| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 135.60 |
| BANK OF AMERICA | "AJ T,software license renewal | 90.00 |
| BANK OF AMERICA | "AMAZON, air fresheners" | 29.15 |
| BANK OF AMERICA | "AMAZON, cleaning supplies" | 355.11 |
| BANK OF AMERICA | "AMAZON, power strip" | 40.84 |
| BANK OF AMERICA | "AMAZON, tools & monitor stand | 84.89 |
| BANK OF AMERICA | "DKC DIGI,parts-access control | 47.20 |
| BANK OF AMERICA | "THE HOME DEPOT, wypalls" | 282.24 |
| BANK OF AMERICA | Ace-restroom floor drain | 29.23 |
| BANK OF AMERICA | AMAZON-Graph paper | 39.38 |
| BANK OF AMERICA | COLUMN-legal notice ad | 44.40 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 135.60 |
| BANK OF AMERICA | INTERNATIONAL TRANSACTION-fee | 0.72 |
| BANK OF AMERICA | THE HOME-trash can liners | 58.20 |
| BANK OF AMERICA | "CRESCENT ELE,cable tray parts | 209.88 |
| BANK OF AMERICA | SP PRIMELIGHT-warehouse lights | 1,150.00 |
| BANK OF AMERICA | TOOFAST SUPPLY-Milwaukee tools | 644.98 |
| BANK OF AMERICA | "HARBOR,socket set/ELE PWO 158 | 31.16 |
| BANK OF AMERICA | "MENARDS, tape/ELE PWO 158" | 6.87 |
| BANK OF AMERICA | "NAPA STORE, latch/ELE PWO 158 | 24.66 |
| BANK OF AMERICA | "TRACTOR, rivets/ELE PWO 158" | 33.30 |
| BANK OF AMERICA | ACE HDWE - nut/ELE PWO 158 | 13.31 |
| BANK OF AMERICA | ACE-parts cleaner/ELE PWO 158 | 51.56 |
| BANK OF AMERICA | Amazon - Snow Blower Parts | 22.87 |
| BANK OF AMERICA | parts welder cart/ELE PWO 158 | 104.02 |
| BANK OF AMERICA | TOOFAST-drill bits/ELE PWO 158 | 166.56 |
| BANK OF AMERICA | ceiling fan parts/ELE PWO 235 | 12.51 |
| BANK OF AMERICA | GLOBALINDUSTRIALEQ-Pallet Jack | 493.37 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 254.25 |
| BANK OF AMERICA | IR INDUST-Repair Compressor | 1,229.35 |
| BANK OF AMERICA | snow blower skids/ELE-C10587 | 64.48 |
| BANK OF AMERICA | CC JANITORIAL SERVICE-cleaning | 1,139.50 |
| BANK OF AMERICA | WAL-MART-heaters | 64.44 |
| BANK OF AMERICA | MENARDS-struts | 243.74 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 50.85 |
| BANK OF AMERICA | INDUSTRIAL OUTFITT-muck boots | 709.46 |
| BANK OF AMERICA | KERMITS-car wash | 6.00 |
| BANK OF AMERICA | KERMITS-car wash | 6.00 |
| BANK OF AMERICA | KERMITS-wash city vehicle | 6.00 |
| BANK OF AMERICA | O'REILLY-battery | 144.73 |
| BANK OF AMERICA | O'REILLY-credit-core charge | (22.00) |
| BANK OF AMERICA | PUMP & PANTRY-car wash | 9.00 |
| BANK OF AMERICA | PUMP & PANTRY-fuel | 120.93 |
| BANK OF AMERICA | WAL-MART-DVD player | 160.18 |
| BANK OF AMERICA | WALMART-battery | 161.08 |
| BANK OF AMERICA | ZORO TOOLS-coveralls/goves | 570.70 |
| BANK OF AMERICA | ZORO TOOLS-respirators | 887.50 |
| BANK OF AMERICA | AMAZON-labels | 99.08 |
| BANK OF AMERICA | CC JANITORIAL SERVICE-cleaning | 1,746.88 |
| BANK OF AMERICA | MATHESON TRIGAS-welding | 659.46 |
| BANK OF AMERICA | AMAZON-ball bearings | 19.31 |
| BANK OF AMERICA | eBay-solenoid valve | 247.24 |
| BANK OF AMERICA | MCMASTER-CARR-gaskets/earmuffs | 796.33 |
| BANK OF AMERICA | MCMASTER-pipe clamps/filters | 539.92 |
| BANK OF AMERICA | AES PARTS-diaphragm repair kit | 2,482.07 |
| BANK OF AMERICA | SUPPLYHOUSE-capacitor | 47.24 |
| BANK OF AMERICA | BATTERY JACK-batteries | 92.69 |
| BANK OF AMERICA | MCMASTER-shackles/batteries | 1,840.44 |
| BANK OF AMERICA | FACEBK  - boost post | 33.34 |
| BANK OF AMERICA | FACEBK  - post boost | 20.63 |
| BANK OF AMERICA | FACEBK - Boost post | 27.00 |
| BANK OF AMERICA | FACEBK - Post boost | 6.41 |
| BANK OF AMERICA | FACEBK - Post boost | 19.66 |
| BANK OF AMERICA | FACEBK - post boost | 20.56 |
| BANK OF AMERICA | FACEBK - post boost | 29.76 |
| BANK OF AMERICA | FACEBK - post boost | 32.19 |
| BANK OF AMERICA | FACEBK - post boost | 37.34 |
| BANK OF AMERICA | FACEBK - post boost | 37.52 |
| BANK OF AMERICA | FACEBK - post boost | 45.17 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 235.85 |
| BANK OF AMERICA | TASC Admin Fees | 123.62 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 50.85 |
| BANK OF AMERICA | MCMASTER-pipe clamps C132831 | 2,788.39 |
| BANK OF AMERICA | RO-Backflow preventorWAT-C3213 | 1,462.86 |
| BANK OF AMERICA | SECURITY EQUIP-reader  C127477 | 1,008.62 |
| BANK OF AMERICA | FASTENAL COMPANY-T-rod | 153.83 |
| BANK OF AMERICA | FASTENAL COMPANY-t-rod | 123.07 |

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| BANK OF AMERICA | ACE HDWR-couplings | 1.70 |
| BANK OF AMERICA | MENARDS-Adapter/union | 10.17 |
| BANK OF AMERICA | ROBERTS PUMP-relief valve | 352.10 |
| BANK OF AMERICA | SHERWIN-WILLIAMS-paint | 593.59 |
| BANK OF AMERICA | MCMASTER-CARR-pipe fitting | 789.49 |
| BANK OF AMERICA | MCMASTER-CARR-pipe fitting | 2,368.47 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 101.70 |
| BANK OF AMERICA | Indepth / Wall charger | 325.00 |
| BANK OF AMERICA | sprinkler parts/W.O.#WAT-C3335 | 107.16 |
| BANK OF AMERICA | ISLAND SPRINKLER-MATERIALS | 9.56 |
| BANK OF AMERICA | Constr Rental/concrete tools | 98.75 |
| BANK OF AMERICA | TASC Admin Fees | 12.42 |
| BANK OF AMERICA | AMAZON-INK CARTRIDGES | 19.99 |
| BANK OF AMERICA | CDWG-AutoCad 3 Years | 9,166.28 |
| BANK OF AMERICA | MID NE DISPOSAL-TRASH SERVICES | 297.00 |
| BANK OF AMERICA | CINTAS-UNIFORMS/MATS | 72.08 |
| BANK OF AMERICA | CLEARFLY-PHONE BILL (MAR 2025) | 146.45 |
| BANK OF AMERICA | CINTAS-UNIFORMS/MATS | 14.96 |
| BANK OF AMERICA | TRAUSCH-FLUSHER TRUCK PARTS | 147.63 |
| BANK OF AMERICA | MUNICIPAL PIPECAMERA FREIGHT | 181.93 |
| BANK OF AMERICA | ACE-BATTERIES-FLOW METERS | 28.17 |
| BANK OF AMERICA | HOME DEPOT-SHOP SUPPLIES | 194.44 |
| BANK OF AMERICA | ACE-SUPPLIES | 22.98 |
| BANK OF AMERICA | CINTAS-UNIFORMS/MATS | 39.01 |
| BANK OF AMERICA | ROYELLE TRU-RHINO LINE/DUMPER | 650.00 |
| BANK OF AMERICA | VESTIS-UNIFORMS | 17.50 |
| BANK OF AMERICA | CRESCENT ELECTRIC-LED LAMPS | 800.00 |
| BANK OF AMERICA | ISLAND INDOOR-HEATER REPAIRS | 304.00 |
| BANK OF AMERICA | MENARDS-DIESEL CONDITIONER/GEL | 205.20 |
| BANK OF AMERICA | MENARDS-FITTINGS | 140.53 |
| BANK OF AMERICA | NMC-INSPECT GENERATOR | 1,066.75 |
| BANK OF AMERICA | MENARDS-STARTER KIT | 22.99 |
| BANK OF AMERICA | AURORA COOP-DIESEL/GENERATORS | 4,960.03 |
| BANK OF AMERICA | CHEMSEARCH-LS DEGREASER | 4,981.95 |
| BANK OF AMERICA | BORDER STATES-WIRE | 127.20 |
| BANK OF AMERICA | MENARDS-PARTS | 31.25 |
| BANK OF AMERICA | MENARDS-SCREWS | 12.97 |
| BANK OF AMERICA | MENARDS-SHOP SUPPLIES | 79.90 |
| BANK OF AMERICA | HACH CO-LAB SUPPLIES | 446.25 |
| BANK OF AMERICA | TASC Admin Fees | 8.28 |
| BANK OF AMERICA | Allo-Internet Service | 847.25 |
| BANK OF AMERICA | NEBRASKA GIS/LIS - Conference | 250.00 |
| BANK OF AMERICA | DUO COM-Remote Access | 1,350.00 |
| BANK OF AMERICA | MAKE.COM-Software Maintenance | 108.00 |
| BANK OF AMERICA | PLATTE VALL-Network Cable Run | 610.80 |
| BANK OF AMERICA | CINTAS CORP - RAGS | 173.90 |
| BANK OF AMERICA | HEARI-2025 HEARING TESTS/ADMIN | 50.85 |
| BANK OF AMERICA | TASC Admin Fees | 8.28 |
| BANK OF AMERICA | ISLAND SUP-MACHINE WORK | 180.00 |
| BANK OF AMERICA | CINTAS CORP - RAGS | 116.00 |
| BANK OF AMERICA | TIRZAH A CATLE-BUFF FLOOR | 37.50 |
| BANK OF AMERICA | TIRZAH A CATLE-CLEAN FACILITY | 149.93 |
| BANK OF AMERICA | VESTIS - RUGS | 192.40 |
| BANK OF AMERICA | CLEARFLY TEL - FLEET PHONES | 81.79 |
| BANK OF AMERICA | "ARNOLD - FILTERS, MISC PARTS" | 2,023.22 |
| BANK OF AMERICA | "INLAND TRUCK-CARTRIDGE, VALVE | 239.24 |
| BANK OF AMERICA | "NAPA - MISC PARTS, FILTERS" | 3,115.10 |
| BANK OF AMERICA | AKRS - COMPRESSOR | 641.58 |
| BANK OF AMERICA | HANSEN - THERMOSTAT | 219.55 |
| BANK OF AMERICA | NATIONAL SIGNAL - POWER CABLE | 138.05 |
| BANK OF AMERICA | RUSH - DEF PUMP | 1,566.00 |
| BANK OF AMERICA | RUSH TRK - Credit | (266.00) |
| BANK OF AMERICA | TOM DINSDALE - CONNECTOR | 28.05 |
| BANK OF AMERICA | TOM DINSDALE - FILTER ASSY | 181.63 |
| BANK OF AMERICA | TOM DINSDALE - HARNESS | 377.86 |
| BANK OF AMERICA | TOM DINSDALE - SENSOR | 320.73 |
| BANK OF AMERICA | TRACTOR SUPPLY - OIL | 35.97 |
| BANK OF AMERICA | TRAUSCH - FITTINGS | 3.00 |
| BANK OF AMERICA | TRAUSCH - FITTINGS | 115.24 |
| BANK OF AMERICA | TRAUSCH - HOSE ASSY | 57.07 |
| BANK OF AMERICA | WISE HEAVY EQUIP - BRAKE PAD | 300.47 |
| BANK OF AMERICA | ZIPS - SPOT LIGHT | 262.99 |
| BANK OF AMERICA | BGNE - TOOL | 70.58 |
| BANK OF AMERICA | ISLAND SUP-WELDING SUPPLIES | 165.84 |
| BARRY NIEDFELT | 6-MONTH STORAGE BUILDING LEASE MAR 15, 2025 TO SEP | 13,500.00 |
| BGNE, INC. | SERVICE KIT | 2,424.51 |
| BLUE CROSS & BLUE SHIELD OF NEBRASKA INC | HEALTH INSURANCE CLAIMS | 6,771.00 |

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| BLUE CROSS & BLUE SHIELD OF NEBRASKA INC | HEALTH INSURANCE CLAIMS | 35,230.76 |
| BLUE CROSS & BLUE SHIELD OF NEBRASKA INC | HEALTH INSURANCE CLAIMS | 570,995.17 |
| BOOPS SHOOTERS SUPPLIES LLC | AMMO | 29,747.00 |
| BORDER STATES INDUSTRIES INC | AMI NETWORK ROUTER | 4,031.25 |
| BORDER STATES INDUSTRIES INC | PHOTO CONTROLS | 4,791.00 |
| BORDER STATES INDUSTRIES INC | SOFTWARE RENEWAL/ SUPPORT YEAR 2 OF 3 | 11,660.15 |
| BOSSELMAN ENERGY INC | FORKLIFT PROPANE | 30.00 |
| BOSSELMAN ENERGY INC | DIESEL FUEL | 1,448.54 |
| BOSSELMAN ENERGY INC | FUELS | 3,079.05 |
| BOSSFUELS INC | ETHANOL, DIESEL | 10,941.55 |
| BOSSFUELS INC | ETHANOL, DIESEL | 10,278.09 |
| BRETT ROWLEY | MCTC TRAINING-MEAL REIMBURSEMENT | 300.00 |
| BRIGGS INC OF OMAHA | ST-12 EXPANSION TANK | 60.06 |
| BRIGGS INC OF OMAHA | VARIOUS PLUMBING FITTINGS | 30.54 |
| BRIGGS INC OF OMAHA | VARIOUS PLUMBING FITTINGS | 42.27 |
| BROWN TRANSIT LLC | TRANSIT | 116,073.51 |
| BUTLER COUNTY LANDFILL INC | SLUDGE | 11,336.30 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.04 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.09 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 1.27 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.13 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.09 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.17 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 25.59 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.40 |
| CAPITAL BUSINESS SYSTEMS, INC | STATION 2 COPIES | 62.90 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 2.63 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.52 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 4.60 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.73 |
| CAPITAL BUSINESS SYSTEMS, INC | PW PLOTTER | 117.42 |
| CAPITAL BUSINESS SYSTEMS, INC | PW PLOTTER | 134.93 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.38 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.11 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 108.95 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.78 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 1.48 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 61.84 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 1.14 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 1.07 |
| CAPITAL BUSINESS SYSTEMS, INC | OVERAGE FEE 1/18 - 2/17 | 15.49 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.02 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.06 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.04 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.04 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.04 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.63 |
| CAPITAL BUSINESS SYSTEMS, INC | RICOH COPIER OVERAGE | 23.96 |
| CAPITAL BUSINESS SYSTEMS, INC | CANON 5750 CONTRACT | 96.57 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 5.71 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.50 |
| CAPITAL BUSINESS SYSTEMS, INC | MAR 25 BASE CHRG & FEB 25 OVERAGES | 133.65 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 1.42 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.30 |
| CAPITAL BUSINESS SYSTEMS, INC | CITY HALL COPIER FEE | 0.18 |
| CEDRIC D MCDONALD | FIELDHOUSE OFFICIAL | 200.00 |
| CEDRIC D MCDONALD | FIELDHOUSE OFFICIAL | 325.00 |
| CENTRAL NE HUMANE SOCIETY INC | ANIMAL CONTROL | 45,833.33 |
| CENTRAL NEBRASKA FEDERAL CREDIT UNION | 2021-P-6 PE & TE | 14,960.00 |
| CENTRAL SALT, LLC | ICE CONTROL SALT | 1,195.62 |
| CENTRAL SALT, LLC | ICE CONTROL SALT | 1,208.58 |
| CENTRAL SALT, LLC | ICE CONTROL SALT | 3,525.94 |
| CENTRAL SALT, LLC | ICE CONTROL SALT | 3,565.27 |
| CENTRAL SALT, LLC | ICE CONTROL SALT | 3,575.20 |
| CENTURYLINK INC | PHONE BILL | 80.75 |
| CENTURYLINK INC | 3/4 TO 4/3/25 SERVICE | 58.38 |
| CENTURYLINK INC | PHONE - 5449 | 296.65 |
| CENTURYLINK INC | ROGERS PHONE SVC. | 69.47 |
| CENTURYLINK INC | PHONE BILL | 80.75 |
| CENTURYLINK INC | PHONE | 42.38 |
| CHANCE L ENGEL | CLEANING & GROUNDS | 650.00 |
| CHARLOTTE A. BERST | 2021-P-6 ROW & TE | 1,370.00 |
| CHARTER COMMUNICATIONS | MARCH CABLE SERVICE | 138.38 |
| CHEMTREAT INC | CHEMICAL CONSULTANT | 1,400.00 |
| CINTAS CORP | FLOOR MATS | 47.21 |
| CINTAS CORP | UNIFORMS | 23.37 |
| CINTAS CORP | UNIFORMS | 23.37 |

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| CINTAS CORP | UNIFORMS | 46.62 |
| CINTAS CORP | UNIFORMS | 47.05 |
| CINTAS CORP | TRAFFIC MATS | 27.74 |
| CINTAS CORPORATION NO 2 | FIRST AID SUPPLIES | 21.42 |
| CINTAS CORPORATION NO 2 | RESTOCK FIRST AID KITS | 290.71 |
| CINTAS CORPORATION NO 2 | RESTOCK FIRST AID CABINETS | 308.85 |
| CITY OF GRAND ISLAND | STREET SWEEPINGS | 492.86 |
| CITY OF GRAND ISLAND | ROW PERMITS | 25.00 |
| CITY OF GRAND ISLAND | ROW PERMITS | 200.00 |
| CITY OF GRAND ISLAND | SLUDGE | 14,324.55 |
| CITY OF GRAND ISLAND-BID's | DT GREEN TEAM | 10,000.00 |
| CITY OF GRAND ISLAND-BID's | FEBRUARY 2025 BID RECEIPTS FOR 940 FUND | 2,734.36 |
| CITY OF GRAND ISLAND-BID's | FEBRUARY 2025 BID RECEIPTS FOR 940 FUND | 11,826.52 |
| CITY OF GRAND ISLAND-BID's | FEBRUARY 2025 BID RECEIPTS FOR 940 FUND | 1,361.28 |
| CITY OF GRAND ISLAND-BUILDING DEPT | BUILDING PERMIT FOR LINCOLN PARK PICNIC SHELTER | 407.70 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 1,533.00 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 8,863.50 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 2,557.14 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 14,331.90 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 1,773.33 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 29.42 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 ADMIN FEES | 100.00 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 4.76 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 2,045.38 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 1,667.50 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 200.00 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 5,316.67 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 15,069.04 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 647.14 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 2,349.19 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 10,606.26 |
| CITY OF GRAND ISLAND-FINANCE DEPT | SAFETY COORDINATOR VEHICLE ALLOCATION | 5,247.90 |
| CITY OF GRAND ISLAND-FINANCE DEPT | JAN 2025 RECEIPTS COLLECTED IN FEB CONESTOGA ADMIN | 141.86 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 4.76 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 0.32 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 ADMIN FEES FOR JAN 2025 RECEIPTS | 25,313.80 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 3.81 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 958.00 |
| CITY OF GRAND ISLAND-FINANCE DEPT | SAFETY COORDINATOR VEHICLE ALLOCATION | 1,499.40 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 4,887.53 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 1,911.15 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 1,481.00 |
| CITY OF GRAND ISLAND-FINANCE DEPT | SAFETY COORDINATOR VEHICLE ALLOCATION | 1,649.34 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 ADMIN FEES | 3,376.30 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 IN LIEU OF TAX FEES | 4,578.84 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 2,557.63 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 4,198.27 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 22.86 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 WC CLAIMS MAR 25 WC PREMS | 29,210.84 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 35,776.28 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 IN LIEU OF TAX FEES | 376,276.63 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEBRUARY-25 GOOD LIFE DISTRICT OCCUPATION TAX | 4,649.61 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 29,913.61 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 245.69 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 29,913.61 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 25,640.24 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 ADMIN FEES | 19,757.63 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 5,311.24 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEBRUARY-25 GOOD LIFE DISTRICT OCCUPATION TAX | 149.61 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 IN LIEU OF TAX FEES | 15,335.06 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 16,573.44 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 21.79 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 20,256.43 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 9,207.47 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 ADMIN FEES | 8,878.42 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEBRUARY-25 GOOD LIFE DISTRICT OCCUPATION TAX | 451.94 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 34.23 |
| CITY OF GRAND ISLAND-FINANCE DEPT | REIMBURSE FINANCE PAYROLL FEBRUARY 2025 | 31,757.24 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 ADMIN FEES | 10,754.16 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 25 IN LIEU OF TAX FEES | 25,549.43 |
| CITY OF GRAND ISLAND-FINANCE DEPT | SAFETY COORDINATOR VEHICLE ALLOCATION | 6,597.36 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 15,007.24 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 6,892.68 |
| CITY OF GRAND ISLAND-FINANCE DEPT | MAR INSTALLMENT INSURANCE PREMIUMS & GENERAL LIABI | 2,067.80 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 57.56 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 11.43 |
| CITY OF GRAND ISLAND-FINANCE DEPT | FEB 2025 REIMBURSEMENT POSTAGE/ SALES TAX COLLECTI | 8.57 |

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| CITY OF GRAND ISLAND-INFO TECH | LOST YUBIKEY - HAWLEY | 80.00 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 22.00 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 22.00 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 34.00 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 5,282.39 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 575.06 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 1,924.37 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 3,505.22 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 496.21 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 1,537.66 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 11,649.68 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 607.50 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 34.99 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 12,636.56 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 126.34 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 0.73 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 74.00 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 66.31 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 464.00 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 306.00 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 28,584.28 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 1,929.95 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 13,677.21 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 4,774.73 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 234.05 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 848.64 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 73.50 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 5,335.25 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 8,251.05 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 5,321.69 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 573.73 |
| CITY OF GRAND ISLAND-TREASURER | PETTY CASH REIMBURSEMENT | 164.00 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 1,836.98 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 457.76 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 186.92 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 371.26 |
| CITY OF GRAND ISLAND-TREASURER | REPAIR SHOP FEBRUARY 2025 | 69.16 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 5,138.96 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 2,690.24 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 1,793.48 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 234.40 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 12,644.19 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 786.39 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 3,417.25 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 3,102.96 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 7,384.66 |
| CITY OF GRAND ISLAND-UTILITIES | UTILITY INSERTS-SEASONAL JOBS | 764.60 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 234.14 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 744.06 |
| CITY OF GRAND ISLAND-UTILITIES | UTILITY INSERTS-SEASONAL JOBS | 764.60 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 3,482.64 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 403.86 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 271.32 |
| CITY OF GRAND ISLAND-UTILITIES | PET LICENSE INSERTS | 1,529.20 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 2,434.39 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 25,238.26 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 2,552.71 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 197.51 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 340.27 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 302.93 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 406.16 |
| CITY OF GRAND ISLAND-UTILITIES | REIMBURSE UTILITY WORKING FUND | 291.93 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 2,998.06 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 24.24 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 5,864.20 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 35.37 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 2,998.06 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 16,357.04 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 64.98 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 478.33 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 7,193.44 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 65,848.39 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 69.93 |
| CITY OF GRAND ISLAND-UTILITIES | WATER SYSTEM LABOR-MAR | 23,380.56 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 37,306.05 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 4,241.08 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 591.75 |

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| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 76.81 |
| CITY OF GRAND ISLAND-UTILITIES | INTERDEPARTMENTAL UTILITY BILLS | 743.07 |
| COLUMN SOFTWARE PBC | MEETING AD - APRIL | 10.80 |
| CONFLUENCE, INC | MASTER PLAN SERVICES #11 | 6,933.84 |
| CONFLUENCE, INC | MASTER PLAN SERVICES #11 | 3,272.50 |
| CONSOLIDATED CONCRETE CO | 47 B CONCRETE | 847.78 |
| CORE & MAIN LP | 8" OMNI DIRECT READ METER | 7,451.00 |
| CREDIT MANAGEMENT SERVICES INC | JAN 2025 BILLING ON ACCT 26822 | 167.49 |
| CREDIT MANAGEMENT SERVICES INC | JAN 2025 BILLING ON ACCT 27475 | 1,030.00 |
| CREDIT MANAGEMENT SERVICES INC | JAN 2025 BILLING ON ACCT 26822 | 106.59 |
| CREDIT MANAGEMENT SERVICES INC | JAN 2025 BILLING ON ACCT 26822 | 106.59 |
| CRESCENT ELECTRIC SUPPLY CO | ELECTRICAL CONNECTORS | 640.94 |
| CSG FORTE PAYMENTS, INC. | CC FEES | 5.25 |
| D & A TRENCHING | CONDUIT INSTALLATION | 1,595.00 |
| DAKOTA DOMINICK PETERSON | FIELDHOUSE OFFICIAL - FLAG FOOTBALL | 50.00 |
| DALLAS ARON STOLTENBERG | FIELDHOUSE OFFICIAL | 50.00 |
| DALLAS ARON STOLTENBERG | FIELDHOUSE OFFICIAL | 75.00 |
| DALLAS ARON STOLTENBERG | FIELDHOUSE OFFICIAL | 100.00 |
| DALLAS ARON STOLTENBERG | FIELDHOUSE OFFICIAL | 275.00 |
| DAQ ELECTRONICS LLC | FREIGHT | (1.60) |
| DAQ ELECTRONICS LLC | FREIGHT | (0.58) |
| DAQ ELECTRONICS LLC | FREIGHT | 31.18 |
| DEERE & COMPANY | 2024 JOHN DEERE GATOR | 18,332.38 |
| DELTA DENTAL OF NEBRASKA | DENTAL ADMIN FEES | 2,069.25 |
| DELTA DENTAL OF NEBRASKA | DENTAL INSURANCE CLAIMS | 6,379.12 |
| DELTA DENTAL OF NEBRASKA | DENTAL INSURANCE CLAIMS | 7,537.20 |
| DEPARTMENT OF ENERGY | SERVICES FOR FEB 2025 | 77,222.65 |
| DIDDIER CASTILLO | FIELDHOUSE OFFICIAL | 18.00 |
| DOBESH LAND LEVELING | CRUSHED CONCRETE | 40,057.73 |
| DUEY'S COMPUTER SERVICE INC | MARCH 2025 SUPPORT | 4,616.36 |
| DUEY'S COMPUTER SERVICE INC | FEBRUARY 2025 AUVIK SERVICE | 992.00 |
| EAKES INC | CITY HALL COPIER FEE | 0.72 |
| EAKES INC | CITY HALL COPIER FEE | 1.44 |
| EAKES INC | CITY HALL COPIER FEE | 21.00 |
| EAKES INC | CITY HALL COPIER FEE | 2.15 |
| EAKES INC | CITY HALL COPIER FEE | 1.44 |
| EAKES INC | CITY HALL COPIER FEE | 2.87 |
| EAKES INC | CITY HALL COPIER FEE | 6.71 |
| EAKES INC | CITY HALL COPIER FEE | 43.79 |
| EAKES INC | CITY HALL COPIER FEE | 8.61 |
| EAKES INC | CITY HALL COPIER FEE | 76.63 |
| EAKES INC | CITY HALL COPIER FEE | 12.20 |
| EAKES INC | CITY HALL COPIER FEE | 6.28 |
| EAKES INC | CITY HALL COPIER FEE | 1.81 |
| EAKES INC | CITY HALL COPIER FEE | 12.92 |
| EAKES INC | CITY HALL COPIER FEE | 24.59 |
| EAKES INC | CITY HALL COPIER FEE | 19.06 |
| EAKES INC | CITY HALL COPIER FEE | 17.87 |
| EAKES INC | CITY HALL COPIER FEE | 0.36 |
| EAKES INC | CITY HALL COPIER FEE | 1.08 |
| EAKES INC | CITY HALL COPIER FEE | 0.72 |
| EAKES INC | CITY HALL COPIER FEE | 0.72 |
| EAKES INC | CITY HALL COPIER FEE | 0.72 |
| EAKES INC | CITY HALL COPIER FEE | 10.55 |
| EAKES INC | CITY HALL COPIER FEE | 95.02 |
| EAKES INC | CITY HALL COPIER FEE | 8.25 |
| EAKES INC | CITY HALL COPIER FEE | 23.69 |
| EAKES INC | CITY HALL COPIER FEE | 5.02 |
| EAKES INC | CITY HALL COPIER FEE | 2.94 |
| ELIZABETH K ZARRAGA | FIELDHOUSE OFFICIAL | 126.00 |
| EMC INSURANCE CO | LIABILITY, PROPERTY & AUTO INSURANCE | 44,498.44 |
| EMC INSURANCE CO | LIABILITY, PROPERTY & AUTO INSURANCE | 50,453.07 |
| EMC INSURANCE CO | LIABILITY, PROPERTY & AUTO INSURANCE | 14,126.38 |
| EMC INSURANCE CO | WC COST FOR FEBRUARY 2025 | 5,174.02 |
| EMC INSURANCE CO | WC COST FOR FEBRUARY 2025 | 13,683.94 |
| EMS MANAGEMENT & CONSULTANTS INC | AMB BILLING | 1,074.04 |
| ESSENTIAL PERSONNEL INC | LITTER PICKERS | 648.45 |
| ESSENTIAL RESOURCE GROUP INC | FIRE / PRE-EMP SCREENS | 642.70 |
| FATTMERCHANT INC | FEB CC FEES | 186.00 |
| FATTMERCHANT INC | FEB CC FEES | 624.67 |
| FATTMERCHANT INC | FEB CC FEES | 93.00 |
| FELSBURG, HOLT & ULLEVIG INC | WETLAND DELINEATION | 14,177.50 |
| FIRST DATA CORPORATION | FEB 2025 BILLING CC FEES | 768.10 |
| FIRST DATA CORPORATION | FEB 2025 BILLING CC FEES | 7,310.86 |
| FIRST DATA CORPORATION | FEB 2025 BILLING CC FEES | 488.79 |
| FIRST DATA CORPORATION | FEB 2025 BILLING CC FEES | 4,652.37 |
| FIRST DATA CORPORATION | FEB 2025 BILLING CC FEES | 488.79 |

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| FIRST DATA CORPORATION | FEB 2025 BILLING CC FEES | 4,652.36 |
| FIRST LIGHT CHILD ADVOCACY CENTER | HAIR FOLLICLE TESTING | 178.00 |
| FOX VALVE DEVELOPMENT CORPORATION | EDUCTORS | (146.41) |
| FOX VALVE DEVELOPMENT CORPORATION | EDUCTORS | (53.24) |
| FOX VALVE DEVELOPMENT CORPORATION | EDUCTORS | 2,861.65 |
| GARY C. ROSENBACH | 2021-P-6 PE & TE | 1,080.00 |
| GE STEAM POWER INC | B MILL GASKETS | (459.14) |
| GE STEAM POWER INC | BOLTS, NUTS & WASHERS | (30.58) |
| GE STEAM POWER INC | B MILL GASKETS | (166.96) |
| GE STEAM POWER INC | BOLTS, NUTS & WASHERS | (11.12) |
| GE STEAM POWER INC | B MILL GASKETS | 8,974.14 |
| GE STEAM POWER INC | BOLTS, NUTS & WASHERS | 597.70 |
| GE STEAM POWER INC | SHIPPING | 42.30 |
| GENERAL COLLECTION CO INC | FEB 2025 BILLING ON ACCT 04788 | 19.68 |
| GENERAL COLLECTION CO INC | FEB 2025 BILLING ON ACCT 04788 | 12.53 |
| GENERAL COLLECTION CO INC | FEB 2025 BILLING ON ACCT 04788 | 12.52 |
| GPM ENVIRONMENTAL SOLUTIONS LLC | TEMPERATURE WIRING ASSEMBLY | 322.50 |
| GRAHAM TIRE CO OF GRAND ISLAND LLC | TIRES FOR 824K DOZER | 19,128.60 |
| GRAINGER | CIRCUIT BREAKERS | 152.42 |
| GRAINGER | CIRCUIT BREAKERS | 197.39 |
| GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM | OUTSIDE AGENCY FUNDING | 8,750.00 |
| GRAND ISLAND AREA ECONOMIC | ADMIN COMM MARKETING FUNDS | 88,153.00 |
| GRAND ISLAND CLINIC INC | RANDOM DOT DRUGTEST | 55.00 |
| GRAND ISLAND DISPOSAL INC | PORTA JON RENTAL FOR TRANSFER STATION | 175.00 |
| GRAND ISLAND PUBLIC SCHOOLS | $1,075.00 PARKING TICKETS; $4,197.50 LICENSES | 1,075.00 |
| GRAND ISLAND PUBLIC SCHOOLS | $1,075.00 PARKING TICKETS; $4,197.50 LICENSES | 15.00 |
| GRAND ISLAND PUBLIC SCHOOLS | $1,075.00 PARKING TICKETS; $4,197.50 LICENSES | 4,182.50 |
| GRANICUS LLC | OPENFORMS TEAMS LICENSE | 4,467.75 |
| GRANICUS LLC | OPENFORMS TEAMS LICENSE | 1,811.25 |
| GRID TRAINING CORP | LINE WORKER EDUCATION | 3,755.00 |
| GRIDIRON GENERATION HOLDCO, LLC | GENERATION | 7,973.80 |
| GRIMCO, INC | ROLLOVER SIGN TABLE | 17,428.32 |
| HALL CO COURT | COURT COSTS | 183.00 |
| HALL COUNTY TREASURER | SALES TAX & TITLE FEE 2025 GMC SIERRA 2500HD PCC | 5,183.40 |
| HAMILTON TELECOMMUNICATIONS | 911 (2) CIRCUIT | 267.38 |
| HAMILTON TELECOMMUNICATIONS | INTERNET BILL | 265.00 |
| HDR ENGINEERING INC | LRTP & TDM | 25,770.44 |
| HDR ENGINEERING INC | CCR GROUNDWATER REPTG | 4,128.91 |
| HDR ENGINEERING INC | CCR TITLE 132 PERMIT-FEB | 13,653.84 |
| HDR ENGINEERING INC | WWTP COMP PLAN | 20,401.12 |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | 332.00 |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | (22.11) |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | (18.26) |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | (12.98) |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | (8.04) |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | (6.64) |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | (4.72) |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | 253.70 |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | 432.15 |
| HEARTLAND OPTICAL INC | SAFETY GLASSES | 356.90 |
| HERMAN PLUMBING CO INC | BACKFLOW TEST ST #3 | 73.50 |
| HIRERIGHT GIS INTERMEDIATE CORP INC | RANDOM DOT TESTS | 78.35 |
| HIRERIGHT GIS INTERMEDIATE CORP INC | RANDOM DOT TESTS | 78.35 |
| HIRERIGHT GIS INTERMEDIATE CORP INC | RANDOM DOT TESTS | 156.70 |
| HIRERIGHT GIS INTERMEDIATE CORP INC | RANDOM DOT TESTS | 78.35 |
| HOOKER BROS SAND & GRAVEL INC | FILL SAND | 553.62 |
| HUSKER ELECTRIC SUPPLY | 1/2" EMT CONDUIT | 473.00 |
| HUSKER ELECTRIC SUPPLY | 12/2 W/G WIRE | 5,762.00 |
| HUSKER ELECTRIC SUPPLY | CONCAST BOX PADS | 3,961.38 |
| HYDRO OPTIMIZATION & AUTOMATION SOLUTIONS INC | ROGERS RES. FIRMWARE UPDATE | 1,147.50 |
| ISLAND GLASS CO | ADJUST DOOR - FIELDHOUSE | 162.50 |
| JACKS UNIFORMS AND EQUIPMENT | INSIGNIAS & NAME PLATE | 210.64 |
| JACKSON SERVICES INC | SHOP TOWELS, WET & DRY MOP SERVICE | 64.94 |
| JANNEY MONTGOMERY SCOTT LLC | MUNICIPAL ADVISORY SERVICE | 18,750.00 |
| JANSEN'S AIRCRAFT SYSTEMS CONTROLS INC | INSPECT & REPAIR GT2 & 3 VALVES | (503.23) |
| JANSEN'S AIRCRAFT SYSTEMS CONTROLS INC | INSPECT & REPAIR GT2 & 3 VALVES | (182.99) |
| JANSEN'S AIRCRAFT SYSTEMS CONTROLS INC | INSPECT & REPAIR GT2 & 3 VALVES | 9,835.77 |
| JENNIFER L. MAY | 2021-P-6 TE | 1,500.00 |
| JERRY'S SHEETMETAL INC | HVAC MAINT. 1ST QTR. | 779.38 |
| JERRY'S TRANSMISSION SERVICE INC | SEAT CUSHIONS | 1,396.14 |
| JESSICA BURKHARDT | 2021-P-6 ROW & TE | 2,500.00 |
| JMR ENTERPRISES LLC | NAME PLATE | 29.00 |
| JONATHAN SUNDERMEIER | FIELDHOUSE OFFICIAL | 162.00 |
| JOSE RAMOS YANEZ | 2021-P-6 ROW & TE | 2,630.00 |
| KELLY SUPPLY CO | WRT PVC COUPLING | 828.51 |
| KELTON KEARNS | FIELDHOUSE OFFICIAL | 50.00 |
| KELTON KEARNS | FIELDHOUSE OFFICIAL | 75.00 |

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| LANDIS+GYR TECHNOLOGIES LLC | FEBRUARY 2025 FEE | 2,850.00 |
| LIBRARY FURNITURE INTERNATIONAL LLC | DEPOSIT TOWARD MAKER FLEX TABLES | 3,350.00 |
| LINCOLN WINWATER WORKS CO | 1" CURB STOP W/ ANODE NUT | 6,022.69 |
| LOGAN CONTRACTORS SUPPLY INC | DIAMOND BLADES | 165.00 |
| LOGAN CONTRACTORS SUPPLY INC | KEYWAY & REBAR | 1,224.47 |
| LOUP CENTRAL LANDFILL ASSOCIATION | SLUDGE | 5,628.84 |
| LYMAN-RICHEY CORPORATION | 3000 PSI CONCRETE | 350.71 |
| LYMAN-RICHEY CORPORATION | 3000 PSI CONCRETE | 956.44 |
| LYMAN-RICHEY CORPORATION | 3500 PSI CONCRETE | 1,032.24 |
| LYMAN-RICHEY CORPORATION | 47B CONCRETE | 922.89 |
| MAGUIRE IRON INC | BURDICK RES TANK MAINT 3Q | 14,130.00 |
| MAGUIRE IRON INC | OLSON TANK MAINT 3Q | 11,663.00 |
| MAGUIRE IRON INC | ROGERS 1 MAINT 3Q | 14,137.00 |
| MAGUIRE IRON INC | ROGERS RES 2 MAINT 3Q | 3,472.88 |
| MARCUS MOE | FIELDHOUSE OFFICIAL | 75.00 |
| MARION A TARNICK | FLOOR MATS | 182.48 |
| MATHESON TRI-GAS INC | MONTHLY BOTTLE RENTAL | 405.16 |
| MATHESON TRI-GAS INC | MONTHLY BOTTLE RENTAL | 961.42 |
| MDM PEST & TERMITE CONTROL | PEST CONTROL ST 1 | 44.00 |
| MDM PEST & TERMITE CONTROL | PEST CONTROL ST 2 | 44.00 |
| MDM PEST & TERMITE CONTROL | PEST CONTROL ST 3 | 44.00 |
| MDM PEST & TERMITE CONTROL | PEST CONTROL ST 4 | 44.00 |
| MDM PEST & TERMITE CONTROL | PEST CONTROL | 540.40 |
| MID-NEBRASKA DISPOSAL INC | TRASH SERVICE | 75.00 |
| MID-NEBRASKA DISPOSAL INC | TRASH DISP. | 71.76 |
| MID-NEBRASKA DISPOSAL INC | TRASH DUMPSTER | 90.00 |
| MID-NEBRASKA DISPOSAL INC | TRASH DISP. | 47.84 |
| MID-NEBRASKA DISPOSAL INC | TRASH REMOVAL | 130.00 |
| MID-NEBRASKA DISPOSAL INC | GARBAGE PICKUP/ DISPOSAL | 40.00 |
| MID-NEBRASKA DISPOSAL INC | TRASH REMOVAL | 21.70 |
| MID-NEBRASKA DISPOSAL INC | DISPOSAL | 40.00 |
| MIDWEST CLOUD COMPUTING LLC | OFFICE 365 | 285.41 |
| MIDWEST CLOUD COMPUTING LLC | BARRACUDA EMAIL | 362.81 |
| MIDWEST CLOUD COMPUTING LLC | BARRACUDA EMAIL | 67.73 |
| MIDWEST CONNECT LLC | FEBRUARY | 159.13 |
| MIDWEST CONNECT LLC | FEBRUARY | 31.19 |
| MIDWEST TAPE | DVD'S | 75.72 |
| MIDWEST TAPE | DVD'S & PLAYAWAYS | 79.72 |
| MIDWEST TAPE | DVD'S & PLAYAWAYS | 102.47 |
| MIDWEST TAPE | HOOPLA FEB 2025 | 6,621.64 |
| MIKE AHRENS | 2023-P-10 PE | 180.00 |
| MOMAR INCORPORATED | VITA-MICRO CS70 | 14,999.26 |
| MOMAR INCORPORATED | VITA-MICRO CS70 | 15,393.72 |
| MONROE NEIA LLC | FASTENERS | 25.79 |
| MUNICIPAL SUPPLY INC OF NE | 1" BALL CURB CTS X FIP | 4,402.87 |
| MUNICIPAL SUPPLY INC OF NE | 12" PIPE COUPLING | 2,713.26 |
| MYERS CONSTRUCTION INC | 223 E KOENIG & KIMBALL ST BORE | 9,702.50 |
| NAJIB EGOR ORTIZ | FIELDHOUSE OFFICIAL | 18.00 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | (10.48) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | (120.60) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | (507.34) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | (3.81) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | (43.85) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | (184.49) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | 495.41 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | 8,723.70 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | 9,916.25 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | (6.67) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | (76.74) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | (322.85) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | (2.42) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | (27.90) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | (117.41) |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | 315.26 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | 4,726.14 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | 6,310.34 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 MISC | 306.16 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 PRINT SERVICES | 4,621.49 |
| NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC | FEB 2025 RECURRING | 5,870.08 |
| NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES | SIGNS | 973.05 |
| NEBRASKA FIRE SPRINKLER CORP | CAP OFF LINE | 893.00 |
| NEBRASKA HEATING & AIR INC | BOILER PRESSURE RELIF REP. | 244.11 |
| NEBRASKA HEATING & AIR INC | BOILER PRESSURE RELIF REP. | 338.88 |
| NEBRASKA MUNICIPAL FIRE CHIEFS ASSOCIATION | MEMBERSHIP DUES | 660.00 |
| NEBRASKA PUBLIC POWER DISTRICT | 2025 LINE PATROLS-MUDDY CREEK | 4.71 |
| NEBRASKA PUBLIC POWER DISTRICT | AINSWORTH WIND | 14,613.81 |
| NEBRASKA PUBLIC POWER DISTRICT | T-2 TRANSMISSION | 54,178.06 |

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| NEBRASKA PUBLIC POWER DISTRICT | T-2 TRANSMISSION | 223,440.00 |
| NEBRASKA STATE FIRE MARSHAL | INST II CERT. K. JOHNSON | 50.00 |
| NEBRASKALINK HOLDINGS LLC | INTERNET SERVICE MARCH 2025 | 990.00 |
| NEXTERA ENERGY MARKETING LLC | NEXTERA-FEB 2025 | 60,543.85 |
| NEXTERA ENERGY MARKETING LLC | NEXTERA-FEB 2025 | 20,083.52 |
| NITRO CONSTRUCTION INC | CRUSHED CONCRETE | 82.73 |
| NORTHWEST ELECTRIC LLC | WEC MOTOR | 1,632.86 |
| NORTHWESTERN ENERGY | NATURAL GAS BILL | 1,722.24 |
| NORTHWESTERN ENERGY | NAT GAS ST 3 | 295.12 |
| NORTHWESTERN ENERGY | NAT GAS ST 3 | 196.75 |
| NORTHWESTERN ENERGY | NATURAL GAS BILL | 328.26 |
| NORTHWESTERN ENERGY | MARCH NATURAL GAS | 229.94 |
| NORTHWESTERN ENERGY | FEB NATURAL GAS | 472.49 |
| NORTHWESTERN ENERGY | GAS SERVICE 1/30-2/28 | 906.80 |
| NORTHWESTERN ENERGY | NATURAL GAS 2/3-3/4 | 131.65 |
| NORTHWESTERN ENERGY | NATURAL GAS 2/3-3/4 | 271.08 |
| NORTHWESTERN ENERGY | NATURAL GAS 2/3-3/4 | 272.93 |
| NORTHWESTERN ENERGY | NATURAL GAS 2/3-3/4 | 755.91 |
| NORTHWESTERN ENERGY | HEAT BILL | 1,019.25 |
| NORTHWESTERN ENERGY | NATURAL GAS - WWTP | 12,528.37 |
| NORTHWESTERN ENERGY | NATURAL GAS 2/3-3/4 | 714.65 |
| NRG RADIO LLC | ADVERTISING-RECRUIT | 250.00 |
| NRG RADIO LLC | RECRUITING | 250.00 |
| OLSSON INC | STORM WATER MODELING PROJECT | 3,023.97 |
| OLSSON INC | 2023-WWTP-1 | 8,643.27 |
| OLSSON INC | 2025-S-1 AGRMT AWARD | 6,431.70 |
| OLSSON INC | 2024-S-3- CIPP | 12,859.48 |
| OMAHA PUBLIC POWER DISTRICT | NC2 PARTICIPATION POWER | 688,836.84 |
| OMAHA PUBLIC POWER DISTRICT | TOP SERVICE | 872.00 |
| OMAHA PUBLIC POWER DISTRICT | TOP SERVICE | 23,544.00 |
| OMAHA PUBLIC POWER DISTRICT | NC2 TRANSMISSION | 47,289.00 |
| OSISOFT INC | PI SOFTWARE PROGRAM | 9,262.00 |
| OVERHEAD DOOR CO | REPLACE WEATHERSTRIPPING | 4,880.90 |
| PATRICK E. BUETTNER | PERSONALLY PAID FOR TEST OF FAA DRONE TEST FOR CER | 175.00 |
| PATTY J. ESSINK | 2023-P-10 PE | 120.00 |
| PETE LIEN & SONS INC | PEBBLE LIME | 6,874.13 |
| PETE LIEN & SONS INC | PEBBLE LIME | 6,883.63 |
| PRAIRIE BREEZE EXPANSION HOLDINGS LLC | INVENERGY | 372,525.96 |
| PROTEX CENTRAL INC | FIRE ALARM INSPECTION | 175.00 |
| RAILROAD MANAGEMENT COMPANY III LLC | AGREEMENT TO HAVE PIPE | 417.05 |
| RANDY V SEE | FIELDHOUSE OFFICIAL | 90.00 |
| RATHMAN MANNING CONSTRUCTION, LLC | REPAIR ENDWALL | 6,300.00 |
| RATHMAN MANNING CONSTRUCTION, LLC | REPAIR OVERHEAD DOOR | 930.00 |
| RAYNOR GARAGE DOORS OF CENTRAL NE INC | SERVICE CALL-OVERHEAD DOORS | 220.50 |
| REFUND CUSTOMERS | OVERPAID AMBULANCE BILL | 106.08 |
| REFUND CUSTOMERS | OVERPAID AMBULANCE BILL | 800.00 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 9.22 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 736.70 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 1,292.34 |
| REFUND CUSTOMERS | REFUND DEPOSIT ON FINAL | 376.34 |
| REFUND CUSTOMERS | REFUND DEPOSIT PER CUSTOMER REQUEST | 420.00 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 14.80 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 248.41 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 305.13 |
| REFUND CUSTOMERS | REFUND CREDIT ON FINAL | 388.62 |
| REGION 12 AMERICAN BACKFLOW PREVENTION ASSOCIATION | BACKFLOW WORKSHOP | 360.00 |
| ROBERT ELDEN WILLIAMS | SNOW REMOVAL | 1,350.00 |
| ROCHESTER ARMORED CAR CO INC | MARCH 2025 ARMORED CAR SERVICE | 269.35 |
| ROSA JOHN | 2023-P-10 PE | 2,650.00 |
| RS AMERICAS INC | CIRCUIT BREAKERS & HEATER | 2,685.37 |
| RS AMERICAS INC | BATTERY | 83.42 |
| RS AMERICAS INC | FUSES | 387.73 |
| RS AMERICAS INC | RETURNED BATTERY | (83.42) |
| RURAL ELECTRIC SUPPLY COOPERATIVE | 600 AMP 4-POINT JUNCTIONS | 20,072.40 |
| RURAL ELECTRIC SUPPLY COOPERATIVE | 600 AMP PARKING BUSHINGS | 1,073.93 |
| RYDER ROSACKER MCCUE & HUSTON | APR 25 WC PREMIUMS | 34,481.00 |
| SAAT'S FLOORING LLC | FLOORING - MENS BATHROOM | 927.00 |
| SAFETY VISION LLC | VIDEO SYSTEM | 76.92 |
| SAFETY VISION LLC | VIDEO SYSTEM | 100.92 |
| SAFETY VISION LLC | VIDEO SYSTEM | 4,800.00 |
| SAFETY VISION LLC | VIDEO SYSTEM | 23,557.00 |
| SAFETY VISION LLC | VIDEO SYSTEM | 8,750.00 |
| SAINT FRANCIS MEDICAL CENTER | CPR- FD | 240.00 |
| SAINT FRANCIS MEDICAL CENTER | AMB SUP. | 1,479.82 |
| SAINT FRANCIS MEDICAL CENTER | BLOOD DRAWS | 2,700.00 |
| SAPP BROS INC | DIESEL, ETHANOL | 11,949.78 |
| SAPP BROS INC | DIESEL, ETHANOL | 10,736.00 |

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| SHOOTING PARK OPERATIONS, LLC | HPSP OPERATIONS CONTRACT | 7,000.00 |
| SKARSHAUG TESTING LABORATORY INC | CLEAN / REFINISH HOTARMS | 2,982.31 |
| SNOW EQUIPMENT, INC | FRAME | 1,438.01 |
| SNOW EQUIPMENT, INC | RAM | 283.83 |
| SOUTHERN POWER DISTRICT | FEB UTILITIES | 39.77 |
| SOUTHERN POWER DISTRICT | FEB UTILITIES | 209.00 |
| SOUTHERN POWER DISTRICT | FEB UTILITIES 1/31 TO 2/7/25 | 12.16 |
| SOUTHERN POWER DISTRICT | HWY 281 LIGHTS | 295.87 |
| SOUTHERN POWER DISTRICT | LIGHTS @ HUSKER HWY/ MONITOR | 25.32 |
| SOUTHWEST POWER POOL INC | TRANSMISSION-SPP | 1,138.45 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 309.28 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 3,479.43 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 296,705.13 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 6,581.43 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 2,393.26 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 8,919.61 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 610.70 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 222.07 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 90,408.44 |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | (34.23) |
| STATE OF NE DEPT OF REVENUE | FEB 25 SALES & USE TAX | 125.81 |
| STATE OF NE DIV OF COMM | REDIO AGREEMENT | 44.00 |
| STATE OF NE DIV OF COMM | FEB 2025 FOR ACCOUNT 010240 | 392.41 |
| STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY | GRADE IV LICENSE | 115.00 |
| STATE OF NEBRASKA DEPT OF ENVIRONMENT & ENERGY | GRADE IV LICENSE | 115.00 |
| STUART C IRBY CO | 2000: 5 C.T.'S | 5,390.33 |
| STUART C IRBY CO | XHHW CU. WIRE | 20,433.06 |
| TENASKA ENERGY INC | 202502-0524 | 11,213.80 |
| THE BABCOCK & WILCOX COMPANY | RAPPER | (460.50) |
| THE BABCOCK & WILCOX COMPANY | RAPPER | (167.45) |
| THE BABCOCK & WILCOX COMPANY | RAPPER | 9,000.63 |
| THE BABCOCK & WILCOX COMPANY | RAPPER SHIPPING | 138.24 |
| THE SCHEMMER ASSOCIATES INC | PROF SERV. OCT'24 | 10,998.00 |
| THE WALDINGER CORPORATION | 5KV SWITCHGEAR LABOR | 4,292.84 |
| THE WALDINGER CORPORATION | SWITCHGEAR SVC. | 2,128.50 |
| THERMO KING CHRISTENSEN INC | VALVE | 22.18 |
| TOWERS INSULATION INC | SCAFFOLDING SVC | 3,566.00 |
| TOWERS INSULATION INC | PAINT SVC | 13,495.00 |
| TOWERS INSULATION INC | PAINT SVC. | 8,824.00 |
| TRAUSCH DYNAMICS | HYDRAULIC HOSES / FITTINGS | 964.69 |
| U.S. ARMOR CORPORATION | BALLISTIC SHIELDS | 18,315.00 |
| ULTIMATE CANINE LLC | HANDLER TRAINING | 413.60 |
| UNION PACIFIC RAILROAD | TRAIN CCAGI003 | 247,180.50 |
| UNITED CONVEYOR CORPORATION | VALVE | 7,327.38 |
| UNITED CONVEYOR CORPORATION | GASKETS | 569.62 |
| UNITED CONVEYOR CORPORATION | AIR CYLINDER | 1,210.20 |
| UNITED PARCEL SERVICE, INC. | SHIPPING CHARGES | 386.28 |
| UNITED PARCEL SERVICE, INC. | SHIPPING SERVICE | 213.02 |
| UNITED STATES POSTMASTER | POSTAGE DUE ACCOUNT PERMIT #PD 95021-000 | 50.00 |
| UNITED STATES POSTMASTER | PO BOX RENEWAL | 382.00 |
| UNIVAR USA INC | CAUSTIC SODA & SULFURIC ACID | 1,871.58 |
| US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT | FY24 INTEREST EARNED ON THE 237 FUND | 2,707.51 |
| US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT | FY24 INTEREST ON 240 HOME FUND | 714.94 |
| VINCENT VALDEZ | 2021-P-6 TE | 440.00 |
| VULCAN INDUSTRIES INC | SCREENING BAGS | 1,784.00 |
| WAM INC | REPLACE DOOR GLASS | 565.49 |
| WATER REMEDIATION TECHNOLOGY LLC | URANIUM TREAT-MAR 25 | 91,532.46 |
| WAYNE PEREZ | FEB BLDG JANITORIAL SERV. | 270.00 |
| WESCO DISTRIBUTION INC | 3 AMP FITALL FUSES | 186.41 |
| WESCO DISTRIBUTION INC | 500 MCM POWER CABLE | 328,295.20 |
| WESCO DISTRIBUTION INC | 500MCM POWER CABLE | 27,557.14 |
| WESCO DISTRIBUTION INC | 500MCM POWER CABLE | 136,789.67 |
| WESCO DISTRIBUTION INC | CRIMP TOOLS | 3,145.45 |
| WEST GROUP PAYMENT CENTER | LAW LIBRARY | 564.60 |
| WEX HEALTH, INC | COBRA ADMIN FEES | 310.10 |
| WINSUPPLY OF GRAND ISLAND | FXP 45 DEG ELBOW | 75.95 |
| WINTER EQUIPMENT COMPANY INCORPORATED | MILLING TEETH | 6,000.00 |
| WOODSONIA HWY 281 LLC | JAN 2025 RECEIPTS COLLECTED IN FEB CONESTOGA | 28,231.10 |
| YOUNG WOMEN'S CHRISTIAN ASSOCATION OF GI NE INC | LB840 DISBURSEMENT | 250,000.00 |
| | Total | $ 6,584,091.07 |

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.d.

**Subject:** Approving Appointments to the Public Art Commission

**Staff Contact:** Mayor Roger G. Steele

---

**BACKGROUND:** On January 28, 2025, the City Council approved Ordinance No. 10,007 and established a Public Art Commission as codified in Chapter 37, Article 6 of the Grand Island City Code (the Code). A copy of the ordinance is included in the packet for ease of reference.

The Public Art Commission's primary duties include advising and making recommendations to the City Council regarding the acquisition, placement and maintenance of publicly owned works of visual art by the City, as well as reducing unnecessary risks to the City of liability or damage to public art installations. Prior to the placement, relocation or acquisition of works of visual art by the City, the Art Commission will review proposals and submit its recommendations to the Council and City departments. In addition, the Public Art Commission will, upon request, act in an advisory capacity to the City Council, Public Library Board and other City boards, departments and commissions on matters pertaining to visual art and aesthetics.

The Public Art Commission does not have the authority to grant approvals on its own, nor does it have authority to bind the City to any contracts or purchases and has no current budgetary authority.

**DISCUSSION:** Pursuant to the Code, the Public Art Commission shall have seven members (4 initial members to be appointed to 4-year term and 3 initial members to be appointed to 3-year term), of which there shall be a member in each of the following categories:

- Museum curator
- Architect or landscape architect
- Representative of a local nonprofit visual arts corporation or association
- Visual art teacher
- Commercial or established visual artist or designer
- Two at-large members with demonstrated interest or experience in the visual arts.

Commission members shall be residents of the City, reside within the extraterritorial jurisdiction of the City, or be employed at least 20 hours per week within the City by a

museum, architecture firm, school, or non-profit visual arts corporation or association.

Steve Anderson, Kay Grimminger, Christopher Hochstetler, Amanda Kreutzer and Jacqueline Proctor have applied for appointment to the Public Art Commission. Each of these applicants fulfils one of the Commission membership requirements as noted below.

Since the quorum required for action is 4, the Mayor is recommending appointment of the 5 applicants with the remaining 2 positions to be filled as additional applications are received. This will enable the Commission to begin its work for the City.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Mayor Steele has reviewed the applications and recommends the Council approve the appointment of the initial Public Art Commission members and terms as follows:

4 year term ending March 31, 2029:
Christopher Hochstetler (Museum curator)
Amanda Kreutzer (Architect)
Jacqueline Proctor (Visual art teacher)

The following will be appointed for a 3 year term ending March 31, 2028:
Dr. Steve Anderson (Representative of a local nonprofit arts association)
Kay Grimminger (Commercial or established visual artist)

**SAMPLE MOTION:** Move to approve the Mayoral appointments to the Public Art Commission for the recommended terms.

**ATTACHMENTS:**
1. Ordinances 10,007

ORDINANCE NO.10,007

An ordinance to add Chapter 37, Article 6 to the Grand Island City Code for the purpose of establishing a public art commission, to reserve Chapter 37 Sections 54-59 for future use, to provide for publication and the effective date of this ordinance.

WHEREAS, the City of Grand Island has an active and growing art community; and,

WHEREAS, the City of Grand Island recognizes the opportunity to enhance our community through the arts; and,

WHEREAS, the City of Grand Island owns or controls numerous locations which may be appropriate for the display of public art; and,

WHEREAS, the Mayor and City Administration have been approached by members of the public interested in exploring opportunities for the display of art on property owned or controlled by the City of Grand Island; and,

WHEREAS, the City of Grand Island is in need of a comprehensive process for the development of a robust public arts program; and,

WHEREAS, the City of Grand Island has explored solutions developed and deployed by other municipalities within the State of Nebraska and believes a public-lead Arts Commission provides the best opportunity for a citizen-led public arts program.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that:

SECTION 1. That the following sections of City Code be codified as "Reserved" so as to avoid the need to renumber sections should additions be needed to Chapter 37, Sections 1-59.

**37-54**- Reserved

**37-55**- Reserved

**37-56**- Reserved

**37-57**- Reserved

**37-58**- Reserved

**37-59**- Reserved

SECTION 2. Chapter 37, Article 6, be added to the Grand Island City Code as follows:

*Cross reference: 2-11 Boards and Commissions*

**37-60 Purpose of Article**

The purposes of this article are:

1. To allow for the creation of a public art commission.
2. To provide a system of review for acceptance and placement of public art gifts to the City.
3. To provide a system of review for the solicitation of public art projects to the City;
4. To provide a means to improve and maintain visual and cultural aspects of the City;
5. To expand public experience through exposure to culture through various art forms which enhance and improve public facilities and the City's environment;
6. To encourage and stimulate citizens, developers, landowners, contractors, and architects to support displays of art for public enjoyment.

**37-61 Creation**

There is hereby created a Public Art Commission.

**37-62 Funding & Staff**

The City may appropriate such funds as it deems necessary for the proper administration and functioning of the Public Art Commission. The City Administrator, or their designee, shall provide administrative support to Commission.

**37-63 Definitions**

*Art:* Shall mean the application of skill and taste to tangible objects produced according to aesthetic principles.

*Artist*: A practitioner of the visual fine arts, recognized by his or her peers as a professional who produces visual art, as defined below.

*Commercial Advertising*: Shall mean all displays designed to promote a commercial enterprise, a not-for-profit corporation, or an individual other than a deceased public figure; or a display which includes commercial components such as business names, logos, references, or promotional materials except for those materials included on plaques placed by the Commission to memorialize the identity of donors of public art.

*Commission*: The Public Art Commission.

*Visual Art:* Shall include, but is not limited to:

- Painting of all media, including both portable and permanently affixed work such as murals;
- Sculpture, which may be in any material or combination of materials suitable for public display;
- Other visual media, including but not limited to digital or electronic displays, prints, drawings, stained glass, calligraphy, mosaics, photography, clay, fiber and textiles, wood, metals, plastics, or other materials or combination of materials, or crafts or artifacts of meaningful artistic merit.

**37-64 Composition.**

The commission shall have seven members, of which there shall be a member in each of the following categories:

- Museum curator
- Architect or landscape architect
- Representative of a local nonprofit visual arts corporation or association
- Visual art teacher;
- Commercial or established visual artist or designer;
- Two at-large members with demonstrated interest or experience in the visual arts.

Commission members shall be residents of the City, reside within the extraterritorial jurisdiction of the City, or be employed at least 20 hours per week within the City by a museum, architecture firm, school, or non-profit visual arts corporation or association.

**37-65 Appointment of Members.**

Members of the Commission shall be appointed by the Mayor, subject to confirmation by the City Council.

Four initial members of the Commission shall be appointed to 4-year terms and three initial members shall be appointed to 3-year terms so as to stagger terms. Thereafter, all appointments shall be for a three-year term.

In the event of a vacancy occurring in the membership of the commission for any reason, an appointment shall be made to fill the vacancy for the remainder of the unexpired term in the same manner as the original term.

**37-66 Removal of Members.**

Members of the Commission may be removed for cause by the City Council. Cause may include, but is not limited to, consistent failure to attend meetings, violation of the provisions of this article, or personal conduct which brings the City or Commission into disrepute.

Notification to the Mayor, and acceptance thereof, that a member of the Commission no longer meets qualification for the Commission in the position for which they were appointed, has failed to attend three consecutive meetings, or is deceased shall be deemed a vacancy upon acceptance of notice by the Mayor and does not require further action by the City Council or Commission.

**37-67 Compensation of Members; Conflict of Interest.**

The members of the Commission shall serve without pay for the faithful performance of their duties. No one, by service on the Commission, shall be precluded from earning professional fees in the practice of their profession because of such service. Commission members may not serve on any other City Boards or Commissions. In any matters in which a Commission member has a conflict of interest, the member shall abstain from discussion or voting.

**37-68 Rules of Procedure**

1. Four regular members of the Commission shall constitute a quorum for the transaction of business.
2. Four affirmative votes by regular members of the Commission shall be necessary for final action on any matter.
3. The Commission shall, at its first meeting each calendar year, appoint a Chairperson.
4. The Commission shall meet at such times as it may determine, or upon call of the Chairperson.

5. The initial meeting of the Commission, and the first meeting each calendar year, shall be convened by the Mayor, who shall preside over the Commission as a non-voting member until such time as a Chairperson can be elected.
6. The Commission may establish other standards and procedures consistent with the provisions of this article as it deems necessary.

**37-69 Duties**

The duties of the Commission shall be:

1. To make recommendations of any work of visual art to be acquired by the City, whether by purchase, gift or otherwise, and to recommend and supervise its proposed location;
2. To recommend the removal, relocation or alteration of any existing work of visual art in the possession of the City;
3. To examine works of visual art and make recommendation to the City Council in reference to the purchase of City-owned works of art;
4. To advise the City Council of the artistic merit and value of paintings, sculptures and other fine art articles offered to the City as donations or for purchase, or proposed for disposition by the City;
5. To confer with persons who have offered to donate or loan fine art to the City which may be placed on public sites or in public buildings in an endeavor to increase the aesthetic appeal and beauty of such public sites and buildings and the City in general;
6. To investigate and process the means by which fine art can be obtained, including the identification of grants which may be available for the purpose of acquiring such fine art, whether through federal, state or other governmental agencies or bodies through whom such grants may be obtained, and generally do whatever may be necessary or appropriate

to acquire such fine art, and to bring such opportunities to the attention of the City Council;

7. To review both the proposed visual art and its proposed location for aesthetic quality and harmony with proposed municipal construction;
8. To act as an advisory committee to the City Council, Public Library Board, or other City boards, department, or commissions in all matters and deliberations pertaining to visual art and aesthetics, if requested by such body or department;
9. To encourage the display of visual art for public enjoyment;
10. To make recommendations concerning ongoing curatorship and maintenance of city-owned visual art; and
11. To evaluate the placement of public art in a manner which does not interfere with the flow of pedestrian or vehicular traffic, ingress or egress from property, safety and convenience, or reasonable access to and/or maintenance of trees, shrubs, poles, posts, traffic signs or signals, hydrants, mailboxes, and access to locations used for utility services and public transportation.
12. To reduce unnecessary exposure of the City to injury or damage claims and insurance liability; and to reduce or eliminate the impact of criminal behaviors such as vandalism or graffiti through the use of materials suitable for public art.
13. To report to the City Council, in writing, all of its recommendations, deliberations and minutes of each meeting.

**37-70 Submission of Proposals**

1. Prior to the acquisition, relocation, or disposal of works of visual art by the City, the responsible department shall submit such proposal to the Commission. The Commission

shall make its recommendation in response to such proposal, in writing to the City Council and responsible department within 30 days of such submittal.

2. Recommendations of the Commission shall include evaluation of such factors as the Commission deems appropriate. The Commission is encouraged to evaluate factors such as price, materials, labor, insurability, general quality & merit, life-cycle, placement, and promotion of public art.
3. The Commission may request all plans, sketches, models, information concerning history and competence of the artist, and all other information deemed necessary to adequately review a proposal.
4. The Commission may request consultation of employees and officials of the City as may be necessary to evaluate proposals and submissions, and must take efforts to evaluate any impacts on public safety, welfare, health, or compliance with law.
5. The Commission may make such public requests as funding allows and as it deems necessary to facilitate its duties. The Commission may aid departments of the City and the City Council in developing and evaluating requests for proposals or calls for artists as may be necessary from time to time.
6. Proposals or submissions recommended by the Commission may not include Commercial Advertising.
7. Proposals for the acquisition of art in any fashion other than an absolute and unrestricted transfer of ownership to the City must be accompanied by proof that the owner, donor, or applicant has provided proof that they have, and will maintain, a public liability insurance policy in the form of a commercial or comprehensive general liability policy which

names the City as an additional ensured and which has been purchased for a term consistent with the proposed public display of said artwork.

8. Proposals which incorporate landscaping, trees, shrubbery, flowers, or other material requiring maintenance shall be accompanied by a maintenance plan and shall be evaluated for all costs associated therein.

**37-71 Specific Reservations**

1. The Commission may not bind the City in any matter.
2. The Commission may not make recommendations which violate the law or which constitute unlawful discrimination.
3. The Commission may not take actions motivated by personal financial gain, the promotion of any candidate for political office, or the promotion of religion.
4. The Commission may not grant, deny, or waive any license agreement or permit.
5. The Commission may not recommend acquisition, donation, acceptance, placement, or relocation, of any art which will be placed:

a. Within five feet of kiosk, bench, trash receptacle, or bicycle rack, or three feet of mailbox, post, pole, or any area planted with grass, shrubs, flowers, or trees; except that such standards may be waived if pedestrian circulation space between such items and the work of art is not needed and sufficient space for maintenance of such items and the work of art is provided; if the original design of such items specifically provides for works of art in an integrated design; or if the work of art may be incorporated into an integrated design of such items.

b. Within the sight triangles of any street, alley, and/or driveway intersection.

c. So as to reduce the clear, continuous sidewalk width to less than eight feet;

d. Within five feet of any fire hydrant or other emergency facility;

e. Within five feet of any driveway or alley;

f. Within six feet of a display window or building entrance;

g. Within six feet of the curb face;

h. So as to impair or interfere with pedestrian traffic;

i. So as to interfere or impair the vision of operators of vehicles at or near street intersections or roundabouts;

j. So as to require the pruning or removal of any tree, shrub, or flowers except that such standard may be waived if such pruning or removal of any tree, shrub or flowers would not diminish the aesthetic appearance, natural form, value and/or health of such trees, shrubs, and the surrounding landscaping;

k. Upon any highway right-of-way or any other federal aid highway without the approval of the necessary State or Federal authorities, and in accordance with any conditions of such approval.

6. The lack of such submittal to, or recommendation by, the Commission shall not invalidate any project or acquisition undertaken by the City.

SECTION 3. All provisions of this ordinance shall be in force and take effect immediately upon its passage and publication pursuant to law.

Enacted: January 28, 2025

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

CITY OF GRAND ISLAND INCORPORATED DEC. 10, 1872 NEBRASKA

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.e.

**Subject:** #2025-91 - Approving Addendum to the Labor Contract between the City of Grand Island and IBEW Local 1597 Utilities Department Bargaining Unit

**Staff Contact:** Aaron Schmid, Human Resources Director

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**BACKGROUND:**

The City of Grand Island (City) maintains a labor agreement with the International Brotherhood of Electrical Workers (IBEW) Local 1597 Utilities Department. Any modifications to this agreement require mutual consent between the City and the Union.

**DISCUSSION:**

The proposed addendum introduces an alternative seasonal work shift to the existing labor contract. Under the current agreement, the City may implement a four-day, ten-hour seasonal work shift for all covered classifications. The addendum provides an additional scheduling option, allowing for a four-day, nine-hour shift with a four-hour shift on the fifth workday during non-holiday weeks. For holiday weeks, the City may establish an eight-and-a-half-hour work shift.

This addendum also clarifies overtime policies for the new shift structure. Any officially authorized work exceeding forty hours per week or any non-scheduled work will be classified as overtime for compensation purposes. The proposed changes aim to enhance operational efficiency during summer months while promoting a better work-life balance for employees.

The alternative work schedule will be in effect until the expiration of the current labor agreement on September 30, 2027. During this period, the shift will be regularly evaluated to ensure it remains beneficial for both the City and the Union. Either party retains the right to terminate the addendum with a fourteen day notice. All other terms of the labor contract will remain unchanged.

**FISCAL IMPACT:** No impact.

**ALTERNATIVES:**

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

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

**RECOMMENDATION:**

The City Administration recommends approval of the addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 Utilities Department Bargaining Unit.

**SAMPLE MOTION:**

Move to approve the addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 Utilities Department Bargaining Unit.

**ATTACHMENTS:**

1. First Addendum
2. Resolution

**FIRST ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND ISLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1597 UTILITIES DEPARTMENT BARGAINING UNIT**

This First Addendum ("Addendum") is made and entered into by and between the City of Grand Island, Nebraska ("City"), and the International Brotherhood of Electrical Workers Local 1597 ("IBEW"). The parties agree to the following terms and conditions:

**I. GENERAL TERMS**

1. The existing labor agreement ("Labor Agreement") between the City and IBEW, covering employees of the City's Utilities Department represented by IBEW, remains in effect through September 30, 2027.

2. This Addendum does not alter or reopen any terms of the Labor Agreement for renegotiation before its expiration on September 30, 2027, unless otherwise agreed upon in writing by both parties.

3. This Addendum temporarily modifies certain provisions regarding work schedules as specified below. These modifications:

   a) Are temporary and implemented with mutual consent.

   b) Do not affect wage calculations for any position.

   c) Require a formal amendment for any permanent changes, subject to mutual agreement and approval.

**II. EFFECTIVE DATE AND TERMINATION**

1. The terms of this Addendum shall become effective upon approval by both the City and IBEW and shall remain in effect until September 30, 2027.

2. Either party may terminate this Addendum, with or without cause, by providing written notice to the other party at least fourteen (14) days before the termination date.

**III. TEMPORARY MODIFICATIONS TO THE LABOR AGREEMENT**

The following provisions of the Labor Agreement are temporarily modified while this Addendum is in effect. These modifications, indicated in **bold and** *italics,* shall not be deemed permanent and shall not subject any other provisions of the Labor Agreement to renegotiation.

**A. Modification to Article II – Hours of Work, Paragraph A (Work Day)**

**ARTICLE II - HOURS OF WORK**

**A. WORK DAY**

The City shall establish the work day. The work day may vary according to the special requirements of any division or program. The City shall establish hours of work for shift duty.

The City may establish an alternating eight (8) and twelve (12) hour work shift for the Systems Operator I, Systems Operator II, Power Plant Operator and Senior Power Plant Operator classifications. The City shall further establish an alternating eight (8) and twelve (12) hour work shift for the Senior Power Dispatcher classification if necessary to cover open shifts.

**SEASONAL WORK SHIFTS**

The City may establish a four (4) day, ten (10) hour seasonal work shift for all classifications covered by this agreement.

**Alternatively, the City may implement a four (4) day, nine (9) hour and one (1) day, four (4) hour seasonal work shift for non-holiday workweeks.**

**For holiday workweeks, the City may establish an eight and a half (8.5) hour work shift.**

**B. Modification to Article II – Hours of Work, Paragraph F (Overtime and Compensatory Time)**

**ARTICLE II - HOURS OF WORK**

**F. OVERTIME AND COMPENSATORY TIME**

All officially authorized work exceeding eight (8) hours per day or forty (40) hours per week, as well as any non-scheduled work, shall be considered overtime for compensation purposes.

**EMPLOYEES WORKING ALTERNATING EIGHT (8) AND TWELVE (12) HOUR SHIFTS:**

All officially authorized work exceeding forty (40) hours per week shall be compensated at a rate of one and one-half

(1.5) times the hours worked in excess. Employees assigned to eight (8) hour rotations shall not be relieved of duty during the week solely to avoid overtime. Employees may opt to either complete the rotation or be relieved of duty.

**SEASONAL WORK SHIFTS:**

**All officially authorized work exceeding forty (40) hours per week or any non-scheduled work shall be classified as overtime for compensation purposes.**

**IV. ENTIRE AGREEMENT**

This Addendum constitutes the full and complete agreement regarding the temporary modifications specified herein. No modifications or amendments shall be valid unless made in writing and signed by authorized representatives of both parties.

**V. EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Addendum:

THE CITY OF GRAND ISLAND

_____ By _____
Date Roger G. Steele, Mayor

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1597

2/24/2025 By _____
Date Jerry Thompson, President

R E S O L U T I O N  2025-91

A RESOLUTION AUTHORIZING THE EXECUTION OF A LABOR ADDENDUM BETWEEN THE CITY OF GRAND ISLAND (CITY) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 1597

WHEREAS, pursuant to Neb. Rev. Stat. §16-201 the City has the authority to enter into contracts and take all necessary actions concerning City property and affairs to exercise its corporate powers; and

WHEREAS, the City of Grand Island recognizes the Internal Brotherhood of Electrical Workers (IBEW) Local 1597 as the designated bargaining representative for an employee bargaining unit within the City; and

WHEREAS, representatives of the City and IBEW Local 1597 have engaged in good-faith negotiations to establish a labor addendum; and

WHEREAS, the proposed labor addendum introduces an alternative seasonal work shift to enhance operational efficiency and workforce management; and

WHEREAS, the City and IBEW Local 1597 have reached a mutual agreement, and the terms of the labor addendum have been presented to the City Council for consideration and approval.

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 Labor Addendum between the City of Grand Island and the International Brotherhood of Electrical Workers (IBEW) Local 1597, covering the period from March 25, 2025 through September 30, 2027.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

ATTEST:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.f.

**Subject:** #2025-92 - Approving RFP Award on Tree Inventory

**Staff Contact:** Todd McCoy, Parks & Recreation Director

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**BACKGROUND:** On March 26, 2024 City Council approved Resolution 2024-95 to accept an Inflation Reduction Act (IRA) $150,000 grant awarded from the Nebraska Forest Service. The grant is to be used towards tree projects in disadvantaged areas.

**DISCUSSION:** On December 18, 2025 the Parks and Recreation Department advertised a Request for Proposals (RFP) for tree inventory services. Five (5) submissions were received. Staff recommends entering into an agreement with Eocene of West Des Moines, Iowa. The tree inventory will cover City Parks' managed properties.

**FISCAL IMPACT:** The total cost for the master plan is to inventory 5,500 trees for $45,540.00. The additional fee for any trees is $6.90/tree. It is anticipated that all costs will be supported by the IRA grant. If the grant funding is paused with a Federal "work-stop" order the City will not be required to complete or be responsible for any remaining work.

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

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

**RECOMMENDATION:** City Administration recommends that the City Council accept the proposal from Eocene of West Des Moines, Iowa to complete a tree inventory for park facilities.

**SAMPLE MOTION:** Move to approve the proposal with Eocene in the amount of $45,540.00.

**ATTACHMENTS:**

1. Resolution

R E S O L U T I O N  2025-92

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a firm to conduct a Tree Inventory for the City of Grand Island Park Facilities; and

WHEREAS, five (5) request for proposals were received and reviewed; and

WHEREAS, Eocene from West Des Moines, Iowa submitted a proposal for such Tree Inventory in accordance with the Request for Proposals; and

WHEREAS, a contract amount of $45,540.00 is being negotiated for the Tree Inventory; and

WHEREAS, the Tree Inventory will be funded through an IRA Federal Tree Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Eocene from West Des Moines, Iowa for the Tree Inventory for Park Facilities for a total cost of $45,540.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, a negotiated Agreement by and between the City and Eocene.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.g.

**Subject:** #2025-93 - Approving Racquet Center Management Agreement

**Staff Contact:** Todd McCoy, Parks & Recreation Director

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**BACKGROUND:** Since 2010, the Grand Island Tennis Association has maintained and operated the Tennis Center property located at 2204 Bellwood Drive. The Tennis Association has been responsible for repairs, utility costs, mowing, snow removal, etc. They've made several improvements to the indoor courts, lights, front desk, and more.

**DISCUSSION:** The Parks and Recreation Department advertised a Request for Proposals (RFP) on September 3, 2024, for the Management and Operation of the Racquet Center. The Grand Island Tennis Association submitted the only proposal. Their proposal details a history of operations and improvements made to the facility. The Tennis Association proposes to continue to maintain and operate the facility in a similar manner as they have done for the past 14 years.

**FISCAL IMPACT:** No Fiscal Impact. The Grand Island Tennis Association is providing this service.

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

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

**RECOMMENDATION:** City Administration recommends that City Council approve the resolution authorizing the Grand Island Tennis Association to Manage and Operate the Racquet Center Property located at 2204 Bellwood Drive.

**SAMPLE MOTION:** Move to approve the resolution authorizing the Mayor to sign the agreement with the Tennis Association to operate the Racquet Center Property.

**ATTACHMENTS:**

1. Agreement
2. Resolution

# 2025 Grand Island Tennis Center Management Agreement

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of March, 2025 (the "Effective Date") by and between the City of Grand Island, a (hereinafter referred to as "Owner"), and Grand Island Tennis Association, a Nebraska nonprofit corporation (hereinafter referred to as "Manager").

## RECITALS

Owner currently owns a building (hereinafter "Tennis Center") located at 2204 Bellwood Drive, Grand Island, Nebraska, which has been constructed and maintained for use as an indoor racquet sport complex.

Manager has, historically, leased the Tennis Center for its private operations. The prior lease expired on September 30, 2024.

Owner desires to provide for the operation and management of the Tennis Center, grounds, and related appurtenances in a manner which supports the building's highest and best use.

Owner and Manager acknowledge and agree that Manager has expertise in operating the Tennis Center, in coordinating for the services of a duly qualified tennis professional, and has expertise in the area's needs and desires related to racquet sports.

Owner publicly solicited proposals by publication and through direct solicitation to Manager and other area nonprofits who specialize in providing athletic and recreational programming. Proposals were opened on September 5, 2024. Manager provided the sole response to Owner's solicitation.

Owner desires to retain Manager to manage and operate the Tennis Center on behalf of Owner pursuant to the terms and conditions of this Agreement.

## AGREEMENT

The parties agree as follows:

1. **TERM OF AGREEMENT.**
   - **1.1. Term**. The term of this Agreement will begin on the Effective Date and terminate five (5) years from the Effective Date (the "Term"), unless sooner terminated according to the terms and provisions hereof.
     - **1.1.1. Early Termination, any reason**. The Parties agree that either party may terminate this Agreement for any reason, or no reason at all, by providing written notice at least sixty (60) days prior to termination.
     - **1.1.2. Early Termination, for cause**. The Parties agree that in the event the Manger fails

to maintain operations as set forth below, fails to arrange for the services of a Tennis Professional, fails to perform required maintenance, or otherwise breaches the terms and conditions of this Agreement, this agreement may be terminated. Owner will take reasonable efforts to provide Manager with notice of default and give thirty (30) business days to cure any breached condition.

**1.1.3. Early Termination, unavailability of Tennis Center**. The Parties agree that should the Tennis Center become unavailable due to unforeseen circumstances for more than sixty (60) consecutive days, this agreement shall automatically terminate.

2. **SERVICE TO BE PERFORMED BY MANAGER.** During the Term of this Agreement, Manager will supervise, manage, direct, and operate the Tennis Center, which will include, but not be limited to, collecting and disbursing all monies, negotiating and managing leases and contracts, employing employees Manager deems necessary, contracting for professional services, coordinating all service to be provided by volunteers, promoting and managing the Tennis Center to and for the Public, providing for public access to the Tennis Center by and through open hours and publicly available lessons, purchasing and selling any concessions or items the Manager deems appropriate, purchasing and maintaining insurance as set forth in Section 5.3, handling disputes with third parties, collecting and paying all appropriate taxes or fees, performing all other day-to-day activities relative to the Tennis Center. With respect to the operation of the Tennis Center, the parties hereto agree as follows:

**2.1. Owner Authorization.** Owner hereby grants and delegates to Manager the authority and the responsibility necessary to permit Manager to perform its duties under this Agreement and to do any and all acts deemed necessary or desirable for the operation and maintenance of the Tennis Center. Owner hereby grants the Manager the right to use and occupy the Tennis Center during the Term of this Agreement. Owner agrees not to grant any third party any exclusive rights to use or occupy any part of the Tennis Center during the Term except for those rights to use granted to the public for public access or publicly available lessons as required by this Agreement, without express written consent of the Manager, nor will Owner interfere with Manager's ability to perform its duties under this Agreement consistent with Manager's good faith business judgements and the requirements of law and this Agreement.

**2.2. Promotion of Tennis Center Activities**. Manager will continue to market the Tennis Center and coordinate and direct all work done in the promotion, advertisement, and public relations with respect to the Tennis Center. Manager will not use any logo of the Owners, or make marketing representations that may cause a member of the public to believe Manager is an agent of the Owner *except that* Manager and Owner may coordinate for the joint marketing of public hours of use and lessons made available to the public. Owner agrees to provide Manager with inclusion of public hours of use and public lessons in Owner's annual Parks & Recreation promotional materials.

**2.3. Existing Relationships.** Manager will take reasonable efforts to maintain existing relationships with leagues and associations, to host competitions at the Tennis Center and to continue to maximize use.

**2.4. Contract Report:** Manager shall provide a written update to Owner once per year which includes the following information:

**2.4.1.** Summary of all league, tournament, group-lessons, or community activities held within the preceding year ("coordinated activities") and will designate whether they are associated with a tenant or lessee ("rented use"), restricted to members ("member use"), or were publicized and made available to the public by and through Owner's Parks Department regardless of membership ("public access") (See Section 2.5). This report shall be due by December of each year with the first report being due and ready for presentation the City Council on December 16, 2025. Each

subsequent year shall be ready for presentation to the City Council at the first Council meeting in December.

**2.4.2.** Monthly summary of hours used in the preceding year for:

**2.4.2.1.** Rented Use

**2.4.2.2.** Member use, coordinated activities

**2.4.2.3.** Member use, non-coordinated activities

**2.4.2.4.** Public use, coordinated activities

**2.4.2.5.** Public use, non-coordinated activities

**2.5. Public Access:** Manager will work to improve public knowledge of the Tennis Center and opportunities for public use of the Tennis Center. Any coordinated activities will be advertised to the public by and through the Parks and Recreation department and only registrations processed through the Parks and Recreation Department shall qualify as public use coordinated activities for purposes of this Agreement. Specifically, Manager will:

**2.5.1.** Provide for no less than 40 hours per month of public access for use of the Tennis Center for racquet sports which may be accomplished by any of the following:

**2.5.1.1.** Scheduled, publicized & supervised, non-coordinated public access such as Open Public Hours, Free-Play, or other similar non-structured public access.

**2.5.1.2.** Supervised public use, coordinated activities such as leagues or tournaments, group or private lessons made available to the public. Public use coordinated activities must be scheduled and reserved through Owner's reservation and registration resources. This does not include members only access, this must be open to the public without a membership requirement.

**2.5.1.3.** Outdoor court usage using Owner's public tennis courts that is scheduled, publicized and coordinated; such as leagues, tournaments, group or private lessons made available to the public and is scheduled and reserved through Owner's reservation and registration resources. This must be open to the public and not restricted to members only.

**2.5.2.** All Public Access must be made available without regard to gender, age, race, sex, or nationality.

**2.5.3.** Manager shall determine the schedule for Public Access annually and shall present the same to City Council with its presentation of proposed fees. Manager reserves the right to make modifications to said public access hours as may be needed to address staffing, weather, or other operational needs, but shall take reasonable efforts to ensure consistent and predictable public access.

**2.6. Public Fees**. The Manager shall develop a standard public fee structure which shall be presented to the City Council within thirty (30) days of the Effective Date of this Agreement and will provide an update to this schedule at least once per year. Manager shall be authorized to collect the fees directly, or to utilize the Owner's reservation and registration resources. In the event Manager uses Owner's resources for collection of fees, Owner will remit 80% of collected fees to Manager and will retain 20% of collected fees to cover the cost of administering the resources and towards providing property insurance on the Tennis Center. Should Manager utilize Owner's reservation and registration resources, the fee schedule shall be included on the City's website and master Fee Schedule. Any fees collected by Owner shall be remitted to Manager monthly.

**2.7. Public Restrictions:** Manager will retain the right to lawfully refuse service to members of the public for violation of facility rules, to address articulable safety concerns, for misuse of the facility, or damage to the facility. Manager retains the right to exclude or remove members of the public who are not participating in racquet sports except for the

parents of minor children participating in racquet sports. Manager will restrict access to the Tennis Center and all appurtenances between 11 pm and 5 am.

**2.8. Staffing.** Manager will employ, contract with, or otherwise supervise any individuals involved in supervising or providing public access or public coordinated activities. Manager will ensure sufficient personnel are available to provide for all required public access and to ensure efficient operation of the Tennis Center. All employment supervisions and decisions shall be at the sole discretion of the Manager. In no event shall any employees employed by the Manager be considered employees of the Owner. In no event shall contracted labor, volunteer labor, or other personnel be considered employees, agents, contractors or volunteers of the Owner. At all times Manager shall provide the Owner with the names and current telephone numbers of any personnel charged with supervising access to the Tennis Center.

**2.8.1. Other Provisions.** Manager will ensure they maintain all legally required workers compensation insurance as may be required for any employee, and will maintain an umbrella or other general liability insurance policy which expressly covers contractors or volunteers should activities be provided by non-employees. Manager agrees to engage any personnel in accordance with law to include compliance with all applicable wage and hour laws, employment verification laws, EEOC regulations, the Americans with Disabilities Act, and any other applicable rules and restrictions. Manager shall promote a safe and drug-free work environment.

**2.9. Anti-Discrimination**. The Parties understand that because Owner is a governmental entity, Manager must: Agree that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska; Agree to 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 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; both in the providing of public services as well as any private or non-public use.

**2.10. Political Speech Prohibited.** Manager agrees to refrain from any political speech on all advertising materials related to the Tennis Center and agrees not to use the Tennis Center in support or opposition of any candidate for political office or ballot initiative.

**2.11. Maintenance Services.** Owner will continue to own the real estate, fixtures, and improvements to the real property currently on site. Manager will continue to maintain the existing facilities and equipment and make all necessary repairs to the facility. Manager will be responsible for maintaining the grounds and landscaping within the boundaries of the Tennis Center to include lawn care and snow removal. Manager will maintain the Tennis Center in a good and usable condition and will keep the interior and exterior free of rubbish, litter, weeds, and other nuisances.

**2.12. Capital Improvements.** Manager may make all capital improvements under $50,000 necessary to fulfill this Agreement without consent or notice to Owner. Written notice of any capital improvement over $50,000 must be provided to the City Clerk to ensure the Owner is able to insure the improvements. Anything which is permanently or semi-permanently affixed to the Tennis Center shall be presumed to be a capital improvement and to become part of the building unless the Owner has withheld consent

to the improvement, the improvement cannot be reasonably insured, or the improvement was not installed in a commercially acceptable manner.

**2.13. Structural Modifications**. No structural modifications which alter or change the floorplan or dimensions of the Tennis Center shall occur without prior written consent of the Owner. Owner shall not unreasonably withhold consent.

**2.14. Emergency Repairs.** Manager shall make all emergency repairs necessary to preserve the value and life of the Tennis Center and is hereby empowered by Owner to do the same. Manager may provide this Agreement to any contractor or repair professional as evidence of Owner's consent to repair.

**2.15. Non-Capital Improvements.** Manager may make all non-capital improvements, regardless of value, with or without notice to the Owner. Any equipment, inventory, moveable supplies, or other items not permanently or semi-permanently affixed to the Tennis Center shall remain the sole property of the Manager unless purchased exclusively with Owner's funds.

**2.16. Utilities**. Manager will be responsible for all utilities necessary for the Tennis Center and shall ensure all utilities are maintained in good working order and in a manner which does not place the Tennis Center or its contents at risk of loss.

**2.17. Facility Review.** Manager will arrange an annual inspection of the facility with the Owner to ensure that this Agreement is being fully performed and the Tennis Center remains in good condition and repair. Manager will allow access to the Facility by the Owner at other intervals as may be required for Owner to retain insurance on the real property or to assist the Manager in fulfilling their obligations under Section 2.5.

**2.18. Damage.** Manager will be responsible for all damage which occurs at the Tennis Center. If the building, its appurtenances, or fixtures become damaged, Manager will take all reasonable efforts to promptly repair the damage or purchase and install suitable replacement items. If equipment or other non-capital improvements are damaged, Manager shall exercise their reasonable discretion in determining whether repair, replacement, or removal is appropriate. Manager shall prioritize repairs and replacements that preserve the Tennis Center's primary mission of providing racquet sports to the community.

**2.19. Indemnification.** Manager shall ensure all employees, contractors, users, or occupiers of the Tennis Center and equipment within the Tennis Center are accessing and using the facility in accordance with Manager's rules and are otherwise compliant with the law. Manager shall indemnify Owner in the event a claim arises out of this agreement, use of the facility, or the negligence of any party. Owner shall only be responsible for claims which arise due to the negligence or willful misconduct of Owner's employees. Manager understands it must indemnify Owner, hold Owner harmless, and defend Owner, its members, managers, officers, agents, authorized agents, and employees from and against all liabilities for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and attorneys' and consultants' fees and other reasonable costs, arising out of, involving, or resulting from the operation of the Tennis Center by Manager (excluding willful misconduct or negligence by Owner, its officers or employees), the breach of any representation or warranty by Manager, any act, omission or neglect of Manager, its agents, contractors, employees or invitees, or a Default by Manager, or arising out of, involving, or resulting from all liabilities and obligations transferred, assumed or to be assumed by Manager in accordance with other provisions of this Agreement.

**2.20. General Operations.**

**2.20.1.** Manager agrees to establish and enforce all rules and regulations necessary to

cover the conduct of public and non-public users of the Tennis Center and any and all services offered in the use of the Tennis Center. Manager will provide copies of all adopted policies, rules, and regulations it maintains to Owner's Parks Director. Manager will conduct routine reviews of its policies to ensure services and access are provided in a non-discriminatory manner and to ensure they meet the reasonable safety and security needs of the facility. Manager will cooperate with law enforcement as needed in order to enforce all laws of the City of Grand Island, State of Nebraska, and the United States of America.

**2.20.2.** Manager will take all reasonable actions to protect the safety of all employees, contractors, volunteers, customers, and other users and accessors of the Tennis Center. Manager shall comply with all safety and environmental regulations of federal, state, and local governmental agencies, and applicable federal occupational, health, and safety laws and regulations. Manager shall correct or abate any unsafe conditions to the Tennis Center at their expense, subject to Sections 2.11 through 2.15 above. Manager shall cooperate fully with the Owner in the investigation of any crime, accidental injury or death occurring at the Tennis Center and shall submit within twenty-four (24) hours to the Owner an incident report.

**2.20.3.** Manager agrees to engage or retain the services of at least one Tennis Professional to assist in providing services to the community. Manager agrees to use the services of any engaged professional in providing coordinated public activities. Manager may use any engaged professional, or other employee or volunteer, in providing supervision to non-coordinated public activities.

**2.20.3.1.** A Tennis Professional shall be defined as: One who earns a living playing or teaching tennis; and shall also include individuals who have at least the following or a combination of the following:

**2.20.3.1.1.** Playing any racquet sport professionally or semi-professionally (paid to play) for at least one year.

**2.20.3.1.2.** Playing any racquet sport at a varsity collegiate level for at least two years.

**2.20.3.1.3.** Coaching any racquet sport for at least 1 year at the collegiate level, 2 years as a high school head coach, or 4 years as an assistant varsity coach at any level.

**2.20.3.1.4.** Possessing a Special Services Certificate for Coaching from the Nebraska Department of Education and having experience playing or coaching a racquet sport.

**2.21. Revenues; Expenses; Reserves.**

**2.21.1.** During the Term of this Agreement, Manager will continue to be responsible for all operating expenses of the Tennis Center and will receive all revenue derived from the operation, unless Owner's reservation system is used for collection of fees, at which time Owner will retain 20% of fees collected by and through public use of the facility reserved or registered through Owner's system. (See section 2.6). Manager agrees to continue to use all revenue in furtherance of the Tennis Center.

**2.21.2.** Manager may solicit any grants, loans, donations, or other funds at their sole discretion so long as no encumbrances are made on the Tennis Center except as referenced in 2.21.2.1

**2.21.2.1.** So long as all associated revenue is used exclusively for the benefit of racket sports, and so long as the encumbrance does not extend beyond the Term of this Agreement, Manager may offer temporary naming rights, reservation priorities, sponsorships, or other honorariums in exchange for revenues which assist Manager in performing their duties under this Agreement. Any naming

rights shall be subject to Owner's Naming Rights Policy upon adoption of said policy.

**2.21.2.2.** Manager shall include in any associated agreements the following notice: "I understand that any benefit I have been offered in exchange for my contribution shall automatically terminate after December 31, 2029, or upon termination of Grand Island Tennis Center's Management Agreement with the City of Grand Island."

**2.21.3.** Manager may take no action which would cause any lien, mortgage, judgment, or other encumbrance to be placed upon Owner's property. Manager will ensure all contracts clearly and expressly waive contractors right to a contractor's lien or other encumbrances.

**2.22. Rent**. No regular and routine rent shall be charged to the Manager for use of the Tennis Center so long as Manager provides the public access set forth in Section 2.5. In the event Public Access is not provided in a given month, rent shall be charged in an amount equal to Owner's insurance expenses as set forth in 5.3.2.5. For the time period of January 1, 2025 through September 30, 2025 this amount would be $800.00 per month. Owner will provide an updated rental amount to Manager upon renewal of Owner's insurance policy each year.

**2.22.1.** If, in filing the report required in Section 2.4, sufficient public access hours have not been satisfied, the report shall be accompanied by payment of that preceding month's rent.

**2.22.2.** If no report is filed, and/or no rent payment is made, Manager will be considered in breach of this Agreement and shall be given the opportunity to cure set forth in Section 1.1.2. In the event the breach is not timely cured, Manager shall immediately vacate the premises and this agreement shall be terminated.

3. **OWNERS OBLIGATIONS**

**3.1. Ownership**. Owner confirms that it is the lawful owner of the land, has the power and authority and all legal rights to enter into and perform this Agreement. This Agreement has been executed by the Mayor of the City of Grand Island with express consent from the City of Grand Island by and through the City Council, who has the authority to bind the City of Grand Island in this Agreement.

**3.2. Causes of Action.** Owner discloses there are no known actions, suits, or proceedings pending or, to the knowledge of the Owner, threatened against the Owner affecting the Tennis Center or related appurtenances. Owner agrees to promptly notify Manager in the event a cause of action is brought or threatened against the Owner which is related to the Tennis Center or which the Owner reasonably believes could impact this Agreement.

**3.3. Exclusivity.** Owner agrees to provide to Manager the exclusive right to manage the Tennis Center and has not, and will not, grant any person or entity not a party to this Agreement any rights of use or occupancy of the Tennis Center, or any part or portion thereof, including but not limited to any leasehold rights or interest, except as the parties may mutually agree to assist the Manager in fulfilling their obligations to provide public access (see Section 2.5).

**3.4. Reservation & Registration.** Owner agrees to cooperate with Manager in facilitating the use of Owner's reservation and registration resources so as to facilitate public use of the Tennis Center should Manager request access to the system. Owner and Manager may enter into supplemental agreements to allow Manager's use of Owner's reservation and registration resources for non-public use should the need arise, but do so outside of the scope of this Agreement.

**3.5. Insurance.** Owner agrees to maintain its active property insurance on the Tennis Center

so long as that coverage is available by and through the Owner's primary insurance provider and does not increase by more than 100% of the cost in place as of the Effective Date of this Agreement. In the event coverage is made unavailable to Owner through its primary insurance provider, or in the event the premium increases by more than 100%, the Owner agrees to provide Manager prompt notice and to allow the Manager to obtain its own insurance policy, at its own expense, should it desire to do so.

**3.6. Reports.** Owner agrees to provide Manager access to any studies, reports, master plans, or other resources procured by Owner which may be of value to Manager in determining the community's needs and desires related to racquet sports.

**3.7. Access to Outdoor Facilities**. In the event repair or replacement of the Tennis Center is expected to render the Tennis Center unusable for this Agreement for a period of at least 15 days but less than 180 days during the months of August 1 through May 31, when the outdoor courts are not normally in use, Owner agrees to provide Manager with priority access to Owner's outdoor racquet sports facilities as may be needed to assist Manager with fulfilling their obligations under this Agreement and with generating sufficient revenues for non-public activities as may be needed to assist Manager in fulfilling their obligations under this Agreement.

4. **DEFAULT**

**4.1. Events of Default.** Any one or more of the following events will, unless cured within the specified cure period, constitute an event of default of this Agreement ("Default") and shall terminate this Agreement:

**4.1.1.** Any breach of this Agreement which remains uncured within the time periods set forth in Section 1.1.2.;

**4.1.2.** Either party's failure to timely pay any sums payable pursuant to this Agreement when and as the same become due, which non-payment remains uncured;

**4.1.3.** A discontinuance of either party of its business, filing of a bankruptcy petition, any dissolution of Manager's corporation (including administrative dissolution by the Nebraska Secretary of State), or any other action relating to the insolvency of either party;

**4.1.4.** Any actions by Manager which cause the Tennis Center to be encumbered except for the encumbrances permitted under Section 2.21.2.1;

**4.1.5.** Failure by either party to obtain, maintain, or provide required proof of insurance policies as set forth herein.

**4.2. Remedies not Exclusive.** No remedy granted to Owner or Manager is intended to be exclusive of any other remedy provided herein or by law, but each will be cumulative and will be in addition to every other remedy given herein or existing at law or in equity.

**4.3. Actions at Default, Termination, or Expiration.** Upon termination of this Agreement, the parties will take the following actions no later than the effective date of such termination:

**4.3.1. Transfer of Property**: Manager will vacate and surrender the Tennis Center to Owner and will transfer to Owner possession of all property except that which Manager retains ownership of under this Agreement.

**4.3.2. Transfer of Services**. Manager will ensure that all Utilities are transferred to the Owner no earlier than the day Manager vacates the Tennis Center, but no later than 10 business days after the facility is vacated.

**4.3.3. Payment of any Outstanding Obligations**. Manager must immediately satisfy all outstanding employee, contractor, vendor, or expenses related to the Tennis Center or the services provided under this Agreement.

**4.3.4. Notice to Users.** In the event of default Manager will provide prompt written and telephone notice to any known or contracted users of the Tennis Center of the

termination of this Agreement. In the event of expiration of this Agreement, if no renewal has been separately negotiated, Manager will provide notice at least 90 days prior to expiration to all known or contracted users of the Tennis Center of the expiration of the Agreement, this notice may be accomplished by visible and conspicuous posting at the Tennis Center.

5. **OTHER TERMS**.

**5.1.** Owner asserts they are a duly organized City of the First Class under the laws of the State of Nebraska and is duly qualified to enter into this agreement.

**5.2.** Manager asserts they are a duly organized and validly existing nonprofit corporation in good standing under the laws of the State of Nebraska and duly qualified to do business and enter into this agreement. Manager warrants that the person executing this Agreement on behalf of Manager has the full power and authority to execute this Agreement and legally bind the Manager as authorized by Manager's governing body.

**5.3. Insurance.**

**5.3.1. Owner's Obligations, Insurance.**

**5.3.1.1.** Owner will continue to maintain Property Insurance on all real property and all personal property of Owner's located in the Tennis Center. Such coverage will include replacement cost coverage.

**5.3.1.2.** In the event Property Insurance on the Tennis Center becomes unavailable by and through the City's primary insurance provider, or in the event premiums due increase by more than 100% from the cost as of the Effective Date, the Owner may, at their sole discretion, cease coverage or reduce coverage to exclude replacement cost coverage.

**5.3.1.3.** Owner will provide notice to Manager in the event of any insurance cancelations, coverage changes, or in the event coverage is terminated.

**5.3.2. Manager's Obligations, Insurance.**

**5.3.2.1.** Manager will obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the State of Nebraska. Manager will furnish certificates of insurance to Owner evidencing the required insurance on or before the Effective Date or the Insurance Coverage Date (defined below), as applicable, and thereafter will furnish new certificates upon request and at least once per year during the life of this Agreement.

**5.3.2.2.** With respect to the below-described insurance, the policies shall provide for thirty (30) days' written notice of any material change, termination or cancellation to Owner. Further, the policies procured in the name of and/or on behalf of the Tennis Center will provide primary and non-contributory coverage for all losses and damages covered thereby.

**5.3.2.3.** All policies shall be issued in a manner sufficient to cover the obligations of this Agreement including coverage adequate to insure against reasonable claims made by all users of the space.

**5.3.2.4.** **Exceptions**: In the event Manager does not operate in a manner as to be eligible for a type of insurance listed below (e.g. if the Manager does not own or use automobiles in the performance of its obligations under this Agreement or employ persons in positions that would legally make them employees) that requirement shall be waived unless and until Manager engages in activities which are insurable. In lieu of providing certificates of insurance for said coverage, Manager will provide a statement authorized by its governing board swearing and affirming it is not engaged in an insured activity.

**5.3.2.5. Required Insurance:**

**5.3.2.5.1.** Worker's Compensation coverage or other employment liability

insurance as Manager deems sufficient to provide coverage for their employees or as may otherwise be required by law.

**5.3.2.5.2.** Commercial General Liability to include coverage for the following: (a) Premises/Operations; (b) Independent Contractors; (c) Personal Injury; (d) Volunteers, and (e) Products/Completed Operations. Such coverage must be maintained in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. Owner will be named as an additional insured on a primary and non-contributory basis.

**5.3.2.5.3.** Comprehensive Automobile Liability to include coverage for any Manager owned or operated vehicles used on the property or in furtherance of this Agreement.

**5.3.2.5.4.** Commercial Umbrella Liability with no less than $5,000,000 limit.

**5.4. Liabilities to be Assumed**. Owner assumes only the obligation to maintain insurance on the real property. Owner agrees to assume liabilities which may result from causes of action brought exclusively alleging negligence or willful misconduct of Owner's employees. No other obligations or liabilities related to the Tennis Center shall be assumed by the Owner. Manager agrees to continue to assume all liabilities related to its management of the Tennis Center. Manager understands that it must indemnify and hold harmless Owner in the event of any claims, causes of action, or lawsuits related to the Tennis Center or this Agreement except for those exclusively caused by the negligence or willful misconduct of Owner's employees. This indemnification includes payment of all reasonable attorney fees, judgments, liens, or expenses related to resolving any claim.

**5.5. Deductibles**. Manager understands that Owner is maintaining property insurance on the Tennis Center only for benefit of this agreement and would otherwise not insure this structure against damage or destruction. Manager agrees to be responsible for any deductibles or uninsured losses to the Tennis Center. Manger understands that this may include deductibles or losses related to the removal of debris in the event of significant or total destruction of the facility, even if the facility is not reconstructed.

**5.6. Destruction**. Manager understands that, as of the effective date of this Agreement, Owner does not intend to operate the Tennis Center in the event of termination of this Agreement and may elect, at its sole discretion, to decline to make claim against its insurance in the event of destruction or damage to the Tennis Center in the event repair or replacement would exceed of 50% of the insured value.

**5.6.1. Relocation**. Manager understands that, in the event of destruction of the Tennis Center, if Owner elects at their sole discretion to rebuild the Tennis Center, Owner reserves the exclusive right to determine the scope and scale of any reconstructed facility, to relocate the facility, or to retrofit existing facilities owned by Owner for use in support of racquet sports in the community. Owner agrees to consult with Manager and to seek Manager's expertise in making its decisions, but is not bound by the opinions or advice of Manager.

**5.7. Survivability.**. The provisions of Section 5.3 will survive the termination or expiration of this Agreement to the extent necessary to resolve any claims which are pending or which may be filed after the termination of this Agreement. All covenants, agreements, representations, and warranties made herein will survive the execution and delivery of (i) this Agreement, and (ii) all other documents and instruments to be executed and delivered in accordance herewith and will continue in full force and effect during the Term of this Agreement.

**5.8. Covenant of Cooperation**. Manager will provide Owner with prompt written notice of any material damage, loss, or injuries suffered at the Tennis Center, significant complaints,

whether written or otherwise, about the Tennis Center or its Management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. The Parties both covenant to cooperate with each other in resolving any such complaints, disputes, or claims.

**5.9. Relationship of the Parties**. The relationship between Owner and Manager will be at all times that of owner and independent contractor, respectively. Neither Owner nor Manager will be construed or held to be a partner, limited partner, associate, or agent of the other, or to be joint venturers with one another. Neither Owner nor Manager will be authorized by the other to contract any debt, liability, or obligation for or on behalf of the other except as specifically provided for herein.

**5.10. Notices**. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement must be in writing and will be deemed delivered (i) upon personal delivery, (ii) upon mailing thereof when properly addressed and deposited in the United State Mail, first class postage prepaid, registered or certified mail, return receipt requested, (ii) when properly addressed upon deposit with Federal Express, Express Mail or other trackable overnight courier service. Notices will be properly addressed if addressed to the parties as follows:

If to Owner: The City of Grand Island
Attn: City Clerk
P.O. Box 1968
Grand Island, NE 68802

If to Manager: Grand Island Tennis Association
Attn: Michael Martin
2204 Bellwood Dr.
Grand Island, NE 658801

The addresses for notices may be changed by written notice given to the other party as provided above.

**5.11. Further Acts**. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein.

**5.12. Section Headings**. The various section, subsection, paragraph, subparagraph, and clause headings in this Agreement are for convenience and reference only and in no way define, limit, extend or interpret the scope or interpretation of this Agreement or of any particular section, subsection, paragraph, subparagraph and clause contained herein.

**5.13. Interpretation**. Unless the context requires otherwise, words used in the singular number include the plural and vice-versa.

**5.14. Amendments & Waivers.** This Agreement can be amended only in writing with consent of the Owner via authorization by the City Council and consent of the Manager by and through its governing body. No waiver of any provision of this Agreement can be made by any agent, employee, or representative of any Party. Any request for waiver shall be made in writing by the requesting party and shall be effective only upon approval by the receiving party's governing body.

**5.15. Dispute Resolution.** The parties are fully committed to working with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Owner and Manager will first attempt to resolve such disputes or disagreements through

discussions between representatives of the Owner (by and through the Parks Director) and Manager (by and through the President of Manager's Governing Board). In the event informal discussions are unsuccessful, either Party may request, in writing, the use of a duly certified mediator to attempt to facilitate resolution of any dispute or disagreement. In the event the Parties are unable to successfully resolve their dispute for mediation, or cannot agree upon a mediator, then either Party may commence an action in the Nebraska State Courts.

**5.16. Waiver of Consequential Damages**. Notwithstanding anything herein to the contrary, neither Owner nor Manager will be liable to the other for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.

**5.17. Assignment**. Neither party can assign this Agreement or its rights, duties and obligations hereunder without the prior written consent of the other party, which consent must not be unreasonably withheld.

**5.18. Successors and Assigns.** This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**5.19. Governing Law.** This Agreement will be construed under and in accordance with the laws of the State of Nebraska.

**5.20. Severability**. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless will remain in full force and effect. The illegal or unenforceable provision or provisions will be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

**5.21. Entire Agreement.** This Agreement (together with any attached exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

**5.22. Outside Businesses**. Nothing contained in this Agreement will be construed to restrict or prevent, in any manner, any party or any party's affiliates, parent companies, or representatives or principals from engaging in any other businesses or investments, nor will Owner or Manager have any right to share or participate in any such other businesses or investments.

**5.23. No Third-Party Beneficiaries.** Nothing herein contained will be deemed to establish any rights of third parties against the parties hereto, it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.

**5.24. Force Majeure**. If, during the Term of this Agreement any of the following conditions occur which are beyond the reasonable control of the Party obligated to perform (an "Unavoidable Delay") then, upon written notice to the other within fifteen (15) days of such Unavoidable Delay, such failure will be excused and not be a breach of this Agreement by the party claiming the Unavoidable Delay, but only to the extent occasioned by such Unavoidable Delay and only for a period not to exceed 6 months (180 days): (i) strikes, lockouts, or labor disputes, (ii) inability to obtain materials or reasonable substitutes therefore, (iii) acts of God, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this section beyond the reasonable control of the party obligated to perform. Notwithstanding anything contained herein to the contrary, the provisions of this section will not be applicable to

either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

The City of Grand Island, a Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

Grand Island Tennis Association, a Nebraska Nonprofit Corporation

By: _____
Michael Martin, President

Approved as to form:

_____
Kari R. Fisk, City Attorney

R E S O L U T I O N  2025-93

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for Management and Operations of the Racquet Center; and

WHEREAS, one (1) request for proposal was received and reviewed; and

WHEREAS, the Grand Island Tennis Association from Grand Island, Nebraska, submitted a proposal in accordance with the Request for Proposals; and

WHEREAS, on May 25, 2010 by Resolution 2010-146, City Council approved a lease agreement with the Grand Island Tennis Association to operate the City owned Racquet Center Property; and

WHEREAS, on October 14, 2014 by Resolution 2014-317, City Council renewed a lease agreement with the Grand Island Tennis Association to operate the City owned Racquet Center Property; and

WHEREAS, on August 27, 2019 by Resolution 2019-262, City Council approved Addendum #1 to extend the lease agreement with the Tennis Association for an additional five years; and

WHEREAS, the Tennis Association has maintained the Racquet Center Property as per lease agreement; and

WHEREAS, the City Parks & Recreation Department is recommending a new five year lease agreement with the Grand Island Tennis Association to manage the Racquet Center Property at 2204 Bellwood Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the new agreement for the Grand Island Tennis Association for management and operation of the Racquet Center is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, the Agreement by and between the City and the Grand Island Tennis Association.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.h.

**Subject:** #2025-94 - Approving Bid Award for Diesel Exhaust Capture System

**Staff Contact:** Cory Schmidt, Fire Chief

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**BACKGROUND:** The City of Grand Island is currently working with Rogge general contractors to build a new Fire Station #3. As part of the building project, a diesel exhaust capture system needs to be purchased and installed. This type of system connects directly to the fire vehicle's exhaust and captures the diesel exhaust fumes so they don't vent directly inside the fire station.

The vehicle exhaust capture system wasn't included in the contractor's scope of duties and is the responsibility of the fire department to have installed. Due to the estimated cost of the system, a request for bids (RFB) process was completed.

**DISCUSSION:** The fire department solicited bids for an exhaust capture system for the new Fire Station #3. The formal request for bid process closed on March 6, 2025. The bid process resulted in two bids being received. The first bid was from MagneGrip for the amount of $50,988.00 and the second bid was from Air Cleaning Technologies Inc. for the amount of $44,300.00. Both bidders met the requirements specified and were fairly equal in terms of rated criteria.

It is fire administration's recommendation to award the exhaust capture system bid to Air Cleaning Technologies Inc. based on their bid being the lowest priced.

**FISCAL IMPACT:** $44,300.00 from the Station #3 replacement capital fund line item.

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

**RECOMMENDATION:** City Administration recommends the Council approve the diesel

exhaust capture system bid award to Air Cleaning Technologies Inc. for the purchase and install of a diesel exhaust capture system in the amount of $44,300.00

**SAMPLE MOTION:** Move to approve the diesel exhaust capture system bid award to Air Cleaning Technologies Inc. in the amount of $44,300.00.

**ATTACHMENTS:**

1. Quote
2. Resolution

Air Cleaning Technologies Inc.

# QUOTE

**ACTQ1480**
**Mar 3, 2025**

Quoted To:
Ed Carlin Shift Commander
Grand Island Fire Dept.
100 E. 1 st Street
Grand Island, NE 68802-1968

Phone: (308) 385-5300
Email: edc@grand-island.com

Prepared By:
Rory Smith

Phone 913-422-0091
Email: aircleaningtech.rory@gmail.com

PO Number: Valid Through: **Jul 31, 2025** Payment Terms: **Net 30**

Here is the quote you requested.

| Qty | Part No. | Description / Item | Unit Price | Ext. Price |
|---|---|---|---|---|
| 3 | SBTA21-MG | Sliding Balancer Track (single track, one vehicle back in): complete with Magnetic Grabber nozzle, safety disconnect & HT lower hose. | $0.00 | $0.00 |
| 2 | Simple Drop | Simple Drop System: Includes locking balancer, HT lower hose w/ Magnetic nozzle and Safety Disconnect Handle. | $0.00 | $0.00 |
| 5 | 90360-1 | Standard Conical Tailpipe Adapter. (5" dia. pipe size) with guillotine clamp. | $0.00 | $0.00 |
| 1 | TEV-5 | TEV Style fan, 5hp 208-230 Volt 3 phase fan & Upblast BackDraft Rain Cap. | $0.00 | $0.00 |
| 1 | OS3-5 | Operation Control System for 5 hp fan. | $0.00 | $0.00 |
| 1 | AW-Rcvr | 2.4 gHz Wireless Receiver for installation with OS3 control box. Starting of the exhaust fan once signal is sent from transmitter. Comes with external surge protection. 24 volts. This unit is sent in the "multicode" setting. It can be switched to a "sync'd / learn" mode. | $0.00 | $0.00 |
| 5 | AW-VTK | Vehicle Transmitter Kit "Smart Switch" is designed to control the starting of the source capture exhaust fan by the starting of vehicles in a fire station. Designed for "plug & play" for a battery switchable power (12 volt USB connection required). When the vehicle is turned on, a signal is sent to the receiver in the OS3 control box.<br>As long as the battery switch is on, the transmitter will continue to send a signal to run the Plymovent system. If the button is depressed, the light goes from green to red (not transmitting). The timer in the OS3 control box will then take over and shut off the fan. | $0.00 | $0.00 |
| 1 | Plymovent Installation | Installation of complete Plymovent System:<br>- Mounting Tracks/Simple Drops/Fan<br>- Spiral Ductwork<br>- Labor / Travel / Local Mechanical<br>- Installation of Conical Adapters on Tailpipes<br>- Freight<br><br>*Electrical Connection of Control Box and Fan provided by City of Grand Island. | $0.00 | $0.00 |
| 1 | Total System | Total System Installation: | $44,300.00 | $44,300.00 |
| 1 | Warranty | All Plymovent Equipment is covered under a five year warranty on all parts associated with the exhaust system (exclusions include obvious misuse and/or abuse, electrical surges or brown-outs, etc.). On-site service is provided for the first year by Air Cleaning Technologies, Inc. | $0.00 | $0.00 |

| History / Accreditations / Certifications | Unit Price | Qty | Ext. Price |
|---|---|---|---|
| 0 | Air Cleaning Technologies, Inc. is a Women Owned Business<br>Air Cleaning Tech. Inc. has been Selling / Installing and Servicing Plymovent systems for 31 years.<br>- Plymovent is an ISO 2001:2015 Certified Company<br>- Plymovent is a UL & CUL Listed NITW.E212640 - INDUSTRIAL CONTROL PANELS manufacturer (they make thier own).<br>- Plymovent - Manufacturers their own fans and is certified by the Air Movement and Control Association (AMCA) | $0.00 | $0.00 |

## Totals

| | |
|---|---|
| **Subtotal** | $44,300.00 |
| **Tax** | $0.00 |
| **Shipping** | $0.00 |
| **Grand Total** | **$44,300.00** |

## Payment Options

Select your preferred payment option / purchase terms*:

[ ] Credit Card Purchase (purchase amount $45,739.75) [includes +$1,439.75 payment type Surcharge]
[ ] Check Purchase (purchase amount $44,300.00)
[ ] eCheck/ACH Purchase (purchase amount $44,300.00)

** If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.*

Please contact me if I can be of further assistance.

R E S O L U T I O N  2025-94

WHEREAS, a new Fire Station #3 is being built; and

WHEREAS, a diesel exhaust capture system is needed in the new fire station; and

WHEREAS, a formal request for bids process was completed to solicit bids for the diesel exhaust capture system; and

WHEREAS, two bids were received with Air Cleaning Technologies having the lowest priced bid at $44,300.00; and

WHEREAS, Fire Administration recommends the bid be awarded to Air Cleaning Technologies Inc in the amount of $44,300.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the diesel exhaust capture system bid from Air Cleaning Technologies Inc. is hereby accepted and approved; and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.i.

**Subject:** #2025-95 - Approve Fire Department Software Purchase

**Staff Contact:** Cory Schmidt, Fire Chief

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**BACKGROUND:** The Grand Island Fire Department (GIFD) has a wide variety of needs in terms of software. The GIFD currently uses multiple providers of software for fire reporting, patient care reports, inventory tracking, prefire planning, training, and more. In order to identify a more robust software provider, and to consolidate providers and programs, the GIFD conducted a formal request for proposal (RFP) to solicit potential vendors. From that RFP process, the fire department received proposals from six providers for evaluation.

**DISCUSSION:** The GIFD formed an internal committee to evaluate software providers. From the initial 6 proposals, the internal committee narrowed down the list to three top vendors and scheduled demonstrations. In the end, the Committee felt the proposal from First Due & Locality Media, Inc. was the most complete. The City IT department was asked to evaluate the top vendors and provide their unique perspective. The IT department also felt First Due offered the most finished and polished software package and recommended that proposal as well.

The First Due software package includes several robust modules including: NFIRS fire reporting, ePCR (patient care reporting), personnel records management, training, preplanning, inventory, events and activities, medication tracking, fire investigations, hydrant management, command, and more.

The cost for the First Due software package is $56,250.00 for year one and $47,150.00 for year two and beyond. The fire department currently pays approximately $19,000.00 in annual software costs which will no longer be needed. The net increase in annual software costs will be approximately $28,000.00 per year with this software purchase.

**FISCAL IMPACT:** $56,250.00 from Capital Fund and $47,150.00 reoccurring annual costs after year 1

**ALTERNATIVES:**

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

**RECOMMENDATION:** City Administration recommends the Council approve the purchase of fire department software from First Due & Locality Media, Inc. in the amount of $56,250.00.

**SAMPLE MOTION:** Move to approve the purchase of fire department software from First Due & Locality Media, Inc. in the amount of $56,250.00.

**ATTACHMENTS:**
1. First Due Quote
2. Resolution

## Agreement for Services

This Agreement for Services (this "Agreement") dated as of **March 31, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Grand Island Fire Department** located at **PO Box 1968, Grand Island, NE 68802** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.

2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.

3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.

6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.

7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).

8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.

9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its

employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.

12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

| **Severity Level:** | **Vendor's Initial Response will be provided within:** | **Vendor's Temporary Resolution will be provided within:** | **Vendor's Final Resolution will be provided within:** |
|---|---|---|---|
| 1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given | 60 minutes from receipt of initial notice from the Customer, or discovery, of the error | 24 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery |
| 2: Critical Issue – Software is not down, but operations are negatively impacted | 2 hours from receipt of initial notice from the Customer, or discovery, of the error | 48 hours from receipt of initial notice from the Customer, or discovery, of the error | 3 days from receipt of initial notice from the Customer, or error discovery |
| 3: Non-Critical Issue – resolution period to be mutually agreed upon | 4 hours from receipt of initial notice from the Customer, or discovery, of the error | 3 days from receipt of initial notice from the Customer, or discovery, of the error | 15 days from receipt of initial notice from the Customer, or error discovery |

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information

(PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.

20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information
    a. **Accounts Payable Contact**

       Name: _____

       Email: _____

       Phone: _____

    b. **Tax Exempt** _____ (Yes/No)
       If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

    c. **Purchase Order Required** _____ (Yes/No)
       If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

| **LOCALITY MEDIA, INC.** | | **Grand Island Fire Department** | |
|---|---|---|---|
| By: | _____ (Signature) | By: | _____ (Signature) |
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

**Exhibit A - Quote**
Prepared By: Justin Kelly
Valid Until: June 30, 2025
Quote Number: 1545132000287798318

**BILL TO:**
Phil Thomas
Grand Island Fire Department
PO Box 1968
Grand Island, NE 68802

**Account:** Grand Island Fire Department
**Subscription Start:** March 31, 2025
**Initial Term:** 12 months
**Annual Subscription:** $47,150.00

| Product Details | Total |
|---|---|
| **Occupancy Management & Pre-Incident Planning**<br>Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts. | |
| **Responder**<br>Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing. | |
| **Command**<br>Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log. | |
| **Hydrant Management – Basic**<br>Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup | |
| **Inspections**<br>Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning. | |
| **Investigations**<br>Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules. | |
| **Incident Reporting – NFIRS**<br>NFIRS Incident Documentation, State and Federal Compliance with automated submission. | |
| **Incident Reporting – ePCR**<br>ePCR Incident Documentation, State and Federal Compliance with automated submission. | |
| **AI Enhanced Documentation: ePCR**<br>AI powered transcription and documentation solution to assist with completing EMS patient care reports. | |
| **Scheduling**<br>Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades. | |
| **Personnel Management**<br>Store, Manage and Access Employee Records including demographic data, certifications and employment information. | |
| **Basic Training Records**<br>Assign Training, Record Completions, View Training Logs, and Manage Certifications. | |
| **Events & Activities**<br>Create Events, View Global Activity Log, and Access Global Calendar. | |

| | |
|---|---|
| **Assets & Inventory**<br>Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management. | |
| **Medications Tracking**<br>Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication. | |
| **Training Integration w/ Third Party (FireRescue1)**<br>Training Integration with FireRescue1 | |
| **First Arriving Integration**<br>First Arriving Integration | |
| **Motorola Flex/Spillman CAD Integration**<br>Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP utilizing the Motorola Flex First Due Fire RMS Export | |
| **Premium Online Training Package**<br>8 Hours Online Training with certified First Due Instructor | |
| **Implementation and Configuration Services**<br>Services related to configuring and customizing the First Due Platform as described in the Statement of Work. | |
| One-Time Fees Subtotal | $ 9,100.00 |
| Subscription Fees Subtotal | $ 47,150.00 |
| **Grand Total** | **$ 56,250.00** |
| **Excluding Tax* | |

**Statement of Work**
Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

**Terms and Conditions**
The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms**: Net 30 days
**For electronic ACH payment**: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/



# **Statement of Work** | Grand Island Fire Department

## 1. Introduction

### 1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Grand Island Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

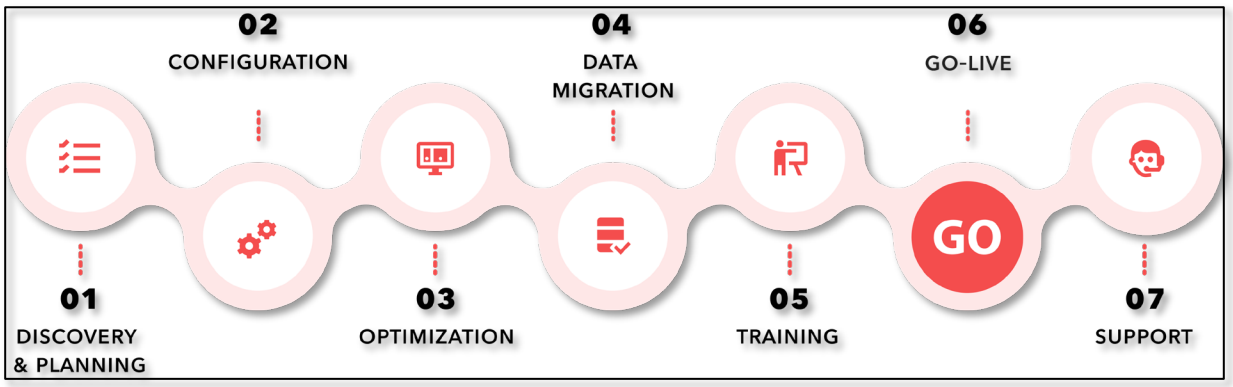
### 1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

## 2. Implementation

### 2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.




### 2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

### 2.3 Implementation Phases

**2.3.1** **Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2** **Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

**2.3.3** **Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

**2.3.4** **Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

**2.3.5** **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6** **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7** **Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

## 3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

## 4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email**: support@firstdue.com
- **Phone**: (516) 874-5818

### 7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

### 7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

## 8. Assumptions

### 8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

### 8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

### 8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

### 8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Zoho Sign Document ID: 2AB7F2F4-DYS87BMFZ6F6DFSETPYEIDKQ6MIPLHDFRXG7UIKOONG

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# 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.)

Locality Media, Inc.

2 Business name/disregarded entity name, if different from above.

First Due

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.

107 7th Street

Requester's name and address (optional)

6 City, state, and ZIP code

Garden City, NY 11530

7 List account number(s) here (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**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 1 | – | 1 | 3 | 8 | 8 | 0 | 6 | 2 |

## 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** Andreas Huber | **Date** Jan 02 2025 10:23 PST

## 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

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

R E S O L U T I O N  2025-95

WHEREAS, the Grand Island Fire Department (GIFD) has a wide variety of software needs; and

WHEREAS, GIFD currently uses several vendors for software; and

WHEREAS, GIFD wanted to identify a more robust software provider; and

WHEREAS, a formal request for proposal process was completed which resulted in six proposals; and

WHEREAS, an internal committee evaluated those proposals and recommended First Due & Locality Media, Inc. as the vendor of choice; and

WHEREAS, Fire Administration recommends Council approve the purchase of fire department software from First Due & Locality Media, Inc. in the amount of $56, 250.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the fire department software proposal from First Due & Locality Media, Inc. is hereby accepted and approved; and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.j.

**Subject:** #2025-96 - Approving Change Order for Architect Fees for Fire Station #3

**Staff Contact:** Cory Schmidt, Fire Chief

---

**BACKGROUND:** On October 10, 2023 City Council approved a contract with Schemmer Associates Inc. and BRW Architects. The two firms were to provide design services and oversite needed for the construction of a new Fire Station #3. In addition to the authorized funds in the original contract, there is a provision in the agreement for reimbursable expenses. This change order is requested to cover those non-included, but authorized, reimbursable expenses.

**DISCUSSION:** Fire Administration is requesting a change order to the total amount authorized related to the contract between the City of Grand Island and Schemmer Associates Inc. and BRW Architects. The change order would provide additional funding authority to cover reimbursable expenses incurred by the architect during the course of their duties related to providing design and construction oversite duties. The architect estimated a total of approximately $15,000.00 would be needed by the end of the project. The primary source of reimbursable expenses are related to transportation and authorized out-of-town travel and subsistence when Schemmer and/or BRW personnel visit the Fire Station #3 construction site. The complete list of reimbursable expenses can be found on page 22 of the original contract. If approved, the new total authorized amount for architectural services would increase from the original amount of $319,825.00 to $334,825.00.

**FISCAL IMPACT:** Approximately $15,000.00 in addition to the original Schemmer/BRW contract ($319,825) for a new total of $334,825.00. Funds are available in the capital fund for the construction of Fire Station #3.

**ALTERNATIVES:**

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 presented in this motion

**RECOMMENDATION:** City Administration recommends the Council approve a change order for up to an additional $15,000.00 to authorize payment for reimbursable expenses related to the contract between the City of Grand Island and Schemmer Associates Inc./ BRW Architects.

**SAMPLE MOTION:** Move to approve a change order for up to an additional $15,000.00 to authorize payment for reimbursable expenses related to the contract between the City of Grand Island and Schemmer Associates Inc./BRW Architects.

**ATTACHMENTS:**

1. Contract
2. Resolution

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 25th day of September in the year 2023
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

City of Grand Island
100 East First Street
Grand Island, NE 68801

and the Architect:
*(Name, legal status, address and other information)*

The Schemmer Associates Inc.
1044 N. 115th Street
Suite 300
Omaha, NE 68154

for the following Project:
*(Name, location and detailed description)*

Grand Island Fire Station No. 3
2310 Webb Rd
Grand Island, NE

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The June 22, 2023 RFQ issued by the City of Grand Island, NE provides an initial list of spaces for the project. The program will be established by the Architect providing Programming Services.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Project is located at 2310 Webb Rd in Grand Island, NE. The site is currently being used as a fire station with two buildings on site. One building as the fire station and the other building houses fire vehicles and storage.

The intention is to construct a new 9,000 square foot fire station on the property. The existing fire station is intended to remain active during construction. A preliminary program of spaces is listed in the June 22, 2023 RFQ issued by the City of Grand Island, NE.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:


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*(Provide total and, if known, a line item breakdown.)*

$4,000,000.00

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

Contract Documents ready for bidding by March 25, 2024

**.2** Construction commencement date:

May 25, 2024

**.3** Substantial Completion date or dates:

*(Paragraphs deleted)*July 31, 2025

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Chief Cory Schmidt
Grand Island Fire Department
100 East First Street
Grand Island, NE 68002

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*


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.1 Geotechnical Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.2 Civil Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.3 Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Dan Kerns AIA, NCARB
The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.2 Mechanical Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

.3 Electrical Engineer:

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300

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Omaha, NE 68154

.4 Architecture Consultant:

Brown Reynolds Watford Architects.
175 Century Square Drive Suite 350
College Station, TX 77840

**§ 1.1.11.2** Consultants retained under Supplemental Services:

None

**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

*(Paragraph deleted)*

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and (1) one exterior 3d color rendering and (2) two interior 3d color renderings.. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix

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and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

.1 make recommendations to the Owner related to procuring and distributing Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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*(Paragraphs deleted)*

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not review and approve submittals not required by the Contract Documents.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| § 4.1.1.1 Programming | Architect |
| § 4.1.1.2 Multiple preliminary designs | NP |
| § 4.1.1.3 Measured drawings | NP |
| § 4.1.1.4 Existing facilities surveys | NP |

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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|---|---|
| § 4.1.1.5 Site evaluation and planning | NP |
| § 4.1.1.6 Building Information Model management responsibilities | NP |
| § 4.1.1.7 Development of Building Information Models for post construction use | NP |
| § 4.1.1.8 Civil engineering | Architect |
| § 4.1.1.9 Landscape design | Architect |
| § 4.1.1.10 Architectural interior design | NP |
| § 4.1.1.11 Value analysis | NP |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | NP |
| § 4.1.1.13 On-site project representation | NP |
| § 4.1.1.14 Conformed documents for construction | NP |
| § 4.1.1.15 As-designed record drawings | NP |
| § 4.1.1.16 As-constructed record drawings | Architect |
| § 4.1.1.17 Post-occupancy evaluation | NP |
| § 4.1.1.18 Facility support services | NP |
| § 4.1.1.19 Tenant-related services | NP |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | NP |
| § 4.1.1.21 Telecommunications/data design | Architect |
| § 4.1.1.22 Security evaluation and planning | Architect |
| § 4.1.1.23 Commissioning | NP |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | NP |
| § 4.1.1.25 Fast-track design services | NP |
| § 4.1.1.26 Multiple bid packages | NP |
| § 4.1.1.27 Historic preservation | NP |
| § 4.1.1.28 Furniture, furnishings, and equipment design | NP |
| § 4.1.1.29 Land survey | Architect |
| § 4.1.1.30 Geotechnical engineering | Architect |
| § 4.1.1.31 Materials testing | NP |
| § 4.1.1.32 Zoning processing assistance | NP |
| § 4.1.1.33 Traffic studies | NP |
| § 4.1.1.34 Design of public improvements | NP |
| § 4.1.1.35 Other services provided by specialty Consultants | NP |
| § 4.1.1.36 Other Supplemental Services | NP |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

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Provide a Space Programming and Needs Analysis as follows:

- Review the general programming information provided by the Client, if applicable, and confirm information about the size and function of each department, program space requirements, workspace and common area requirements, adjacencies, and communication relationships. Develop programming study as required.

Provide Space Planning as follows:

- Provide a Code Review and note any problems areas to the Client.
- Based on the Program/Need Analysis, produce a Space Plan / Pricing Plan that details all functional areas as well as intended finishes and materials and any other pertinent information, such as fixtures, furniture and equipment needed as to secure a preliminary construction budget from a general contractor.
- Develop a space planning concepts based on the program.
- After presenting this plan to the Client, prepare up to two revisions of the concept incorporating the Client's input where appropriate.
- Attend project meetings and document the results thereof and action items therefrom.

Civil engineering for site design shall be in accordance with Sections 3.2, 3.3 and 3.4 and shall be limited to, as appropriate, site plans, on-site utility systems, fire protection systems, grading and drainage, and paving.

Landscape design to meet the project and zoning requirements.

Provide Record Drawings from Contractor provided As-Built Drawings.

Provide telecommunications/data design for the project which includes system equipment design and distribution for the facility. A new 100' communications tower and repeater are planned.

Provide security evaluation and planning design services for the facility security system.

- ALTA Survey Services:***Field survey*** – locate all physical features, improvements, and vegetation on site as well as necessary spot elevations and break lines to generate 2' contours. Limits of the field survey will be ten foot past property lines.
- ***Boundary*** – Research for the boundary, locate existing property corners, replace any property corners that may be missing, and pin platted lots.
- ***One Call*** – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- ***Title Commitment*** – Review title commitment that is supplied by owner to determine what affects subject property.
- ***Cad services*** – upload, download, check, and process collected electronic field data, and produce final survey documents and draw plat.
- ***Registered Land Surveyor Services*** – for project coordination, review, QA/QC, get signatures, sign, and stamp plat.
- ***ALTA/NSPS Table "A" requirements***- 1,2,3,4,5,6b,7a,7b1,8,9,11a,11b, and 18.
- ***Survey Coordinate System & Datums*** – a survey of the project area will be completed using the following Coordinate System:
    - ***Horizontal Datum*** - Nebraska LDP - Hall County
    - ***Vertical Datum*** – NAVD 88
    - ***Geoid Model*** – 12b

Geotechnical Services:

- Four soil borings are proposed. We recommend each boring be advanced to a depth of 20 feet. A total of 80 feet of subsoil exploration is proposed.
- Appropriate geotechnical laboratory testing of recovered samples will be completed at the direction of the project geotechnical engineer. Measurements of in-place water content, unit weight, unconfined compressive strength, Atterberg limits, and visual soil classification will be conducted on selected representative soil samples. Standard penetration resistance will be measured from sand deposits.


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Laboratory tests will be completed in accordance with ASTM procedures within the Schemmer soil testing laboratory by trained technicians using calibrated test equipment.

- An experienced geotechnical engineer with Schemmer will analyze the data and prepare a written report to contain the following preliminary analyses and discussions:
    - Description of site soil conditions and significance of area geology.
    - Tabulation of test data, a boring location plan and soil boring logs.
    - Foundation and site preparation recommendations to provide stable building support.
    - Minimum depth to suitable bearing material for foundations and allowable soil bearing pressures for shallow footing design.
    - Recommendations for exterior pavement support.
    - Recommendations for site preparation in the event that soft or otherwise unsuitable soils are found at foundation, floor surface level, or pavement support levels.
    - Floor slab subgrade preparation recommendations.
    - Analysis of soil to ascertain presence of potentially expansive soils or otherwise deleterious materials and recommendations to mitigate detrimental effects from these materials, should they be found.
    - Recommended types of fill and backfill soil materials and compaction requirements.
    - Active, passive, and at-rest lateral earth pressures for use in design of lateral earth-supporting footings to support wind and other lateral forces.
    - Anticipation of, management of, and recommendations for drainage of surface water and groundwater.
    - Seismic design parameters required by building code; and
    - Potential for settlement due to consolidation with recommendations to control settlement and alleviate excess stress on structure components associated with settlements.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

*(Paragraph deleted)*

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

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contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 twenty ( 20 ) visits to the site by the Architect during construction

.3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 one (1) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.


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**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** Unless specifically included in the Architects' service, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** Unless specifically included in the Architect's services, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** Intentionally Blank

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, construction, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. .

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## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.


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**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** Termination Fee:

15% of remaining fee

**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

15% of remaining fee

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the State of Nebraska.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
*(Insert amount)*

*(Paragraphs deleted)*$319,825.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

The amount due for supplemental services designated in Section 4.1.1 and for any sustainability services required per Section 4.1.3 to be performed by the Architect shall be included in the stipulated lump sum in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

The amount due shall be based on the actual hours expended for the additional services multiplied by the current hourly rate of the person(s) performing the services plus reimbursable expenses.

Init. /

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**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|---|---|
| Alta Survey | $9,200.00 |
| Geotechnical Investigation | $10,625.00 |
| Programming/Space Planning/ Schematic Design | $45,000.00 |
| Design Development | $75,000.00 |
| Construction Documents | $105,000.00 |
| Bidding Phase Services | $10,000.00 |
| Construction Phase Services | $65,000.00 |
| Total Basic Compensation | $319,825.00 |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A – 2023 Schemmer Schedule of Hourly Rates

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;


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.10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** An initial payment of zero dollars ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*
**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

12% annual

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.1** To the fullest extent permitted by law, Owner agrees that the total liability, in the aggregate, of the Architect and the Architect's officers, directors, members, partners, agents, employees, and subconsultants, to the Owner, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Architect's services, this Agreement or any Addenda, from any cause or causes, shall be limited to $319,825.00 or the total amount of compensation received by the Architect, whichever is less.

**§ 12.2** The Owner agrees to allow Architect to solicit and provide services directly to another party or parties associated with the project. This provision is intended to satisfy the conflict of interest requirements of section 5.2.1 of The Nebraska Engineers and Architects Regulation Act regarding compensation to the Architect from more than one party on a project.

**§ 12.3** The following assumptions have been made:


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- A truck mounted rig will be used to advance the borings for the geotechnical investigation. While every attempt will be made to reduce rutting, we cannot guarantee that rutting may occur.
- Landscaping design shall be minimum to meet requirements of Grand Island, NE requirements.
- No off-site improvements are required for this project.
- Project has ready access to public water and gravity sanitary sewer.
- Project is not located with the floodplain.
- Project will not disturb wetlands.
- Project will disturb greater than 1 acre and will require Nebraska construction stormwater NPDES permit.
- Construction Phase Services are based on a construction duration of 12 months.

**§ 12.4** The following are exclusions and not included in Scope of Services: Platting; ROW acquisition and/or abandonment; NDOT/County permits; Hazardous Material Testing/Abatement; Easement dedication and/or vacation; Utility Relocation; Surcharge Design; Early Design Packages; Rezoning; Wetlands Delineation; Use Permits/Waivers; Public Improvements or Off-Site Improvements Design; Pump Station Design, Permit applications beyond NDEE CSW-NOI, Permit Fees; Traffic Impact Studies; Traffic Signal Design; Environmental studies (i.e. wetlands delineation, Phase I & II Site Assessments, etc.); and SWPPP Inspections and Reporting; Construction Materials Testing and Special Inspections

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this agreement.)*

**.3** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

*(Paragraphs deleted)*

[ X ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A – 2023 Schemmer Schedule of Hourly Rates

**.4** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)* **ARCHITECT** *(Signature)*

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| Roger Steele, Mayor | Dan Kerns, AIA, NCARB, Principal |
| --- | --- |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

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SCHEMMER

Design with Purpose. Build with Confidence.

# Schedule of Hourly Rates

Effective January 1, 2023

| Standard Rates | |
|---|---|
| Principal | $245.00 |
| Senior Project Manager II | $210.00 |
| Senior Project Manager I | $195.00 |
| Project Manager | $140.00 |
| Senior Registered Architect | $175.00 |
| Registered Architect | $140.00 |
| Architect | $105.00 |
| Senior Design Architect | $130.00 |
| Senior Registered Engineer II | $190.00 |
| Senior Registered Engineer I | $180.00 |
| Registered Engineer II | $155.00 |
| Registered Engineer I | $140.00 |
| Senior Engineer E.I. | $120.00 |
| Engineer E.I. | $105.00 |
| Design Engineer | $155.00 |
| Design Technician With Scanner | $210.00 |
| Design Technician II | $120.00 |
| Design Technician | $90.00 |
| CADD Technician | $75.00 |
| Senior Project Representative | $145.00 |
| Project Representative | $110.00 |
| Senior Registered Land Surveyor | $150.00 |
| Registered Land Surveyor | $140.00 |
| 3 Man Survey Crew | $255.00 |
| 2 Man Survey Crew | $180.00 |
| 1 Man Survey Crew | $110.00 |
| Survey Party Chief | $105.00 |
| Survey Instrument Person | $80.00 |
| Field Technician IV | $145.00 |
| Field Technician III | $100.00 |
| Field Technician II | $80.00 |
| Field Technician I | $70.00 |
| Project Coordinator | $75.00 |
| Administrative Support | $75.00 |

***NOTE:*** *Hourly rates are subject to change annually each January.*

# *Additions and Deletions Report for*
## *AIA® Document B101® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:51:32 CT on 09/26/2023.

**PAGE 1**

**AGREEMENT** made as of the 25th day of September in the year 2023

...

City of Grand Island
100 East First Street
Grand Island, NE 68801

...

The Schemmer Associates Inc.
1044 N. 115th Street
Suite 300
Omaha, NE 68154

...

Grand Island Fire Station No. 3
2310 Webb Rd
Grand Island, NE
**PAGE 2**

The June 22, 2023 RFQ issued by the City of Grand Island, NE provides an initial list of spaces for the project. The program will be established by the Architect providing Programming Services.

...

The Project is located at 2310 Webb Rd in Grand Island, NE. The site is currently being used as a fire station with two buildings on site. One building as the fire station and the other building houses fire vehicles and storage.

The intention is to construct a new 9,000 square foot fire station on the property. The existing fire station is intended to remain active during construction. A preliminary program of spaces is listed in the June 22, 2023 RFQ issued by the City of Grand Island, NE.

**PAGE 3**

$4,000,000.00

...

Contract Documents ready for bidding by March 25, 2024

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...

May 25, 2024

...

~~.4 Other milestone dates:~~
July 31, 2025

...

Competitive Bid

...

None

...

Chief Cory Schmidt
Grand Island Fire Department
100 East First Street
Grand Island, NE 68002
**PAGE 4**

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

...

The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

...

Dan Kerns AIA, NCARB
The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

...

The Schemmer Associates Inc.
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...

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The Schemmer Associates Inc.
1044 N. 115th Street, Suite 300
Omaha, NE 68154

**PAGE 5**

.4 Architecture Consultant:

Brown Reynolds Watford Architects.
175 Century Square Drive Suite 350
College Station, TX 77840

...

None

**PAGE 6**

**§ 2.5.1** Commercial General Liability with policy limits of not less than ~~($ )~~ one million dollars ($1,000,000) for each occurrence and ~~($ )~~ two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~($ )~~ one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

~~**§ 2.5.5** Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~($ ) per claim and ($ )~~ two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

**PAGE 7**

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and ~~may include some combination of study models, perspective sketches, or digital representations.~~ (1) one exterior 3d color rendering and (2) two interior 3d color renderings.. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**PAGE 8**

.1 ~~facilitating the distribution of~~ make recommendations to the Owner related to procuring and distributing Bidding Documents to prospective bidders;

**PAGE 9**

~~**§ 3.5.3 Negotiated Proposals**~~
~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:~~
~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
~~.2 organizing and participating in selection interviews with prospective contractors;~~

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~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

**PAGE 10**

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall not review and approve submittals not required by the Contract Documents.

**PAGE 11**

| | |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | NP |
| **§ 4.1.1.3** Measured drawings | NP |
| **§ 4.1.1.4** Existing facilities surveys | NP |
| **§ 4.1.1.5** Site evaluation and planning | NP |
| **§ 4.1.1.6** Building Information Model management responsibilities | NP |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | NP |
| **§ 4.1.1.8** Civil engineering | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | NP |
| **§ 4.1.1.11** Value analysis | NP |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | NP |
| **§ 4.1.1.13** On-site project representation | NP |
| **§ 4.1.1.14** Conformed documents for construction | NP |
| **§ 4.1.1.15** As-designed record drawings | NP |
| **§ 4.1.1.16** As-constructed record drawings | Architect |
| **§ 4.1.1.17** Post-occupancy evaluation | NP |
| **§ 4.1.1.18** Facility support services | NP |
| **§ 4.1.1.19** Tenant-related services | NP |
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | NP |
| **§ 4.1.1.21** Telecommunications/data design | Architect |
| **§ 4.1.1.22** Security evaluation and planning | Architect |
| **§ 4.1.1.23** Commissioning | NP |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | NP |

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| | |
|---|---|
| § 4.1.1.25 Fast-track design services | NP |
| § 4.1.1.26 Multiple bid packages | NP |
| § 4.1.1.27 Historic preservation | NP |
| § 4.1.1.28 Furniture, furnishings, and equipment design | NP |
| § 4.1.1.29 Land survey | Architect |
| § 4.1.1.30 Geotechnical engineering | Architect |
| § 4.1.1.31 Materials testing | NP |
| § 4.1.1.32 Zoning processing assistance | NP |
| § 4.1.1.33 Traffic studies | NP |
| § 4.1.1.34 Design of public improvements | NP |
| ~~§ 4.1.1.29~~ § 4.1.1.35 Other services provided by specialty Consultants | NP |
| ~~§ 4.1.1.30~~ § 4.1.1.36 Other Supplemental Services | NP |

**PAGE 13**

Provide a Space Programming and Needs Analysis as follows:

- Review the general programming information provided by the Client, if applicable, and confirm information about the size and function of each department, program space requirements, workspace and common area requirements, adjacencies, and communication relationships. Develop programming study as required.

Provide Space Planning as follows:

- Provide a Code Review and note any problems areas to the Client.
- Based on the Program/Need Analysis, produce a Space Plan / Pricing Plan that details all functional areas as well as intended finishes and materials and any other pertinent information, such as fixtures, furniture and equipment needed as to secure a preliminary construction budget from a general contractor.
- Develop a space planning concepts based on the program.
- After presenting this plan to the Client, prepare up to two revisions of the concept incorporating the Client's input where appropriate.
- Attend project meetings and document the results thereof and action items therefrom.

Civil engineering for site design shall be in accordance with Sections 3.2, 3.3 and 3.4 and shall be limited to, as appropriate, site plans, on-site utility systems, fire protection systems, grading and drainage, and paving.

Landscape design to meet the project and zoning requirements.

Provide Record Drawings from Contractor provided As-Built Drawings.

Provide telecommunications/data design for the project which includes system equipment design and distribution for the facility. A new 100' communications tower and repeater are planned.

Provide security evaluation and planning design services for the facility security system.

- ALTA Survey Services:***Field survey*** – locate all physical features, improvements, and vegetation on site as well as necessary spot elevations and break lines to generate 2' contours. Limits of the field survey will be ten foot past property lines.
- ***Boundary*** – Research for the boundary, locate existing property corners, replace any property corners that may be missing, and pin platted lots.
- ***One Call*** – perform a One-Call utility locate. Locate utilities per locator's markings and observed evidence in the field.
- ***Title Commitment*** – Review title commitment that is supplied by owner to determine what affects subject property.
- ***Cad services*** – upload, download, check, and process collected electronic field data, and produce final survey documents and draw plat.

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- ***Registered Land Surveyor Services*** – for project coordination, review, QA/QC, get signatures, sign, and stamp plat.
- ***ALTA/NSPS Table "A" requirements***- 1,2,3,4,5,6b,7a,7b1,8,9,11a,11b, and 18.
- ***Survey Coordinate System & Datums*** – a survey of the project area will be completed using the following Coordinate System:
    - ***Horizontal Datum*** - Nebraska LDP - Hall County
    - ***Vertical Datum*** – NAVD 88
    - ***Geoid Model*** – 12b

Geotechnical Services:

- Four soil borings are proposed. We recommend each boring be advanced to a depth of 20 feet. A total of 80 feet of subsoil exploration is proposed.
- Appropriate geotechnical laboratory testing of recovered samples will be completed at the direction of the project geotechnical engineer. Measurements of in-place water content, unit weight, unconfined compressive strength, Atterberg limits, and visual soil classification will be conducted on selected representative soil samples. Standard penetration resistance will be measured from sand deposits. Laboratory tests will be completed in accordance with ASTM procedures within the Schemmer soil testing laboratory by trained technicians using calibrated test equipment.
- An experienced geotechnical engineer with Schemmer will analyze the data and prepare a written report to contain the following preliminary analyses and discussions:
    - Description of site soil conditions and significance of area geology.
    - Tabulation of test data, a boring location plan and soil boring logs.
    - Foundation and site preparation recommendations to provide stable building support.
    - Minimum depth to suitable bearing material for foundations and allowable soil bearing pressures for shallow footing design.
    - Recommendations for exterior pavement support.
    - Recommendations for site preparation in the event that soft or otherwise unsuitable soils are found at foundation, floor surface level, or pavement support levels.
    - Floor slab subgrade preparation recommendations.
    - Analysis of soil to ascertain presence of potentially expansive soils or otherwise deleterious materials and recommendations to mitigate detrimental effects from these materials, should they be found.
    - Recommended types of fill and backfill soil materials and compaction requirements.
    - Active, passive, and at-rest lateral earth pressures for use in design of lateral earth-supporting footings to support wind and other lateral forces.
    - Anticipation of, management of, and recommendations for drainage of surface water and groundwater.
    - Seismic design parameters required by building code; and
    - Potential for settlement due to consolidation with recommendations to control settlement and alleviate excess stress on structure components associated with settlements.

**PAGE 14**

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

**PAGE 15**

.1 ~~(—)~~ two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 twenty ( 20 ) visits to the site by the Architect during construction

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.3 ~~(—)~~ one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(—)~~ one (1) inspections for any portion of the Work to determine final completion.

...

**§ 4.2.5** If the services covered by this Agreement have not been completed within ~~(—)~~ twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**PAGE 16**

**§ 5.4** ~~The~~ Unless specifically included in the Architects' service, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** ~~The~~ Unless specifically included in the Architect's services, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

**§ 5.7** ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~ Intentionally Blank

**PAGE 17**

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, construction, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the ~~Work due to market conditions the Architect could not reasonably anticipate, the~~ Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~ 11.3. .

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**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed

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with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~
[ X ] Litigation in a court of competent jurisdiction

...

~~**§ 8.3 Arbitration**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

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15% of remaining fee

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...

15% of remaining fee

...

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~State of Nebraska.

**PAGE 21**

~~.2 Percentage Basis~~

~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~

~~*(Describe the method of compensation)*~~

$319,825.00

...

The amount due for supplemental services designated in Section 4.1.1 and for any sustainability services required per Section 4.1.3 to be performed by the Architect shall be included in the stipulated lump sum in Section 11.1.

...

The amount due shall be based on the actual hours expended for the additional services multiplied by the current hourly rate of the person(s) performing the services plus reimbursable expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent ( %),~~ fifteen percent (15%), or as follows:

**PAGE 22**

| | | | | |
|---|---|---|---|---|
| ~~Schematic Design Phase~~ | | ~~percent (~~ | | ~~%)~~ |
| ~~Design Development Phase~~ | | ~~percent (~~ | | ~~%)~~ |
| ~~Construction Documents Phase~~ | | ~~percent (~~ | | ~~%)~~ |
| ~~Procurement Phase~~ | | ~~percent (~~ | | ~~%)~~ |
| ~~Construction Phase~~ | | ~~percent (~~ | | ~~%)~~ |
| ~~Total Basic Compensation~~ | ~~one hundred~~ | ~~percent (~~ | ~~100~~ | ~~%)~~ |

| | |
|---|---|
| Alta Survey | $9,200.00 |
| Geotechnical Investigation | $10,625.00 |
| Programming/Space Planning/ Schematic Design | $45,000.00 |
| Design Development | $75,000.00 |
| Construction Documents | $105,000.00 |
| Bidding Phase Services | $10,000.00 |
| Construction Phase Services | $65,000.00 |
| Total Basic Compensation | $319,825.00 |

...

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See Exhibit A – 2023 Schemmer Schedule of Hourly Rates

~~Employee or Category~~ ~~Rate ($0.00)~~

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~~.10 Site office expenses;~~
~~.11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
~~.12~~ .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent ( %)~~ ten percent (10%) of the expenses incurred.

...

**§ 11.10.1.1** An initial payment of zero dollars ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(~~ thirty (30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ 12% annual

...

**§ 12.1** To the fullest extent permitted by law, Owner agrees that the total liability, in the aggregate, of the Architect and the Architect's officers, directors, members, partners, agents, employees, and subconsultants, to the Owner, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Architect's services, this Agreement or any Addenda, from any cause or causes, shall be limited to $319,825.00 or the total amount of compensation received by the Architect, whichever is less.

**§ 12.2** The Owner agrees to allow Architect to solicit and provide services directly to another party or parties associated with the project. This provision is intended to satisfy the conflict of interest requirements of section 5.2.1 of The Nebraska Engineers and Architects Regulation Act regarding compensation to the Architect from more than one party on a project.

**§ 12.3** The following assumptions have been made:

- A truck mounted rig will be used to advance the borings for the geotechnical investigation. While every attempt will be made to reduce rutting, we cannot guarantee that rutting may occur.
- Landscaping design shall be minimum to meet requirements of Grand Island, NE requirements.
- No off-site improvements are required for this project.
- Project has ready access to public water and gravity sanitary sewer.

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- Project is not located with the floodplain.
- Project will not disturb wetlands.
- Project will disturb greater than 1 acre and will require Nebraska construction stormwater NPDES permit.
- Construction Phase Services are based on a construction duration of 12 months.

§ 12.4 The following are exclusions and not included in Scope of Services: Platting; ROW acquisition and/or abandonment; NDOT/County permits; Hazardous Material Testing/Abatement; Easement dedication and/or vacation; Utility Relocation; Surcharge Design; Early Design Packages; Rezoning; Wetlands Delineation; Use Permits/Waivers; Public Improvements or Off-Site Improvements Design; Pump Station Design, Permit applications beyond NDEE CSW-NOI, Permit Fees; Traffic Impact Studies; Traffic Signal Design; Environmental studies (i.e. wetlands delineation, Phase I & II Site Assessments, etc.); and SWPPP Inspections and Reporting; Construction Materials Testing and Special Inspections

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~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)~~

[ X ] Other Exhibits incorporated into this Agreement:

...

Exhibit A – 2023 Schemmer Schedule of Hourly Rates

**PAGE 25**

Roger Steele, Mayor

Dan Kerns, AIA, NCARB, Principal

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:51:32 CT on 09/26/2023 under Order No. 4104243994 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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R E S O L U T I O N  2025-96

WHEREAS, on October 10, 2023, City Council approved a contract with Schemmer Associates and BRW Architects to provide design services and oversite for the construction of Fire Station 3; and

WHEREAS, the original contract included a provision for reimbursable expenses such as out-of-town travel expenses; and

WHEREAS, the original amount of the contract was for $319, 825.00 which didn't include funds for reimbursable expenses; and

WHEREAS, Schemmer Associates Inc. and BRW Architects estimate a total of approximately $15,000.00 in reimbursable expenses; and

WHEREAS, the requested new total authorized amount for architectural services with funds for reimbursable expenses is $334,825.00; and

WHEREAS, City Administration recommends the Council approve a change order for up to an additional $15,000.00 for reimbursable expenses related to the contract between the City of Grand Island and Schemmer Associates Inc./BRW architects.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a change order for up to an additional $15,000.00 in reimbursable expenses is hereby approved; and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents as contracts and agreements are retained.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.k.

**Subject:** #2025-97 - Approving Bid Award for the 2025 Asphalt Resurfacing Project No. 2025-AC-1

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

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**BACKGROUND:** On February 22, 2025 the Engineering Division of the Public Works Department advertised for bids for the 2025 Asphalt Resurfacing Project No. 2025-AC-1. There were six (6) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

Section #1– South Locust Street- I-80 to Wood River Diversion Bridge

**DISCUSSION:** Three (3) bids were received and opened on March 13, 2025. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

| Bidder | Exceptions | Base Bid |
|---|---|---|
| Gary Smith Construction Co, Inc. of Grand Island, NE | None | $718,442.40 |
| Vontz Paving, Inc. of Hastings, NE | None | $772,384.13 |
| Werner Construction, Inc. of Hastings, NE | None | $804,760.35 |

Public Works Engineering staff recommends the contract award to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of $718,442.40.

**FISCAL IMPACT:** Funds are available in the approved FY2025 budget.

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

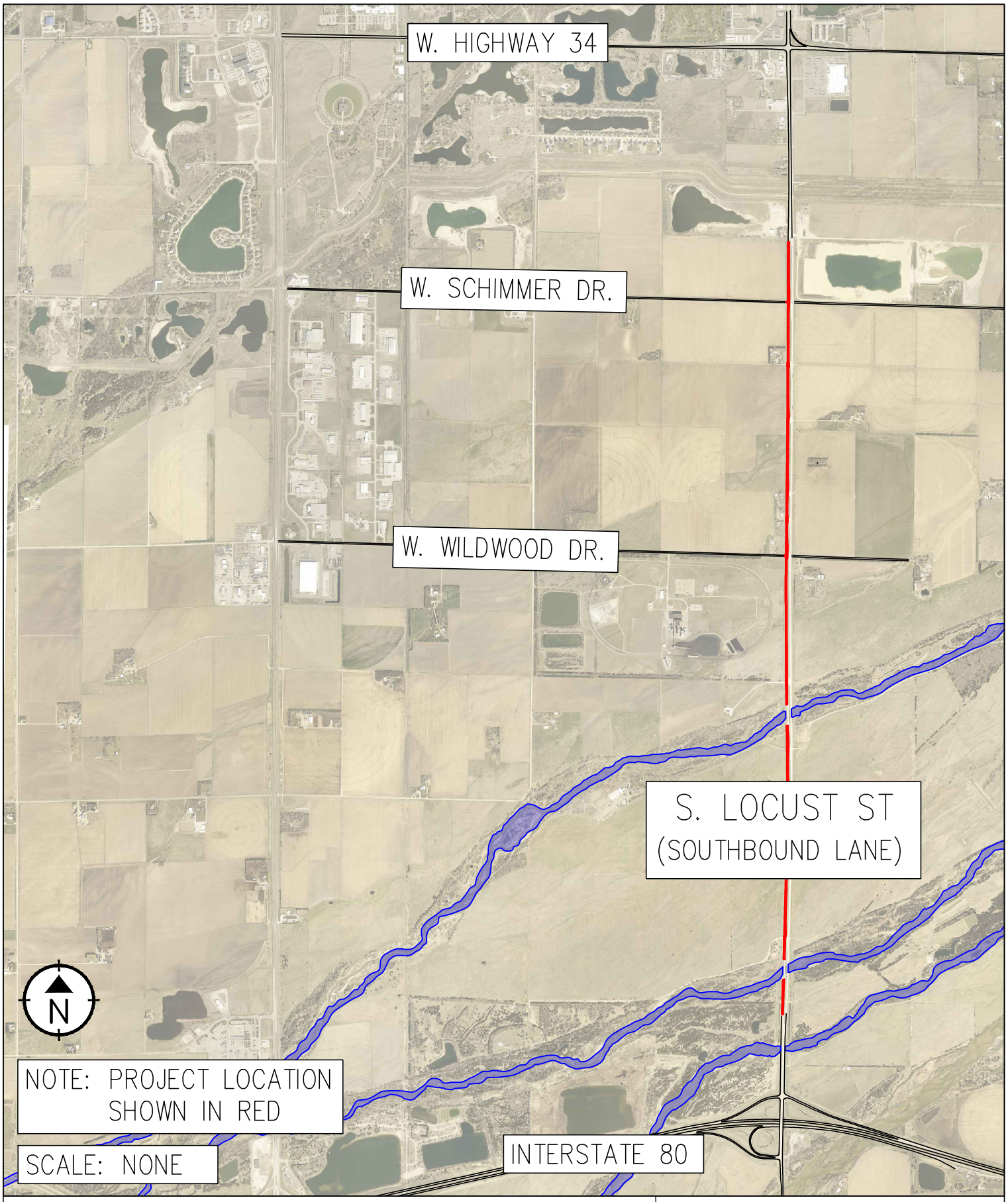
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

**RECOMMENDATION:** City Administration recommends that the Council approve awarding a contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of $718,442.40 as the low compliant bid that meets specifications.

**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**

1. Map
2. Contract Agreement
3. Resolution




2025-AC-I

PROJECT LOCATION MAP

GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

# CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____**, 2025**, by and between ***GARY SMITH CONSTRUCTION CO., 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 construction of **Asphalt Maintenance Project No. 2025-AC-1**; 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 or themselves, and its 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 and Special Provisions, 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 (subject to adjustment as provided by the contract) of ***SEVEN HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED FORTY TWO AND 40/100 DOLLARS ($718,442.40)*** 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 incorporation into the work of 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 Maintenance Project No. 2025-AC-1**.

ARTICLE IV. All sections shall be completed before **August 15, 2025**.

ARTICLE V. It is understood and agreed that time is the essence of the contract. Should the Contractor fail to perform all of the work within the overall period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **$500.00** per **calendar** day of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages.

The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to use for and recover compensation for damages for non-performance of this contract within the time stipulated.

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.

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 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.

ARTICLE VIII. 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 IX. 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 X. LB 403: Every public contractor and his, her or its subcontracors 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 XI. 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 forgoing.

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 XII. FEDERAL FUNDING CONFLICT OF INTEREST:

(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 Contract Agreement as of the date and year first above written.

**GARY SMITH CONSTRUCTION CO., INC.**

By _____ Date _____

Title _____

**CITY OF GRAND ISLAND, NEBRASKA,**

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

_____ Date _____
Attorney for the City

**APPENDIX A – TITLE VI NON-DISCRIMINATION -**

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

(1) **Compliance with Regulations:** The contractor 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 contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, 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 contractor 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 contract 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 contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract 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 contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor 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 contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor 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 contractor 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  2025-97

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2025-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on March 13, 2025 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $718,442.40.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of $718,442.40 for Asphalt Maintenance Project No. 2025-AC-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island 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, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.I.

**Subject:** #2025-98 - Approving Temporary Construction Easement for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Benton Enterprises, LLC, Johnson, and Taylor)

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

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**BACKGROUND:** Public Works Engineering staff plans to improve South Locust Street from the intersection of Fonner Park Road to Charles Street, with the potential for some improvements on Walnut Street north to 2nd Street. The proposal is 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. Roadway alignment issues at intersections will be remedied to provide for lanes that align through intersections. Drainage will also be improved as the current roadway drainage has been reduced over the years with multiple asphalt overlay projects.

To accommodate the improvements of South Locust Street temporary construction easements are necessary.

**DISCUSSION:** Temporary construction easements are needed for the reconstruction of South Locust Street from Fonner Park Road to 2nd Street. 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. Payments to the affected property owners total $4,250.00, as detailed on the resolution.

**FISCAL IMPACT:** Funds are available in the approved FY2025 budget.

**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 South Locust Street Improvements- Fonner Park Road to 2nd Street; No. 2021-P-6, in the total amount of $4,250.00.

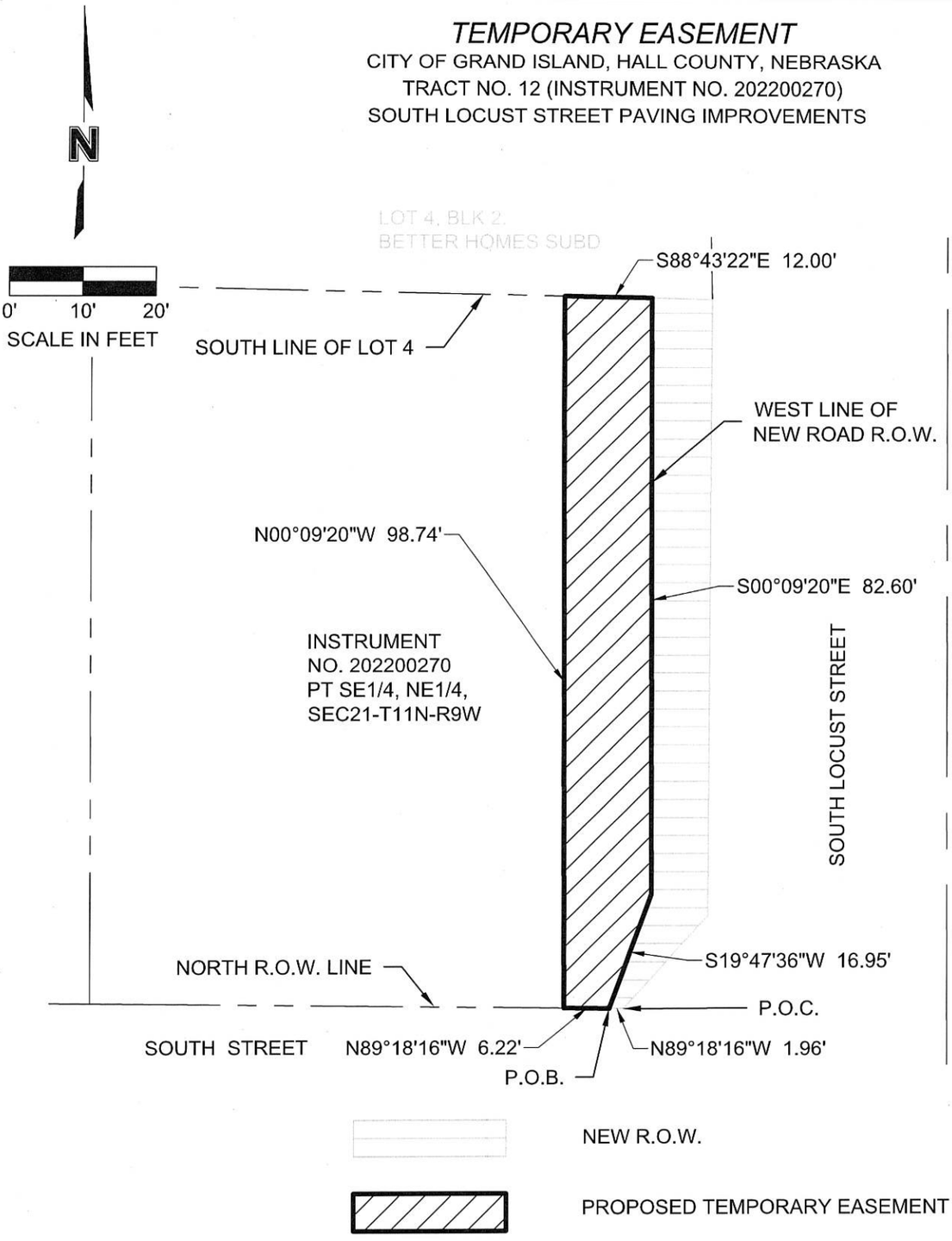
**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**

1. Benton Exhibit
2. Johnson Exhibit
3. Taylor Exhibit
4. Resolution

# *TEMPORARY EASEMENT*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 12 (INSTRUMENT NO. 202200270)
SOUTH LOCUST STREET PAVING IMPROVEMENTS




## EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 202200270, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

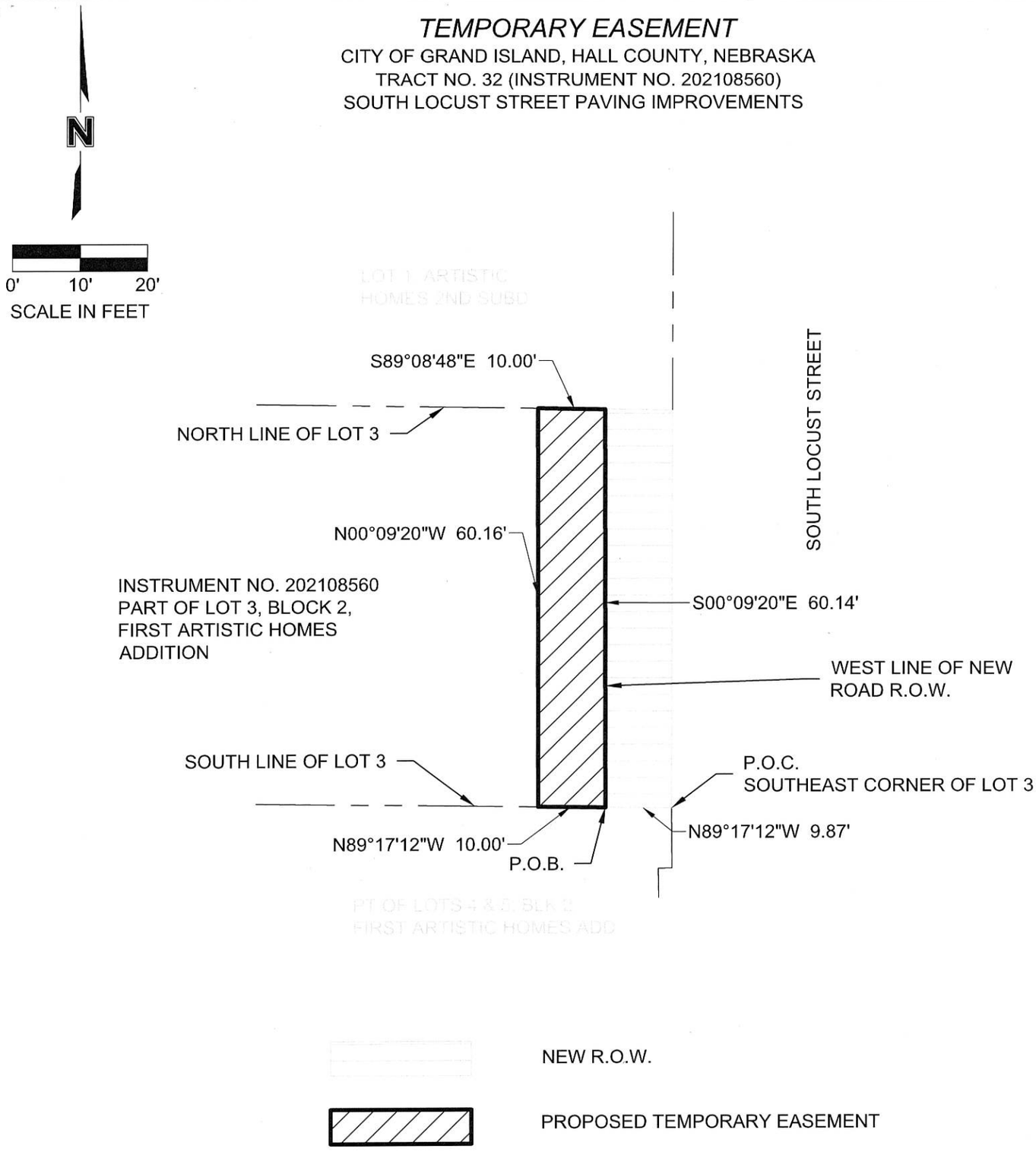
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EXISTING SOUTH LOCUST STREET RIGHT-OF-WAY (R.O.W.) AND THE NORTH LINE OF THE SOUTH STREET R.O.W.; THENCE ON AN ASSUMED BEARING OF N89°18'16"W ALONG SAID SOUTH STREET R.O.W. LINE A DISTANCE OF 1.96 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH STREET R.O.W. LINE AND THE WEST LINE OF THE NEW SOUTH LOCUST STREET R.O.W., SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH STREET R.O.W. LINE N89°18'16"W A DISTANCE OF 6.22 FEET; THENCE N00°09'20"W A DISTANCE OF 98.74 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, BLOCK 2, BETTER HOMES SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT S88°43'22"E A DISTANCE OF 12.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 4 AND SAID NEW R.O.W. LINE; THENCE ALONG SAID NEW R.O.W. LINE S00°09'20"E A DISTANCE OF 82.60 FEET; THENCE CONTINUING ALONG SAID NEW R.O.W. LINE S19°47'36"W A DISTANCE OF 16.95 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,138 SQUARE FEET MORE OR LESS.

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EXHIBIT
12

# *TEMPORARY EASEMENT*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 32 (INSTRUMENT NO. 202108560)
SOUTH LOCUST STREET PAVING IMPROVEMENTS




## EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 202108560, BEING A PART OF LOT 3, BLOCK 2, FIRST ARTISTIC HOMES ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

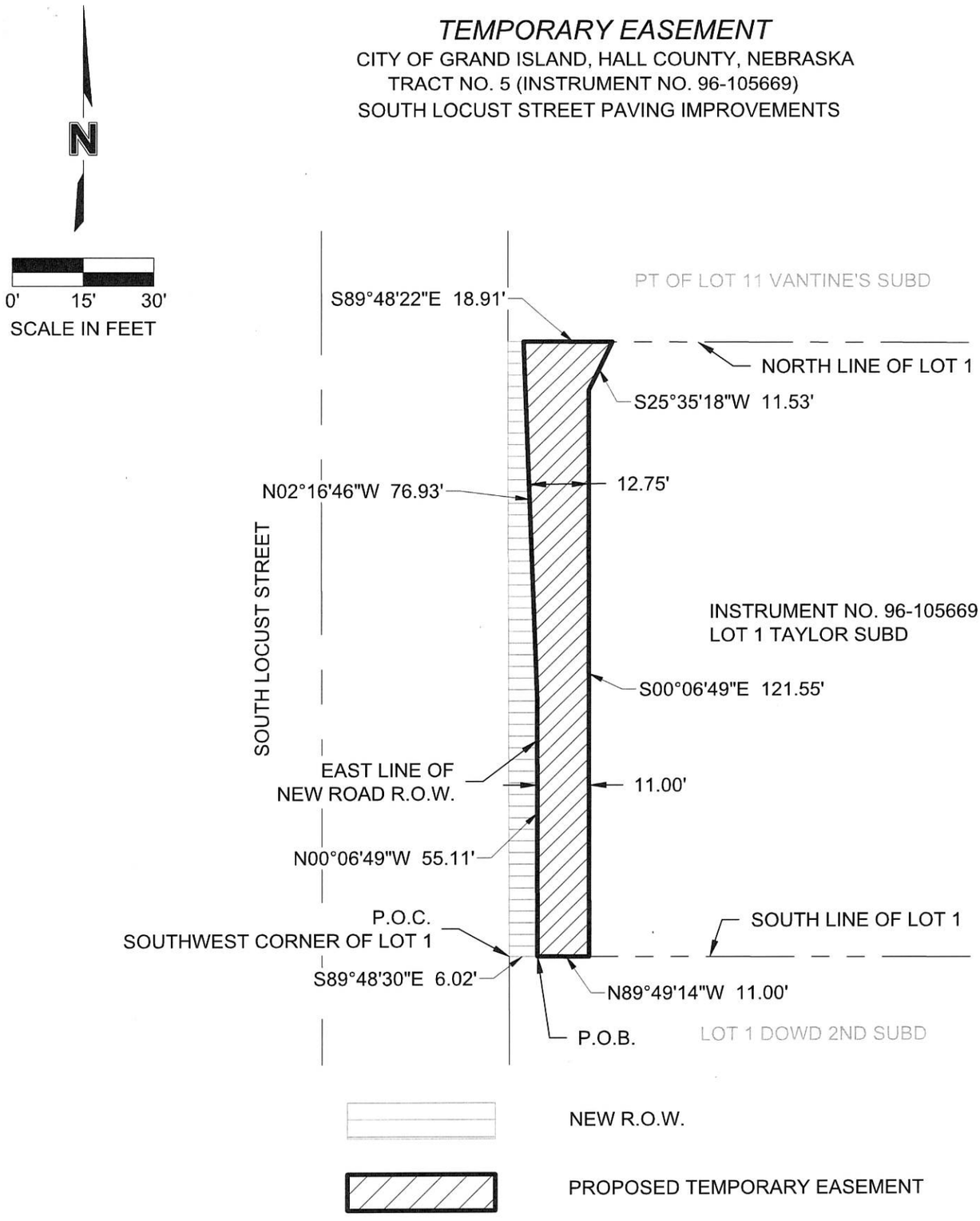
COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N89°17'12"W A DISTANCE OF 9.87 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF THE NEW SOUTH LOCUST STREET R.O.W., SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N89°17'12"W A DISTANCE OF 10.00 FEET; THENCE N00°09'20"W A DISTANCE OF 60.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID NORTH LINE S89°08'48"E A DISTANCE OF 10.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND SAID NEW R.O.W. LINE; THENCE ALONG SAID NEW R.O.W. LINE S00°09'20"E A DISTANCE OF 60.14 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 601 SQUARE FEET MORE OR LESS.

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EXHIBIT
32

# *TEMPORARY EASEMENT*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 5 (INSTRUMENT NO. 96-105669)
SOUTH LOCUST STREET PAVING IMPROVEMENTS




## EASEMENT DESCRIPTION

A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND AS DESCRIBED AS INSTRUMENT NO. 96-105669, BEING A PART OF LOT 1 TAYLOR SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF S89°48'30"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 6.02 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°06'49"W, ALONG SAID NEW EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 55.11 FEET; THENCE N02°16'46"W, CONTINUING ALONG SAID NEW EAST R.O.W. LINE OF SOUTH LOCUST STREET, A DISTANCE OF 76.93 FEET TO THE POINT ON THE NORTH LINE OF SAID LOT 1; THENCE S89°48'22"E, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 18.91 FEET; THENCE S25°35'18"W A DISTANCE OF 11.53 FEET; THENCE S00°06'49"E A DISTANCE OF 121.55 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1; THENCE N89°49'14"W, ALONG SAID THE SOUTH LINE OF LOT 1, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,589 SQUARE FEET MORE OR LESS.


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EXHIBIT 5

R E S O L U T I O N 2025-98

WHEREAS, temporary construction easements are required by the City of Grand Island, from property described below for the construction of South Locust Street Improvements-Fonner Park Road to 2nd Street; Project No. 2021-P-6:

| ***Property Owner*** | ***Legal Description*** | ***Cost*** |
|---|---|---|
| Benton Enterprises, LLC | A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 202200270, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br>COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EXISTING SOUTH LOCUST STREET RIGHT-OF-WAY (R.O.W.) AND THE NORTH LINE OF THE SOUTH STREET R.O.W.; THENCE ON AN ASSUMED BEARING OF N89°18'16"W ALONG SAID SOUTH STREET R.O.W. LINE A DISTANCE OF 1.96 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH STREET R.O.W. LINE AND THE WEST LINE OF THE NEW SOUTH LOCUST STREET R.O.W., SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH STREET R.O.W. LINE N89°18'16"W A DISTANCE OF 6.22 FEET; THENCE N00°09'20"W A DISTANCE OF 98.74 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, BLOCK 2, BETTER HOMES SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT S88°43'22"E A DISTANCE OF 12.00 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 4 AND SAID NEW R.O.W. LINE; THENCE ALONG SAID NEW R.O.W. LINE S00°09'20"E A DISTANCE OF 82.60 FEET; THENCE CONTINUING ALONG SAID NEW R.O.W. LINE S19°47'36"W A DISTANCE OF 16.95 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,138 SQUARE FEET MORE OR LESS. | $2,050.00 |
| Justin M Johnson | A TEMPORARY EASEMENT CONSISTING OF PART OF A TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 202108560, BEING A PART OF LOT 3, BLOCK 2, FIRST ARTISTIC HOMES ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br>COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF N89°17'12"W A DISTANCE OF 9.87 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF THE NEW SOUTH LOCUST STREET R.O.W., SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N89°17'12"W A DISTANCE OF 10.00 FEET; THENCE N00°09'20"W A DISTANCE OF 60.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID NORTH LINE S89°08'48"E A DISTANCE OF 10.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE AND SAID NEW R.O.W. LINE; THENCE ALONG SAID NEW R.O.W. LINE S00°09'20"E 60.14 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 601 SQUARE FEET MORE OR LESS. | $610.00 |
| Douglas P Taylor and Pamela S Taylor | A TEMPORARY EASEMENT CONSISTING OF A TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 96-105669, BEING A PART OF LOT 1 TAYLOR SUBDIVISION, CITY OF GRAND ISLAND, HALL | $1,590.00 |

| | | |
|---|---|---|
| | COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF S89°48'30"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 6.02 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°06'49"W, ALONG SAID NEW EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 55.11 FEET; THENCE N02°16'46"W, CONTINUING ALONG SAID NEW EAST R.O.W. LINE OF SOUTH LOCUST STREET, A DISTANCE OF 76.93 FEET TO THE POINT ON THE NORTH LINE OF SAID LOT 1; THENCE S89°48'22"E, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 18.91 FEET; THENCE S25°35'18"W A DISTANCE OF 11.53 FEET; THENCE S00°06'49"E A DISTANCE OF 121.55 FEET TO A POINT ON SAID SOUTH LINE OF LOT 1; THENCE N89°49'14"W, ALONG THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS 1,589 SQUARE FEET MORE OR LESS. | |

***Total= $4,250.00***

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 owner for the Temporary Construction easement on the above described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.m.

**Subject:** #2025-99 - Approving Temporary Construction Easement for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Corman Properties, LLC)

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

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**BACKGROUND:** The Claude Road; Faidley Avenue to State Street project is for the addition and improvement of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street is the major focus of this project. It is desired to build this roadway and several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project will allow for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. The Diers Avenue improvements would be the second component to this project. Also associated with this project is the potential for improvements to the Highway 281 and 30 corridors adjacent to the other project areas. These improvements would focus on creating north and southbound left-turn lane offsets as well as right turn lanes to exit from the highway. This portion of the project could involve potential application of NDOT safety funds and would involve coordination with NDOT throughout the project.

The Public Works Department is proposing a concrete curb and gutter roadway section along with sidewalk, traffic control, drainage and all other associated improvements needed to complete the project.

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

**DISCUSSION:** A temporary construction easement is needed for the improvements to the Diers Avenue/Concord Avenue intersection as part of the overall Claude Road improvements.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement area.

**FISCAL IMPACT:** Funds are available in the approved FY2025 budget.

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

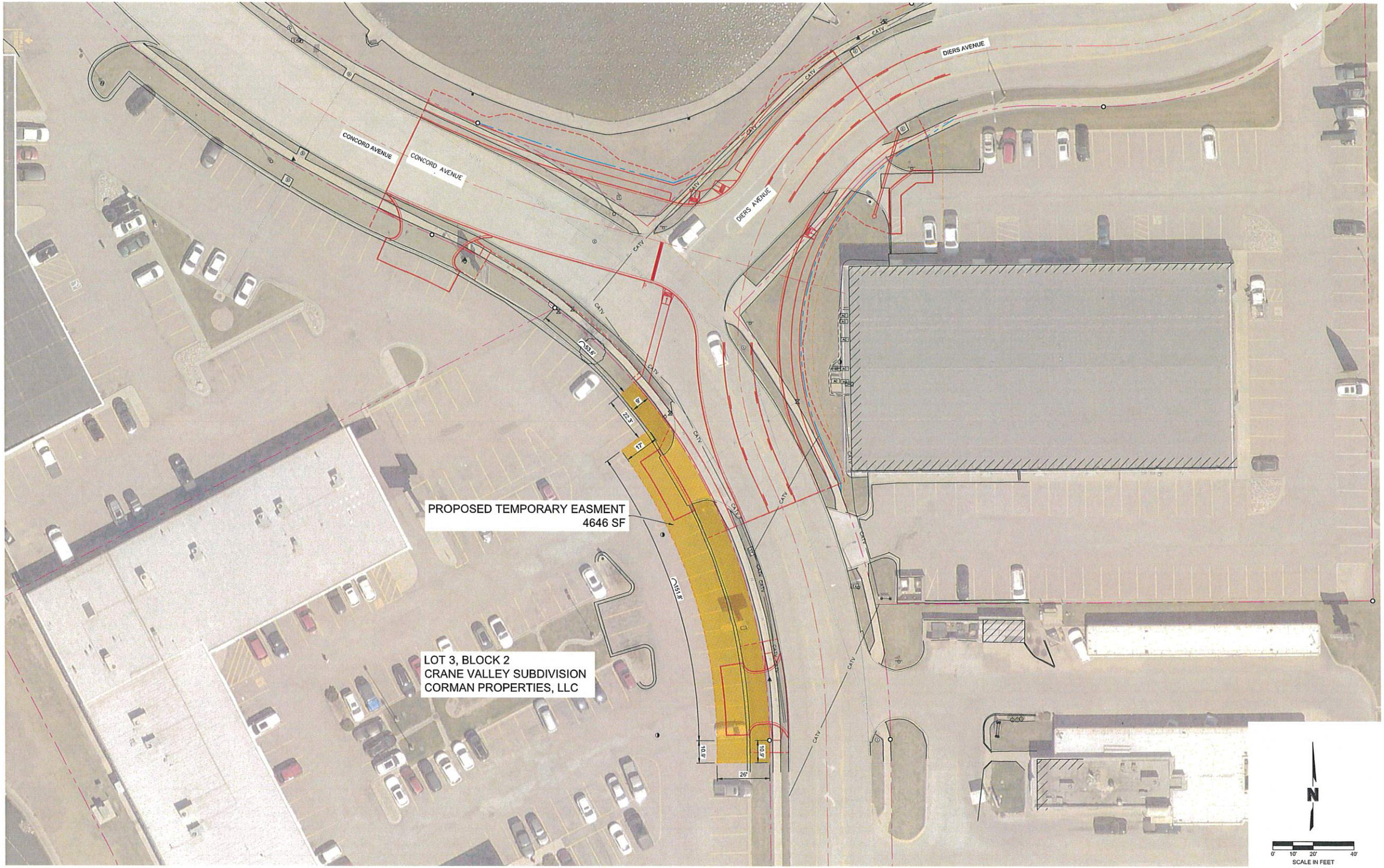
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

**RECOMMENDATION:** City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4, in the total amount of $2,330.00.

**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**

1. Corman Properties, LLC Exhibit
2. Resolution


CONCORD AVENUE
CONCORD AVENUE
DIERS AVENUE
DIERS AVENUE
CATV
PROPOSED TEMPORARY EASMENT
4646 SF
LOT 3, BLOCK 2
CRANE VALLEY SUBDIVISION
CORMAN PROPERTIES, LLC
N
0' 10' 20' 40'
SCALE IN FEET

R E S O L U T I O N  2025-99

WHEREAS, a temporary construction easement is required by the City of Grand Island, from property described below to construct Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4:

| ***Property Owner*** | ***Description*** | ***Cost*** |
|---|---|---|
| Corman Properties, LLC | Per attached Exhibit | $2,330.00 |

***Total= $2,330.00***

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.n.

**Subject:** #2025-100 - Approving Temporary Construction Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Bonahoom)

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

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**BACKGROUND:** This project is for the improvement of Independence Avenue from Capital Avenue to Manchester Road, as well as paving gravel road sections on Macron Street and Jay Street. The Public Works Department is proposing 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 the improvements a temporary construction easement is necessary.

**DISCUSSION:** A temporary construction easements is needed for the reconstruction of Independence Avenue- Capital Avenue to Manchester Road, including Macron Street and Jay Street, as shown on the attached sketch. There is no cost in obtaining the necessary temporary easement, as detailed on the resolution.

**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

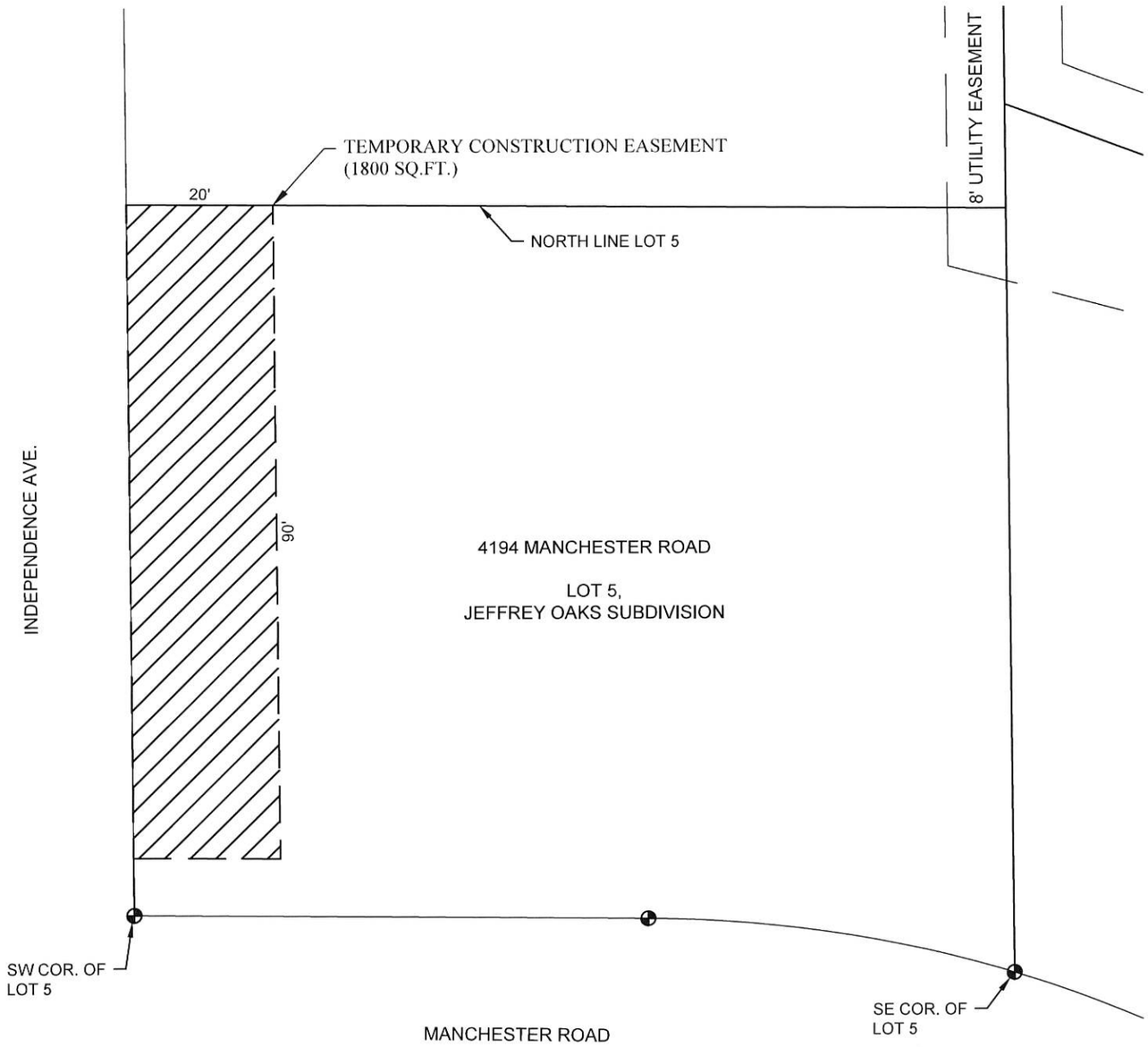
**RECOMMENDATION:** City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10, at no cost to the City.

**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**

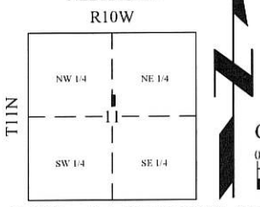
1. Bonahoom Exhibit
2. Resolution

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT




VICINITY SKETCH

HALL COUNTY
NEBRASKA
R10W




GRAPHIC SCALE
0 10 20

NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

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

TEMPORARY CONSTRUCTION EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THE WEST 20 FEET OF THE NORTH 90 FEET OF LOT 5, JEFFREY OAKS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1800 SQUARE FEET, MORE OR LESS.

| | |
|---|---|
| DATE | 12/5/2024 |
| SCALE | 1" = 30' |
| DRAWN | MLD |
| JOB NO. | 231302 |
| FIELD BOOK | GRAND ISLAND #17 |
| FIELD WORK | AP/CW |
| SHEET | 1 OF 1 |
| FILE NO. | TRACT 4 |

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

J:\Projects\231302.00-Grand Island 2024 CIP\6 Survey\Drawings\231302-EASE.dwg, on 12/6/2024 3:14 PM.

R E S O L U T I O N  2025-100

WHEREAS, a temporary construction easement is required by the City of Grand Island, from property described below for the construction of Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10:

| ***Property Owner*** | ***Legal Description*** | ***Cost*** |
|---|---|---|
| Jeremy N Bonahoom<br>and<br>Susie E Bonahoom | THE WEST 20 FEET OF THE NORTH 90 FEET OF LOT 5, JEFFREY OAKS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, CONTAINING 1800 SQUARE FEET, MORE OR LESS. | $0.00 |
| | ***Total=*** | ***$0.00*** |

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire the Temporary Construction easement on the above described tract of land, at no cost to the City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.o.

**Subject:** #2025-101 - Approving Bid Award - Precipitator, Boiler, Industrial Cleaning - Spring 2025

**Staff Contact:** Ryan Schmitz

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**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 2025. 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 2025 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were solicitated from five potential bidders and there were two responsive bidders. The engineer's estimate for this project was $500,000. Bids were publicly opened on February 27, 2025.

| Bidder | Bid Amount | Adjusted Amount |
|---|---|---|
| EGM, Inc., Valley, Nebraska | $ 268,314.28 | $ 279,913.21 |

| | | |
|---|---|---|
| Groome Industrial, Denville, New Jersey | $ 293,572.27 | $ 293,572.27 |

The bids were reviewed by Utility Engineering staff and were deemed to be in compliance with the specifications. Both corporations are responsible bidders who have completed similar scopes of work for the City of Grand Island.

The bid from EGM only accounted for taxes on the declared materials. Nebraska Sales and Use Regulations require gross receipts from building cleaning and maintenance services to be taxed. After including the additional taxes EGM Inc. of Valley, Nebraska was found to be the lowest responsive bidder. The adjusted prices are shown for comparison.

**FISCAL IMPACT:**

Budgetary Number = $500,000.00; Bid Amount = $279,913.21

**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 2025 Outage to EGM Inc. of Valley, Nebraska as the low responsive bidder, with a bid in the amount of $279,913.21.

**SAMPLE MOTION:**

Move to approve the bid in the amount of $279,913.21 from EGM Inc. of Valley, Nebraska for the Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2025 Outage.

**ATTACHMENTS:**

2. Resolution

R E S O L U T I O N  2025-101

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring 2025, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 27, 2025, bids were received, opened, and reviewed; and

WHEREAS, EGM, Inc., of Valley, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $279,913.21; and

WHEREAS, the bid from EGM, Inc, is within the annual operation and maintenance budget and it is the lowest responsible bid for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of EGM, Inc, of Valley, Nebraska in the amount of $279,913.21, for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2025, is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the contract with EGM, Inc for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Spring, 2025, 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, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.p.

**Subject:** #2025-102 - Approving Bid Award - Boiler Inspection and Repair - Spring 2025

**Staff Contact:** Ryan Schmitz

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**BACKGROUND:**

During the Spring outage at Platte Generating Station, the boiler must be inspected and repaired for damages that occur during operation. The Spring 2025 Outage is currently scheduled for April 22, 2025 through May 13, 2025, during which time inspection and maintenance on the boiler will be performed. This package of work on the boiler includes hydro testing of the boiler with inspection for tube leaks and tube repairs, tube shield replacement, and air heater seal replacement. Plant engineering staff developed the specifications issued for bidding this scope of work.

**DISCUSSION:**

The specification for the Boiler Inspection and Repair-Spring 2025 Outage was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on February 27, 2025. Specifications were sent to five potential bidders and responses were received as listed below. Successful bidder is listed below.

| Bidder | Base Bid |
|---|---|
| Locke AMI, LLC<br>Olathe, Kansas | $ 101,129.00 |

The Bid was reviewed by Utility Engineering staff and exceptions were noted. The exceptions from Locke AMI, LLC were reviewed and found to be acceptable. The bid from Locke AMI, LLC was otherwise found compliant. The bid received is a time and material estimate to support the scope of work. The invoiced amount will be in accordance with the proposed rate sheet and cost-plus invoicing.

**FISCAL IMPACT:** Budgetary Number = $500,000.00 ; Bid Amount = $101,129.00

**ALTERNATIVES:**

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

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

**RECOMMENDATION:**

City Administration recommends that Council award the Contract for the Boiler Inspection and Repair-Spring 2025 Outage to Locke AMI, LLC of Olathe, Kansas, as the low responsive bidder, for an amount not to exceed $101,129.00.

**SAMPLE MOTION:**

Move to approve a not to exceed amount of $101,129.00 from Locke AMI, LLC. of Olathe, Kansas for the Boiler Inspection and Repair-Spring 2025 Outage.

**ATTACHMENTS:**

1. Resolution

R E S O L U T I O N  2025-102

WHEREAS, the City of Grand Island invited sealed bids for Boiler Inspection and Repair – Spring 2025, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 27, 2025, bids were received, opened, and reviewed; and

WHEREAS, Locke AMI, LLC, of Olathe, Kansas, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid not to exceed the amount of $101,129.00; and

WHEREAS, the bid of Locke AMI, LLC is less than the estimate for Boiler Inspection and Repair - Spring, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Locke AMI, LLC, not to exceed the amount of $101,129.00 for Boiler Inspection and Repair – Spring, 2025, is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the contract with Locke AMI, LLC for Boiler Inspection and Repair – Spring, 2025, 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, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.q.

**Subject:** #2025-103 - Approving Purchase of a 2025 Digger/Derrick for Electric Overhead Department

**Staff Contact:** Ryan Schmitz

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**BACKGROUND:**

The Electric Overhead Division of the Utilities Department has a 2013 Peterbilt chassis with an Altec Boom. This vehicle has approximately 47,156 miles and 6,857 hours which is equivalent to over 150,000 miles on the engine and power transmission equipment. This truck is a vital tool for the overhead department operations. This vehicle needs replacement due to a variety of maintenance issues:

- emissions components that are failing more frequently
- the main rotation bearing, which is a major component, is developing more slop
- leaf springs are nearing end of life due to continual heavy use
- each year, the annual inspections are finding more cracked welds on critical components
- the fiberglass third stage of the boom needs repair or replacement.

With increased maintenance issues, it will become common for this truck to be unavailable to do its job.

This truck is used frequently, but it is also maintained well. It is cleaned, waxed, and inspected regularly to ensure problems are fixed as they arise.

**DISCUSSION:**

The current truck is near the end of its useful life, and soon major overhaul expenses will be required. With lead times approaching 24-36 months for the new truck, it is important to order now to get in line to be built. At 24 months, this will put our current truck at 13 years of service.

The order of the Terex C4047 Digger/Derrick boom will put GIUD in the order que for delivery in 2027. The purchase cost of the Digger/Derrick boom is $342,519.00.

To meet competitive bidding requirements the Utilities Department obtained pricing for the Digger/Derrick platform from the Sourcewell contract #110421-TER which was awarded to Terex Utilities LLC., of Watertown, SD.

Specifications for replacement of Unit #1559 were prepared by Department staff resulting in a recommendation of a 2025 TEREX C4047 Digger/Derrick boom from Terex Utilities LLC., of Watertown, SD for $342,519.00.

**FISCAL IMPACT:**

The $342,519.00 for the Digger/Derrick boom will be included in the next budget year.

**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 the 2025 TEREX C4047 Digger/Derrick platform from Terex Utilities LLC., of Watertown, SD for $342,519.00.

**SAMPLE MOTION:**

Move to approve the purchase the purchase of the 2025 TEREX C4047 Digger/Derrick platform from Terex Utilities LLC., of Watertown, SD for $342,519.00.

**ATTACHMENTS:**

1. Resolution

R E S O L U T I O N  2025-103

WHEREAS, the existing 2013 Peterbilt chassis with an Altec Boom has approximately 47,156 miles and 6,857 hours which is equivalent to over 150,000 miles on the engine and power transmission equipment; and

WHEREAS, Sourcewell contract #110421-TER was awarded to Terex Utilities LLC., of Watertown, SD; and

WHEREAS, Specifications for replacement of Unit #1559 Digger/Derrick boom were prepared by Department staff resulting in a recommendation of a 2025 Digger/Derrick boom from Terex Utilities LLC., of Watertown, SD for $342,519.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Line Department purchase the 2025 Digger/Derrick boom from Terex Utilities LLC., of Watertown, SD for $342,519.00, for the electric Overhead department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.r.

**Subject:** #2025-104 - Approving 911 Quality Review and Training Software

**Staff Contact:** Jon Rosenlund

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**BACKGROUND:**

The Grand Island Emergency Center is proposing the purchase of Comms Coach software, provided by GovWorx through SHI as an authorized vendor, which is capable of reviewing 911 and non-emergency calls for service and provide automatic quality performance reviews, statistical reports, and simulated calls for training purposes. The purchase was from the NASPO cooperative purchasing via contract CTR060028 and Nebraska State Contract 15765 OC.

**DISCUSSION:**

The Grand Island Emergency Center currently maintains a Quality Assurance Review program that reviews in progress EMS, Law Enforcement, Fire and other emergency calls for service. This call review process requires a Senor Public Safety Dispatcher to review various recordings of radio traffic, telephone calls, and information recorded in our Computer Aided Dispatch (CAD) records. This process can be time consuming, removing the Senior Public Safety Dispatcher from the console to perform reviews for hours at a time, in order to complete an adequate number of call reviews.

APCO/NENA standards recommend the review of 2% of all calls for service. Historically, the GIEC call review process was able to review between 1-2% of all calls. However, the GIEC processes nearly 60,000 CAD calls every year, which would require the review of nearly 1200 CAD calls each year. That presents a significant workload on Senior Public Safety Dispatchers who must leave the console for these reviews, which impacts our on-duty staffing.

Comms Coach, a software tool developed by GovWorx, uses artificial intelligence (AI) to monitor every inbound telephone call, radio transmission, and CAD call. Then, using this AI tool, the Comms Coach software will link CAD calls with audio recordings, analyze the call conversations and review the performance of GIEC dispatchers against established standards

for call taking, customer service, information accuracy, and policy adherence. Comms Coach can provide this review of any assortment of CAD calls, or every single CAD call, as determined by Department administration. Results of these reviews are then tabulated and reported by dispatcher, call type, shift, etc. These results are then reported to the Department administration, shift supervisors, and individual dispatchers for review, recognition, training, or corrective actions as needed.

Comms Coach can also be tailored to our own policies and procedures to ensure the mot accurate reviews and data. This tool can provide an amazing amount of work in the background, saving shift supervisors and administrators significant time in data collection tasks and allowing for a details review of broad selection of CAD calls. This will allow supervisors to focus their valuable time and attention on findings, recognition of excellent service and correcting areas of improvement.

Comms Coach also features a powerful training tool that, using AI, can produce realistic simulated emergency scenarios for new dispatchers in training. In these simulations, the AI will act the role of an emergency caller and interact with the dispatch trainee, providing realistic scenarios, emotional responses, and applicable information using local addresses and incidents as the basis for these simulations. This provides a trainee with unlimited opportunities for realistic practice, allowing for better training, performance analysis, and tailored corrective actions.

**FISCAL IMPACT:** The Comms Coach software is provided through a negotiated contract with SHI for an annual fee of $23,906.25.

**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 contract from SHI for the purchase of Comms Coach by GovWorx for $23,906.25.

**SAMPLE MOTION:**

Move to approve the contract with SHI to purchase Comms Coach software in the amount of $23,906.25.

**ATTACHMENTS:**
1. SHI Quote
2. GovWorx Resale Agreement for SHI
3. State Contract
4. Resolution

Pricing Proposal
Quotation #: 25914718
Created On: 3/5/2025
Valid Until: 3/12/2025

## NE-City of Grand Island

**Jon Rosenlund**
Phone:
Fax:
Email: jonr@grand-island.com

## Inside Account Manager

**Iliana Marin**
290 Davidson Ave.
Somerset, NJ 08873
Phone: 8005276389
Fax:
Email: iliana_marin@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | CommsCoach Annual Subscription<br>GovWorx - Part#: NPN-GOVWO-COACH<br>Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR)<br>Contract #: CTR060028<br>Subcontract #: 15765 OC<br>**Note:** Software, ESD | 1 | $23,906.25 | $23,906.25 |

| | |
|---|---|
| Subtotal | $23,906.25 |
| Shipping | $0.00 |
| Total | $23,906.25 |

**Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# SHI-Vendor Products/Services Resale Agreement

This agreement, made this 17th day of September 2024 (the “Effective Date”), together with the Exhibits attached hereto and incorporated herein which may be added hereto from time to time by mutual agreement of the Parties, (collectively, the "Agreement") is made by and between SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873 and its Affiliates (“SHI”), and GovWorx, Inc, having its principal place of business located at 600 17th St. Suite 2800 South Denver, CO 80202 (“Vendor") (hereinafter collectively referred to as “the Parties", or individually as a “Party”).

WHEREAS, Vendor is engaged in the business of developing, marketing, and selling its software, computer peripherals, computer hardware, and associated IT services (collectively, “Products”); and

WHEREAS, SHI intends to market and resell Vendor’s Products to Customers.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

**Article 1 - Definition of Terms**

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

A. “Affiliate” means any entity that controls, is Controlled by or is under common control with one of the Parties to this Agreement. “Control” or “Controlled” means beneficial ownership (direct or indirect) of the subject entity.

B. ‘‘Commercially Reasonable’’ means taking all such steps and performing in such a manner as a well-managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.

C. “Customer” means SHI’s customer, the end user of the Products.

D. “Order” means the form of purchase order or other document used for the purpose of ordering Products pursuant to this Agreement. Order shall also include a phone order placed by SHI employee to Vendor utilizing SHI’s corporate procurement card or SHI’s written or electronic form of purchase requisition.

E. "Site" means the facility or office or other location, as designated in this Agreement or the Order, for which the Products are to be delivered.

F. **“Delivery”**: “Delivery” shall be deemed complete upon the creation of the end-user Customer's tenant within Vendor’s SaaS environment.

**Article 2 - Rules of Interpretation**

A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.

B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.

C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction and meaning of this Agreement.

D. In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:

1. The Order;
2. Documents incorporated into the Order in the order in which they are listed
3. Amendments to this Agreement, if any;
4. This Agreement; and
5. Documents incorporated into this Agreement in the order in which they are listed.

unless such inconsistency relates to modification to the Indemnification, Representations and Warranties, or Limitations of Liability Articles herein, in which case such modification must specifically state that it is amending this Agreement as so stated. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Vendor quotation or Order, which are null and void with respect to this Agreement.

E. Copies of documents referenced, attached, or incorporated in this Agreement, shall be deemed to be originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced in this Agreement shall have the same force and effect as if contained in their entirety.

F. Notwithstanding the general rules of construction, both SHI and Vendor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

**Article 3 - Grant of Rights**

A. Vendor hereby grants to SHI a non-exclusive license to purchase, resell, market, and distribute the Products listed on Exhibit A to Customer. SHI shall act as a fulfillment agent in the sale of Vendor's Products and is not a party to licensing or other agreements between Vendor and Customer. Exhibit A may be amended by the mutual agreement of the Parties.

B. Vendor hereby grants SHI a non-exclusive right to utilize Vendor's logos and trademarks for the purposes of paragraph A. above.

**Article 4 - Attachments**

The following document is attached and is hereby incorporated into this Agreement by reference.

Exhibit A - Product Descriptions and Pricing

**Article 5 - Term of Agreement**

This Agreement shall be effective on the Effective Date and continue in effect for three years thereafter, unless otherwise mutually extended by the Parties, or if terminated in accordance with this Agreement.

**Article 6 - Scope of Agreement**

A. This Agreement is not a commitment on the part of SHI to purchase Product from Vendor. Product will be purchased on an "as ordered" basis through the execution of one or more Orders, directing Vendor to deliver the Products for the benefit of Customer.

B. Vendor shall include all associated documentation provided or made available by the Vendor, such as operator/user manuals, training materials, guides, and functional/technical specifications, whether in writing, electronic means or otherwise, (collectively "Documentation") in shipments of Product at no additional cost.

**Article 7 - Invoicing, Terms of Payment, Price and Tax**

A. All invoices shall be submitted, upon delivery of Products, to the remit-to address specified in an Order, and shall reference the Order number.

B. Subject to reconciliation with the terms of this Agreement and the Order, including verification that the Product was delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from SHI's Accounts Payable Department") net 45 days after SHI's receipt of Vendor's accurate invoice or Customer's receipt of the Products, whichever is later.

C. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, SHI will promptly notify Vendor of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice and paid net fifteen days thereafter.

D. Invoices shall call for payments in U.S. Dollars or mutually agreed upon currency, and shall accurately reflect the amount(s) of the Price set forth in the Order.

E. Vendor shall pay all import duties, customs fees, sales, use, withholding and value added taxes for any Products provided under this Agreement. Taxes, freight, fees, and the like will be included in all invoices, broken out.

F. Payments will be made in U.S. dollars free of any currency controls or other restrictions.

G. Price

1. The price specified in the Order for the Product shall consist of the prices specified in Vendor's quote.
2. Vendor shall provide SHI written notice of price changes thirty (30) days' prior to the effective date of the change.
3. Vendor shall break out charges (e.g. freight, fees, etc.) from the cost of Products in quotations to SHI.

H. Tax

1. Vendor shall not charge SHI sales or use taxes, as all Products are to be resold and therefore not subject to sales or use taxes.
2. SHI will be responsible for payment of any federal, state, withholding tax, duties or other applicable taxes imposed or based on the sale of Products under this Agreement. When Vendor is authorized to collect such taxes, they will be separately stated on Vendor's invoices and reported and paid to appropriate taxing authorities by Vendor. For destinations where Vendor is not authorized to collect such taxes, such taxes will be shown on Vendor's invoice, and, if applicable, SHI will be responsible for remitting such tax payments directly to the appropriate taxing authority.
3. At SHI's request, Vendor will file any certificate or other document which may cause any such tax to be avoided or reduced, and cooperate with SHI in contesting any such tax or in claiming, on SHI's behalf, refunds of any such taxes paid by or on behalf of SHI.

4. All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability.

I. SHI prohibits electronic payments COD and CIA.

J. Invoices shall be accurate, matching the price and quantity specified on the Order. Any changes must be accepted by SHI's purchasing department.

**Article 8 - Purchasing Process Requirements**

A. The Product to be provided shall be determined in such Order, including all attachments thereto. Each Order that refers to this Agreement shall be deemed a separate agreement that incorporates the terms and conditions of this Agreement by reference. Vendor shall only accept Orders, Order changes, and cancellation of Orders from SHI's purchasing department and its designated representatives.

B. Given the variable nature of the Product pricing based on parameters such as the Customer's size, usage, and specific requirements, Orders shall include a custom quote from Vendor for each potential sale to a Customer. No Order shall be placed by SHI without first receiving a written, valid quote from Vendor specifying the applicable pricing for the Customer's intended use of the Product

C. Vendor shall provide SHI with the following confirmation information by the morning after issuance of SHI's Order:

1. Written confirmation stating the Order will be complied with.

D. Vendor shall reference the Order number on all invoices and correspondences.

E. Vendor shall respond to SHI's emails and voicemails within 4 hours of initial communication.

F. When SHI's credit card is used, Vendor shall not keep SHI's credit card number on file.

G. Vendor shall immediately notify SHI if Vendor is unable to provide Products as specified in the Order (e.g. schedule, description). If such notice of rejection of an Order is not received by SHI within two business days from the date of its receipt by Vendor, then such Order shall be deemed to have been accepted by Vendor as specified in the Order.

**Article 9 - Termination**

A. Either party shall have the right to terminate this Agreement for its convenience and without cause upon thirty (30) days' prior written notice to the other Party.

B. Either Party hereto may terminate this Agreement for cause upon thirty (30) days prior written notice in the event a Party hereto:

1. Is in material breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receipt of prior written notice of such breach given by the non-breaching Party; or
2. Becomes insolvent; or
3. Voluntarily files or has filed against it a petition under applicable bankruptcy or insolvency laws which such Party fails to have released within thirty (30) days after filing; or
4. Proposes any dissolution or financial reorganization with creditors or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to all or substantially all property or business of such Party; or
5. Makes a general assignment for the benefit of creditors, or
6. Ceases to be actively engaged in business or does not pay its debts in the ordinary course of business.

C. Termination of this Agreement shall not affect the obligations of SHI or Vendor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order.

**Article 10 - Returns**

Vendor shall accept return of Products within sixty (60) days of delivery. No Orders shall be non-cancellable or non-returnable unless so clearly designated in Vendor's quotation to SHI. Discontinuation of Products

Vendor shall use Commercially Reasonable efforts to provide SHI with thirty (30) days' prior written notice of the discontinuation of any Products.

**Article 11 - Indemnification**

A. Each Party (the "Indemnifying Party") shall, to the extent permitted by law, indemnify, defend and hold harmless the other Party and its respective employees, officers, directors, agents and representatives (the "Indemnified Party") from and against any and all third party claims, actions liabilities, losses and damages (collectively, a "Claim") to the extent caused by or arising out of the gross negligence, willful misconduct, or violation of law of the

Indemnifying Party or any agent of the Indemnifying Party in the course of its performance under this Agreement, including but not limited to personal injury, death, damage to property (tangible or intangible), infringement of intellectual property rights, and/or injury, sickness, or disease to persons (including death), infringement of civil rights or other tortious acts settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses. This indemnity shall apply to all Claims against the Indemnified Party made or threatened by, or in the name of or on behalf of the Indemnifying Party's employees which arise in the course of their employment.

B. Patent and Copyright Indemnity

1. Vendor shall, at its own expense, protect, indemnify, defend and hold harmless SHI and its Customer from and against all claims and actions, losses and all expenses (including legal and investigation fees) incidental to such claims or actions and shall pay any award of damages and/or costs assessed against in such claims or actions or proceedings insofar as they are based on any claim or allegation that the Products or Documentation provided under this Agreement infringe on any proprietary right, patent or copyright.
2. If in any action or proceeding, the Products or Documentation or any portion thereof is held to constitute an infringement, then Vendor shall, at its expense and within a reasonable time, either
   a. secure for SHI the right to distribute, and its Customers the right to use, the Products and Documentation or any portion thereof which is said to be infringing by procuring for SHI and its Customers a license or otherwise, or
   b. replace the Products or Documentation or such portion thereof with non-infringing Products or Documentation, or
   c. In the event that Vendor is unable to pursue any of the actions contemplated by the foregoing clauses 2. a. or b., Vendor shall provide SHI with prior written notice of such inability and SHI shall cease all sales of the subject Products. In such event, Vendor shall reimburse SHI for any payments made by SHI to Vendor hereunder in respect of any such Products.
3. The indemnification contemplated by this Article shall not apply to such infringement to the extent it arises solely from unauthorized modifications made to the Products or Documentation by SHI or its Customers.

C. The Indemnified Party shall provide timely written notice to the Indemnifying Party of any claim, loss, suit, demand or lien under this Article that it becomes aware of. The Indemnified Party's failure to promptly notify the Indemnifying Party shall limit the Indemnifying Party's obligations to the extent that such failure prejudices Indemnifying Party's ability to defend the Claim.

D. The Indemnifying Party shall have the right to assume exclusive control of the Claim, and the Indemnified Party shall provide reasonable assistance in the defense of the Claim at the Indemnifying Party's expense. The Indemnifying Party may: (a) use counsel of Indemnifying Party's own choosing (subject to the Indemnified Party's written consent, which shall not be unreasonably withheld) to defend against the Claim; and (b) settle the Claim as the Indemnifying Party deems appropriate, provided that the Indemnifying Party obtains the Indemnified Party's prior written consent, which shall not be unreasonably withheld, before entering into any settlement which will impact the Indemnified Party's rights under this Agreement. The Indemnified Party may also assume control of the defense and settlement of the Claim at any time at its own expense, as long as the Indemnifying Party is released of its obligations under this clause.

E. If the Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process as a result of a Claim, the Indemnifying Party will reimburse the Indemnified Party for reasonable attorneys' fees, as well as time and materials costs incurred in responding to such third party subpoena or other compulsory legal order or process.

**Article 12 - Limitation of Liability**

A. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS UNDER ARTICLE 13 (INDEMNIFICATION), OR BREACH OF CONFIDENTIALITY UNDER ARTICLE 15 (CONFIDENTIAL INFORMATION), EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SHI TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. SHI ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS

AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**Article 13 - Confidential Information**

A. If a Party to this Agreement, its subcontractors and agents (the “Receiving Party”) obtains access to Confidential Information (as defined below) of the other Party (the “Disclosing Party”) in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:

1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
2. The Receiving Party shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information.
3. The Receiving Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its Customers, prospective Customers, suppliers, strategic partners, Affiliates or investors, or in any other manner to compete against the Disclosing Party.
4. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an Affiliate, consultant, attorney, subcontractor, or potential subcontractor who needs to know the Confidential Information for the performance of this Agreement and provided that they agree to be bound by the terms and conditions of this Article or another written agreement sufficient to require them to treat Confidential Information in accordance with this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.

B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing (“Summary”) and furnished to the Receiving Party within thirty days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) Customer information, and (4) all trade secrets and intellectual property owned or licensed by the Disclosing Party. The terms of this Agreement, along with the fact of this Agreement’s existence, are the Confidential Information of both Parties.

C. Each Party shall endeavor to keep to a minimum the amount of Confidential Information that is furnished to the other upon which restrictions are imposed.

D. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:

1. was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; or
2. is or becomes publicly known through no wrongful act of the Receiving Party; or
3. is independently developed by the Receiving Party without reference to, use of, or access to the Confidential Information of the Disclosing Party.

E. If Confidential Information is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, the Receiving Party shall give the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.

F. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information, or such time as may be required by federal or state law or regulations, whichever shall last occur. Upon the expiration of this Agreement, written request of the Disclosing Party or the Receiving Party’s determination that it no longer has a need for such

Confidential Information, the Receiving Party shall return all Confidential Information and copies in tangible form thereof or certify in writing that it has destroyed all Confidential Information and copies in tangible form thereof. Notwithstanding the foregoing, neither Party is obligated to return or destroy Confidential Information that (a) it is required by law or regulation to retain, (b) is commingled with other information or documents of the Receiving Party if it would pose a substantial administrative burden to destroy such Confidential Information, or (c) is contained in an archived computer system or backup made by the Receiving Party in accordance with its standard security or disaster recovery procedures, provided in each case that: (i) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures; and (ii) that the Receiving Party remains fully subject to the obligations of confidentiality in this Agreement until the later of the eventual destruction or the termination or expiration of the confidentiality obligations set out in this Agreement.

G. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.

**Article 14 - Representations and Warranties**

A. Vendor shall supply Products of good and merchantable quality to SHI for resale in accordance with this Agreement including any upgrades or enhancements thereto or new releases thereof, and shall use commercially reasonable efforts to make available to SHI relevant sales and marketing information and support.

B. Vendor will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Products described in the Order(s). Vendor understands and acknowledges that Vendor is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the delivery of all Products associated with this Agreement and associated Order(s).

C. Vendor has all rights, approvals, and/or authorizations necessary to provide the Products and has good title to the Products, free from all liens, encumbrances and claims of others.

D. Both Parties are authorized to execute this Agreement

E. The Products will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with Customer's use of the Products or its computer and telecommunications facilities.

F. Remedy

If a defect occurs or appears in the Products, it shall be presumed that Vendor failed to meet such standards, and Vendor shall promptly and at its own expense, correct or replace any such Products which fail to meet such standards within a reasonable time frame acceptable to SHI at no additional cost to SHI or its Customer.

G. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE.

**Article 15 - Assignment**

A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

B. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

**Article 16 - Notices**

All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by a nationally-recognized overnight courier, by facsimile, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

| Vendor: | SHI |
|---|---|
| GovWorx, Inc.<br>600 17th St. Suite 2800 S<br>Denver, CO 80202 | SHI Contracts Department<br>290 Davidson Avenue<br>Somerset, NJ 08873<br>Email: contracts@shi.com |

or to such other address as the Party to who notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of a nationally-recognized overnight courier, on the next business day after the date when sent, (iii) in the case of facsimile, when received, and (iv) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

**Article 17 - Publicity**

During or after the term of this Agreement, the Parties shall not release any information including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation obtained under this Agreement, relating to the Parties to this Agreement, the Customer, or this Agreement, without the other Party's prior written approval.

**Article 18 - Force Majeure**

A. Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting SHI, Vendor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

B. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Vendor shall notify SHI promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.

C. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other Party.

**Article 19 - ECCN**

Vendor shall promptly provide SHI with the Export Control Classification Number (ECCN) of the Products when requested.

**Article 20 - Contractual Relationships, Relations**

A. It is the intent of the Parties that the relationship of SHI and Vendor be that of the "Customer" and "independent contractor", respectively.

B. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between Vendor and SHI, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

C. SHI may be acting for itself or as an authorized fulfillment agent for one or more Customers and/or non-affiliated companies, as specified in an Order. Customer shall be an intended beneficiary of each right and remedy of SHI and each obligation of Vendor to SHI under the Order, and such rights, remedies and obligations shall inure to the benefit of Customer.

**Article 21 - No Waiver**

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing," waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

**Article 22 - Severance**

Should any term or condition of this Agreement be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and nevertheless remain valid, legal and enforceable, and the unenforceable provision will be severed from this Agreement.

**Article 23 - Claims/Disputes/Governing Laws**

A. This Agreement, any Order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of New Jersey, without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of New Jersey in connection with any dispute or other matter arising out of this

Agreement.

B. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.

C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be further negotiated between more senior officials from each of the Parties who shall have decision making authority (but not direct responsibility for the administration of this Agreement); provided however, that nothing therein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process.

D. If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment pursuant to paragraph B., above, either Party may, upon giving the other Party at least ten days' prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the venue stated in paragraph A., above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief). Each Party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter.

E. The Parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Agreement and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.

F. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.

G. The prevailing Party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing Party, whether or not otherwise specifically awardable under any law or court rule.

**Article 24 - Laws, Regulations and Permits**

Vendor shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations including but not limited to those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.

**Article 25 - Survival**

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

Article 10 - Termination
Article 11 - Returns
Article 13 - Indemnification
Article 14 - Limitation of Liability
Article 15 - Confidential Information
Article 19 - Publicity
Article 25 - Claims/Disputes/Governing Laws

**Article 26 - Execution**

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile transmission. Each Party acknowledges that the delivery hereof by facsimile will have the same force and effect as delivery of original signatures.

**Article 27 - Entire Agreement**

This Agreement, including all Orders issued by SHI and accepted by Vendor pursuant to this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and any Order shall not be modified or rescinded, except by a writing signed by Vendor and SHI. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications,

understandings and agreements of the Parties with respect to the subject matter of this Agreement.

## Authorization

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date first above written.

| ***GovWorx, Inc*** | ***SHI International Corp.*** |
|---|---|
| Authorized Signature | By: Authorized Signature |
| Scott MacDonald | Erin Rose |
| Name | Name |
| President | Senior Lead Contracts Specialist |
| Title | Title |
| 9/18/2024 | 9/17/2024 |
| Date | Date |

## Exhibit A
## PRODUCT DESCRIPTION AND PRICING

**CommsCoach Annual Subscription – Priced by customer**
CommsCoach is an annual subscription for the single agency named on Order to the following modules of the product; Call and Radio Evaluations, Audio Transcription, Key Word Search, Review Queues, Shift Goals, Dashboards, Reports and Evaluator feedback.

**CommsCoach Simulation Module Annual Subscription - Priced by customer**
CommsCoach Simulation is an annual subscription for the single agency named on this order form to a library of AI-based voice simulated calls tied to coaching activities and skills assessments. Includes library of scenarios, data entry screen, transcription, evaluation, and reporting of simulated calls.

**BluAssist Annual Subscription - Priced by customer**
BluAssist annual subscription for the single agency named on the Order. Provides law enforcement agencies with the automatic transcription, searching and evaluation of audio from body worn cameras and other loaded media associated with an event.

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# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

| PAGE | ORDER DATE |
|---|---|
| 1 of 2 | 10/25/22 |
| BUSINESS UNIT | BUYER |
| 9000 | JOY FISCHER (AS) |

VENDOR NUMBER: 2574796

VENDOR ADDRESS:

SHI INTERNATIONAL CORP
290 DAVIDSON AVE
SOMERSET NJ 08873-4145

**CONTRACT NUMBER**
**15765 OC**

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

## JANUARY 01, 2023 THROUGH APRIL 25, 2027

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Master Agreement CTR060028

Contract to supply and deliver Software Value-added Reseller Services to the State of Nebraska for the period January 1, 2023, through April 25, 2027.

Payment: 45 days

(For the File - This RFP and Contract are bid and awarded by the State of Arizona. All backup bids, etc. are retained by the State of Arizona Procurement Office.)

(For the File: The NASPO ValuePoint/SHI International Corp. contract period was effective April 25, 2022. The NASPO ValuePoint/SHI International Corp. Participating Addendum for Nebraska became effective on January 1, 2023.)

Category I – General software: This category includes all software titles except Microsoft and Oracle. Category I has been further sub-divided into three tiers:

- Tier 1 – Key Itemized Publishers
- Tier 2 – Other Itemized Publishers
- Tier 3 – Non-Itemized Publishers

Category II – Microsoft-only software

Vendor Contact: John McCaslin
Phone: 402-680-2835
E-Mail: john_mccaslin@shi.com

(10/25/22 sc)

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|---|---|---|---|---|
| 1 | CATEGORY I GENERAL SOFTWARE TIERS 1, 2, AND 3 | 1,000,000.0000 | $ | 1.0000 |

DocuSigned by: Joy Fischer 12/28/2022
8D62163E69CA4C2...
BUYER

DocuSigned by: Michelle Potts 12/29/2022
B306917D68EE480...
MATERIEL ADMINISTRATOR

DocuSign Envelope ID: 5CED38C4-4C52-45D5-8975-67B03CE628B3

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
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Telephone: (402) 471-6500
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| 2 of 2 | 10/25/22 |
| BUSINESS UNIT | BUYER |
| 9000 | JOY FISCHER (AS) |

VENDOR NUMBER: 2574796

**CONTRACT NUMBER**
**15765 OC**

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|---|---|---|---|---|
| 2 | CATEGORY II<br>MICROSOFT - ONLY SOFTWARE | 1,000,000.0000 | $ | 1.0000 |



DS

BUYER INITIALS

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# PARTICIPATING ADDENDUM
## NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM

Software Value Added Reseller
Administered by the State of Arizona (hereinafter "Lead State")
**Master Agreement No:** CTR060028
SHI International Corp (hereinafter "Contractor")
And
State of Nebraska (hereinafter "Participating State/Entity")
Participating State Contract Number 15765 OC

1. Scope: This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

   - Category III – Oracle-only software.

   Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

   Categories included in this PA:
   - **Category I** – General software: This category includes all software titles **except** Microsoft and Oracle. Category I has been further sub-divided into three tiers:
     - **Tier 1** – Key Itemized Publishers
     - **Tier 2 –** Other Itemized Publishers
     - **Tier 3 –** Non-Itemized Publishers
   - **Category II** – Microsoft-only software

   Pricing model for General and Microsoft shall be Maximum Markup on Reseller's Invoiced Cost.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

| | |
|---|---|
| Name: | Nicole Rasky |
| Address: | 290 Davidson Ave Somerset NJ 08873 |
| Telephone: | 732-584-8227 |
| Email: | NASPO_SVAR@shi.com |

**PARTICIPATING ENTITY:**

| | |
|---|---|
| Name: | Joy Fischer |
| Address: | 1526 K Street, Lincoln, NE 68508 |
| Telephone: | 402-471-0974 |
| Email: | joy.fischer@nebraska.gov |

5. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

6. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

7. Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

**Participating Entity supplemental terms are attached hereto as Exhibit A.**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

| **PARTICIPATING ENTITY** | **CONTRACTOR** |
|---|---|
| Signature: DocuSigned by: Michelle Potts B306917D66EE486... | Signature: DocuSigned by: Darek Awas A4C0CEFF856C4B5... |
| Name: Michelle Potts | Name: Darek Awas |
| Title: Interim Materiel Administrator | Title: Manager - Contracts |
| Date: 12/29/2022 | Date: 12/28/2022 |

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# PARTICIPATING ENTITY SUPPLEMENTAL TERMS
# EXHIBIT A

## I. TERMS AND CONDITIONS

### A. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

### B. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

### C. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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**D. Contractor PERFORMANCE REPORT(S)**

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Contractor regarding any such report. Contractor performance report(s) will become a part of the permanent record of the Contractor.

**E. NOTICE OF POTENTIAL CONTRACTOR BREACH**

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**F. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**G. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**H. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**I. INDEMNIFICATION**

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees,

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Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**3. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**4.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**J. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including reasonable attorney's fees and costs, if the other Party prevails.

**K. ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

**L. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE**

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**M. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**N. CONFIDENTIALITY**

All confidential information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1),

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which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

### O. CONTRACT CLOSEOUT

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

## II. CONTRACTOR DUTIES

### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,

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**6.** All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

**D. COOPERATION WITH OTHER CONTRACTORS**

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

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## F. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

### 1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

### 2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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| **REQUIRED INSURANCE COVERAGE** (COVERAGES AND THE AMOUNT OF COVERAGE SHOULD BE ADJUSTED BASED ON NATURE OF THE CONTRACT / SERVICE / GOODS/ RISK | |
|---|---|
| **COMMERCIAL GENERAL LIABILITY** | |
| General Aggregate | $1,000,000 |
| Products/Completed Operations Aggregate | $1,000,000 |
| Personal/Advertising Injury | $1,000,000 per occurrence |
| Bodily Injury/Property Damage | $1,000,000 per occurrence |
| Medical Payments | $10,000 any one person |
| Contractual | Included |
| Independent Contractors | Included |
| ***If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.*** | |
| **WORKER'S COMPENSATION** | |
| Employers Liability Limits | $500K/$500K/$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| Voluntary Compensation | Statutory |
| **COMMERCIAL AUTOMOBILE LIABILITY** | |
| Bodily Injury/Property Damage | $1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| **UMBRELLA/EXCESS LIABILITY** | |
| Over Primary Insurance | $5,000,000 per occurrence |
| **PROFESSIONAL LIABILITY** | |
| Professional liability (Medical Malpractice) | Limits consistent with Nebraska Medical Malpractice Cap |
| Qualification Under Nebraska Excess Fund | |
| All Other Professional Liability (Errors & Omissions) | $1,000,000 Per Claim / Aggregate |
| **COMMERCIAL CRIME** | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | $1,000,000 |
| **CYBER LIABILITY** | |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | $2,000,000 |
| **MANDATORY COI SUBROGATION WAIVER LANGUAGE** | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | |
| **MANDATORY COI LIABILITY WAIVER LANGUAGE** | |
| "Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured." | |

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**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
Nebraska State Purchasing Bureau
Contract #15765 OC
Attn: Joy Fischer
joy.fischer@nebraska.gov

These certificates or the cover sheet shall reference the 15765 OC contract number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. ANTITRUST**

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

By signing, contractor certifies that no relationship exists between the contractor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this participating addendum.

Contractor further certifies that contractor will not employ any individual known by contractor to have a conflict of interest nor shall contractor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, contractor shall provide a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject.

**I. STATE PROPERTY**

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**J. ADVERTISING**

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

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**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**L. DISASTER RECOVERY/BACK UP PLAN**

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**M. DRUG POLICY**

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**N. ADMINISTRATIVE FEE/REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25%) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. Payments shall be made in accordance with following schedule:

| **Period End** | **Fee Due** |
|---|---|
| December 31 | January 31 |
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |

**O. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

**P. REPORTS**

The Contractor agrees to provide a utilization report, reflecting new sales to the State during the requested period, less any credits. The report will be provided in secure electronic Excel format and submitted electronically to the State as listed below.

The Contractor shall provide to the State of Nebraska the reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

Ordering Entity
Purchase order number;
Description;
Quantity; and
Price.

Excel Quarterly Reports shall be emailed to:

Nebraska State Purchasing Bureau

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Contract #15765 OC
Attn: Joy Fischer
Joy.fischer@nebraska.gov

**Q. WARRANTY**

1. Contractor is a value added reseller ("VAR") of Product, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Contractor shall forward the warranties to Customer which are provided to Contractor from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.
2. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

## III. PAYMENT

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoices should list Master Agreement CTR060028 and 15765 OC. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

**E. PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

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**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later, upon thirty (30) days advance notice to the Contractor. Such audits shall not take place more than once during a twelve (12) month period. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) - Cost Plus Pricing Model**
**State of Nebraska**
**Contract# CTR060028 ; State Contract# 15765 OC**

| Publisher | Maximum Markup on Reseller's invoiced cost |
|---|---|
| **All publishers except Microsoft** | |
| **Tier I Publishers (Key Itemized Publishers)** | |
| Adobe | 3.25% |
| CA Technologies | 2.75% |
| Cisco | 3.75% |
| Commvault | 3.25% |
| IBM | 2.75% |
| Red Hat | 3.75% |
| Splunk | 3.75% |
| Tableau | 3.75% |
| Veeam | 3.25% |
| VMWare | 3.75% |
| **Tier II Publishers (Other Itemized Publishers)** | |
| Autodesk | 3.25% |
| Barracuda Networks | 2.25% |
| BMC Software | 3.75% |
| Check Point Software | 4.75% |
| Cherwell | 2.25% |
| Citrix | 4.75% |
| Chatsworth Products (CPI) | 2.25% |
| Crowdstrike | 4.75% |
| Dell | 3.75% |
| Delphix | 2.25% |
| Docusign | 4.75% |
| Dynatrace | 3.75% |
| Forcepoint | 3.25% |
| Fortinet | 4.75% |
| Google | 4.25% |
| Informatica | 3.75% |
| Ivanti | 3.75% |
| Knowbe4 | 3.75% |
| Mcafee | 3.75% |
| Micro Focus | 3.75% |
| Mulesoft | 2.25% |
| Netmotion | 3.75% |
| Okta | 3.75% |
| Opentext | 3.75% |
| Progress Software | 2.25% |
| Proofpoint | 4.75% |
| Quest Software | 3.75% |

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| | |
|---|---|
| Rapid7 | 3.75% |
| RSA Security | 3.25% |
| Salesforce | 4.75% |
| SAP | 3.75% |
| Solarwinds | 3.75% |
| Sophos | 4.25% |
| Spillman | 2.25% |
| Symantec | 3.75% |
| Tenable | 3.75% |
| Trend Micro | 3.75% |
| Varonis | 3.75% |
| Veritas | 3.75% |
| Zoho | 3.75% |
| **Non-itemized Publishers** | |
| All other publishers | 6.25% |

## Microsoft Offerings

| | |
|---|---|
| **Itemized Microsoft Offerings** | |
| EMS E5 | 1.25% |
| G1 | 1.25% |
| G2 | 1.25% |
| G3 | 1.25% |
| G5 | 1.25% |
| Govt E4 | 1.25% |
| Advanced Threat Protection | 1.25% |
| Power BI | 1.25% |
| Exchange Online | 1.25% |
| Kiosk F3 Now | 1.25% |
| Dynamics | 1.25% |
| PowerApps | 1.25% |
| Project Online | 1.25% |
| Azure | 2.25% |
| **All Other Microsoft Offerings** | |
| SaaS* | 1.25% |
| On-Premise* | 1.25% |
| **Resold In-scope Professional Services** | |
| - Ongoing maintenance & support services not included in software license agreement | 1.25% |
| - Deployment services | 1.25% |
| - Architectural design services | 1.25% |
| - Training deployment services | 1.25% |
| All other resold in-scope professional services | 1.25% |

## Services (excluding Microsoft)

| | |
|---|---|
| Publisher provided Services | 20.25% |
| Other 3rd party provided services | 20.25% |

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| | |
|---|---|
| Other SHI provided services | 20.25% |

| **Reseller Services** | **Hourly Rate** |
|---|---|
| Asset Management | $300.00 |
| Solutions Architect | $225.00 |
| Senior Solutions Architect | $250.00 |
| Program Engagement Manager | $125.00 |
| Project Leader | $125.00 |
| Project Manager | $125.00 |
| Senior Project Manager | $175.00 |
| All Other In-Scope Reseller Services | $300.00 |

R E S O L U T I O N  2025-104

WHEREAS, the City of Grand Island, Nebraska, operates an emergency 911 call center (the Emergency Management/Communications Center) through an ongoing interlocal agreement with Hall County as governed by the Interlocal Cooperation Act and as authorized by the Nebraska Public Safety Communication Systems Act; and

WHEREAS, these functions are governed in whole or in part by a joint management committee created pursuant to Neb. Rev. Stat. §13-801 et. seq. as amended from time to time and authorizes the use of any power, privileges, or authority exercised by a public agency to be exercised and enjoyed jointly with any other public agency, including those necessary to carry out and effectuate its powers and purposes; and

WHEREAS, the joint committee is responsible for recommending and providing policy direction, serves as an advisory committee governing the operations of the Emergency Management/Communications Center, and in making budget recommendations for submission to all involved entities governing bodies; and,

WHEREAS, all property acquired by the Emergency Management/ Communications Center is jointly owned by the City of Grand Island and Hall County pursuant to this interlocal agreement; and,

WHEREAS, the interlocal agreement authorizes the director of the Emergency Management/Communications Center to direct and manage all day-to-day operations, and to account for all funds received and disbursed by the Center; and,

WHEREAS, the interlocal agreement directs that all expenditures be disbursed through the City of Grand Island, subject to a 50% reimbursement by Hall County; and,

WHERAS, pursuant to the 911 Service System Act, the Nebraska Public Safety Communication Systems Act, the interlocal agreement, and other applicable laws, resources including property, services, contracts, or equipment can, and must, be maintained that assist the 911 call center in its ability to determine the location at which 911 calls are made within the jurisdictions served by this interlocal agreement; and

WHEREAS, the joint committee has made budgetary consideration for the ongoing maintenance of this jointly owned property and the Director has determined that the preservation of uniformity, coordination of machinery and equipment with equipment already installed, and the relative quality of the service provided, requires consideration of renewal of this ongoing contractual relationship; and,

WHEREAS, quality training and performance reviews for receiving 911 and other telephone calls are a vital part of providing expert emergency service to the residents and visitors of Hall County; and

WHEREAS, GovWorx provides Comms Coach, a software solution that features automatic quality assurance review of emergency calls and provides statistical reports, training simulations and other tools for studying, evaluating, and reporting performance quality; and

WHEREAS, SHI, an authorized re-seller of Comms Coach has secured competitive bids from NASPO contract CTR060028 and also Nebraska State Contract 15765 OC, for the Comms Coach tool and provided a quote to the City for an annual contract of $23,906.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that pursuant to the authority granted by and through the interlocal agreement, 911 Service System Act, the Nebraska Public Safety Communication Systems Act, and other applicable laws,

1. The Mayor or Director of the Emergency Management/Communications Center is hereby authorized and directed to approve this contract with SHI for the amount of $23,906.25 for the purchase of Comms Coach on behalf of the Emergency Management/Communications Center

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.s.

**Subject:** #2025-105 - Approving Purchase of an Electronic Security System for City Hall

**Staff Contact:** Patrick Brown

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**BACKGROUND:** On January 7, 2025 at 7:30pm the Grand Island Police Department was called to City Hall due to a person camped in the Community Meeting Room. At the time there were two employees in the building working. This person came into the building during the day and hid in the basement until they thought the building was empty.

**DISCUSSION:** Due to the incident on January 7, 2025, City Hall needs to update and enhancement the security measures within and outside of the building to keep our employees and customers safe. A number of employees work late at City Hall and at times leave very late at night. The upgrades would include updating interior doors with access card readers (employee identification card) so that all doors would be locked at all times, video surveillance on the entrances and outside of the building, and updating the back-end technology for better quality video and storage.

There are two quotes attached to this agenda item. One quote is for City Hall access for $41,770.00 and the other quote is for the video surveillance system for $38,804.00 Total cost is $80,574.00. This is small cost to the City if something would happen to one of our employees or customers.

**FISCAL IMPACT:** Using the City's Emergency Procurement Procedures, the cost of the security enhancements and upgrades is $80,574.00 and would be paid out of the City's contingency line item.

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

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

**RECOMMENDATION:** City Administration recommends that Council approve implementation of the City's Emergency Procurement Procedures and authorize CEI Security and Sound, 1000 East 2nd St, Hastings, NE. to perform the security upgrades and enhancements in the amount not to exceed $80,574.00.

**SAMPLE MOTION:** Move to approve the use of the City's Emergency Procurement Procedures and authorize CEI Security and Sound to enhancement and upgrade City Hall's security system.

**ATTACHMENTS:**

1. Quote City Hall Access
2. Quote 3312 City Hall Cameras
3. Resolution

COMMUNICATIONS ENGINEERING, INC.
CEI SECURITY AND SOUND
1000 East 2nd
Hastings, Nebraska 68901

# Proposal

| Date | Estimate No. |
|---|---|
| 3/6/2025 | 3304 |

Name/Address

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

| Description | Qty | Rate | Total |
|---|---|---|---|
| GI City Hall Access | | | |
| RS2 AI-CC-SL1 Access It! Connect Care Standard - SL1 | 1 | 479.00 | 479.00 |
| RS2 SL8-Soft Access It Universal Standard for up to 8 SCP's (Discounted for upgrading from SL1) | 1 | 1,653.00 | 1,653.00 |
| Credit for upgrading from SL1 license. | 1 | -826.00 | -826.00 |
| Acre FPO250/250-3C83D8PE12M 24 door E12 enclosure 48H x 36W x 8D | 1 | 5,848.00 | 5,848.00 |
| RS2 MP1502, Intelligent Controller, ECP - 2 doors | 1 | 1,688.00 | 1,688.00 |
| RS2 MR-52-S3B Version 3 2 door board | 10 | 898.00 | 8,980.00 |
| RS2 40NKS-00-000000 Signo Reader 40 Wall plate | 23 | 330.00 | 7,590.00 |
| EL Kit for VonDuprin Hardware Rim Exit devices | 3 | 571.00 | 1,713.00 |
| HES 5200C-LBSM-630 Strike with LBSM option | 4 | 260.00 | 1,040.00 |
| HES 8000C-630-LBM STRIKE WITH 801 & 801A FP X LBM | 6 | 265.00 | 1,590.00 |
| Alarm Control 1200D Double 1200# maglock with LED/BS/DSS | 1 | 430.00 | 430.00 |
| 22-6 shielded plenum | 2,000 | 0.40 | 800.00 |
| 18-4 Plenum wire | 2,000 | 0.38 | 760.00 |
| Installation materials - Raceway, boxes, etc. | 1 | 275.00 | 275.00 |
| Installation | 1 | 9,750.00 | 9,750.00 |

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!

This proposal is valid for 14 days unlerss otherwise noted.

Accepted by: _____
Date: _____

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

| | |
|---|---|
| **Subtotal** | $41,770.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $41,770.00 |

COMMUNICATIONS ENGINEERING, INC.
CEI SECURITY AND SOUND
1000 East 2nd
Hastings, Nebraska 68901

# Proposal

| Date | Estimate No. |
|---|---|
| 3/6/2025 | 3312 |

Name/Address

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

| Description | Qty | Rate | Total |
|---|---|---|---|
| City Hall CLOUD camera system - 5 Year | | | |
| Avigilon AVA Aware License 5 year | 19 | 627.00 | 11,913.00 |
| Avigilon 360-W-30 Ava 12MP 360 camera | 3 | 1,097.00 | 3,291.00 |
| Avigilon COMPACTDOME-W-5MP-30 5MP compact dome | 10 | 415.00 | 4,150.00 |
| Alta 5.0C-H6SL-BO1-IR-30 | 3 | 1,026.00 | 3,078.00 |
| Alta 24C-H5A-3MH-30 270 degree 30 days | 3 | 2,240.00 | 6,720.00 |
| Avigilon H5AMH-DO-COVR1 Cover for a Multi-sensor camera | 3 | 174.00 | 522.00 |
| Avigilon H5AMH-AD-PEND1 Pendent Adapter for a Multi-sensor camera | 3 | 174.00 | 522.00 |
| Avigilon WLMT-1001 Wall Mount for large pendant camera | 3 | 106.00 | 318.00 |
| Avigilon CRNMT-1001 Corner Mount for pendant wall mount | 3 | 127.00 | 381.00 |
| Netgear GS728TPP 24 Port POE 384W | 1 | 708.00 | 708.00 |
| Netgear GS110TPP 8 port POE+ 110 Watts | 2 | 247.00 | 494.00 |
| Cat6 wire ~ Plenum | 1,600 | 0.52 | 832.00 |
| Installation materials | 1 | 125.00 | 125.00 |
| Installation | 1 | 5,750.00 | 5,750.00 |
| ****Pricing for material is good until 3-27-2025**** | | | |

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!

This proposal is valid for 14 days unlerss otherwise noted.

Accepted by: _____
Date: _____

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

| | |
|---|---|
| **Subtotal** | $38,804.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $38,804.00 |

R E S O L U T I O N  2025-105

WHEREAS, City Hall experienced a non-employee camping out in the basement after hours; and

WHEREAS, the security system is not effective and out of date; and

WHEREAS, the normal bid process could take six to eight weeks during which time the safety of our employees and customers are our utmost concern; and

WHEREAS, the City desires to have a robust security system installed as soon as possible; and

WHEREAS, Information Technology and Administration solicited all known potential suppliers and found only one bidder, CEI Security and Sound, that could supply the best security system and work in a timely manner at a cost not to exceed $80,574.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City's Emergency Procurement Procedures be implemented and authorize CEI Security and Sound to perform the repairs in the amount not to exceed $80,574.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.t.

**Subject:** #2025-106 - Approving Transfer of Funds to JackRabbit Run Golf Course Operating Account

**Staff Contact:** Patrick Brown

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**BACKGROUND:**

On December 8, 2020, Council approved the Golf Management Contract with Landscapes Unlimited. The contract is a five year agreement to employ and be responsible for all golf course staff and manage day-to-day operations which includes property maintenance, food and beverage, marketing, payroll processing, and programming.

**DISCUSSION:**

Landscapes Golf Management is requesting funding of $100,000.00 for the operation of the City's JackRabbit Run Golf course. The request is per the City's contract with Landscapes Golf Management, specifically sections 3, 4, and 5 in the attached contract. Also attached is the formal request for funding and projected cashflow forecasted for the following 12 months from Landscapes Golf Management.

The City of Grand Island along with Landscapes Golf Management are co-owners of the operating account at First National Bank of Omaha.

**FISCAL IMPACT:** Cash transfer of $100,000.00 was budgeted in FY2025.

**ALTERNATIVES:**

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

- Consent to transfer $100,000.00 to the JackRabbit Run Golf course account.
- Postpone the issue to a future meeting.

- Take no action.

**RECOMMENDATION:**

City Administration recommends Council consent to fund $100,000.00 to the JackRabbit Run Golf course operating account per City's contract with Landscapes Golf Management.

**SAMPLE MOTION:**

Move to approve to consent to fund $100,000.00 to the JackRabbit Run Golf course operating account per City's contract with Landscapes Golf Management.

**ATTACHMENTS:**

1. Funds Request
2. Jackrabbit Cash Projection - 12 months
3. Landscapes Golf Management
4. Resolution

March, 12, 2025

Dear City Officials,

Per Todd McCoy's request, this is a separate formal request from LGM and the Jackrabbit team for a cash infusion (City funding) to support operational cash flow needs for the start of the 2025 season. We are requesting $100,000, as detailed below.

The 2024 golf season at Jackrabbit Run Golf Course was a success, largely thanks to the leadership of SaDonna, Jerry, and Joel at the operational level. Their skills, experience, and dedication have been invaluable to us at Landscapes Golf Management. The positive public feedback from surveys highlights the exceptional service and experience provided to both the local community and visitors. With a total of 26,730 rounds played last year, we can confirm that Jackrabbit is the preferred golf course for both local and regional golfers.

As you are aware, the financial performance for 2024 was strong, posting a positive EBITDA and finishing the year more than $100,000 ahead of budget. The 2025 season is off to a good start, with results on track to meet budget through the first three months. However, due to the seasonality of the golf industry and the gap between revenue generation months and ongoing expenses, we find ourselves in need of a cash infusion to cover spring ramp-up expenses and payroll before the peak season revenue comes in. We are requesting the same amount of $100,000 that was provided in 2024 to cover these needs. Additionally, the airport lease and other operational requirements further necessitate this funding.

We understand that the City's approval process may take time, but we would appreciate it if the funds could be made available as soon as March 19th, or no later than March 26th, following the next scheduled City Council meeting, if feasible.

Both SaDonna and I are available to discuss this request further and answer any questions you may have, whether by email, phone, or in person. We appreciate your time and consideration of these matters and look forward to further dialogue as needed.

With appreciation,

SaDonna Manfull, GM Jackrabbit Run GC

Justin J. Arlt, PGA -LGM Area Manager

## Jackrabbit Run Golf Course
**Forecasted March - February**

| | | Comment |
|---|---|---|
| Cash Available - FNBO x9916 | 9,717.25 | Bank Balance as of 03.13.25 |
| $50,000 Reserve per Management Contract | (50,000.00) | |
| Less O/S checks - FNB | (1,233.88) | |
| | | |
| Projected Revenue - March | 35,000.00 | |
| Projected Revenue - April | 80,000.00 | |
| Projected Revenue - May | 125,000.00 | |
| Projected Revenue - June | 160,000.00 | |
| Projected Revenue - July | 210,000.00 | |
| Projected Revenue - August | 160,000.00 | |
| Projected Revenue - September | 125,000.00 | |
| Projected Revenue - October | 80,000.00 | |
| Projected Revenue - November | 20,000.00 | |
| Projected Revenue - December | 20,000.00 | |
| Projected Revenue - January | 50,000.00 | |
| Projected Revenue - February | 15,000.00 | |
| **Operating Cash Balance** | **1,038,483.37** | |

| | Upcoming Cash Needs | Due | | | Surplus/(Deficit) |
|---|---|---|---|---|---|
| | **March** | | | | |
| Check | Landscapes Golf Management | 1st | 6,753.00 | March | |
| Check | IPFS Corporation (LGM) | 1st | - | Cleared | |
| Check | UMR | 1st | - | O/S | |
| Check | Ameritas | 1st | - | O/S | |
| Check | The Guardian | 1st | - | Cleared | |
| **ACH** | **Payroll (PPE 03/02 Post 03/06)** | **6th** | - | Cleared | |
| ACH | Sales Tax - City of Grand Island | 10th | 319.92 | Actual | |
| Check | Blackhills Energy | 16th | 615.00 | Estimate | |
| **ACH** | **Payroll (PPE 03/16 Post 03/20)** | **20th** | 13,000.00 | Estimate | |
| ACH | First National Bank P-Card Payment | 23rd | 1,333.17 | Actual | |
| ACH | City of Grand Island Utilities | Various | 1,500.00 | Estimate | |
| Check | Sysco | Weekly | 500.00 | Estimate | |
| Check | LGM Reimbursement | Various | 2,000.00 | Estimate | |
| Check | Insurance Claims | Various | 3,000.00 | Estimate | |
| ACH | Alcohol Vendors | Weekly | 500.00 | Estimate | |
| Varies | Additional Payables Allocation | Various | 2,500.00 | Estimate | |
| Varies | Additional Payables Allocation (3 weeks estimate $2.5k/week) | Various | 7,500.00 | Estimate | **(46,037.72)** |
| | **April** | | | | |
| Check | Landscapes Golf Management | 1st | 6,753.00 | April | |
| Check | IPFS Corporation (LGM) | 1st | 450.00 | Estimate | |
| Check | UMR | 1st | 1,200.00 | Estimate | |
| Check | Ameritas | 1st | 26.32 | Estimate | |
| Check | The Guardian | 1st | 470.00 | Estimate | |
| **ACH** | **Payroll (PPE 03/30 Post 04/03)** | **3rd** | 14,500.00 | Estimate | |
| ACH | Sales Tax - City of Grand Island | 10th | 8,000.00 | Estimate | |
| Check | Blackhills Energy | 16th | 600.00 | Estimate | |
| **ACH** | **Payroll (PPE 04/13 Post 04/17)** | **17th** | 16,000.00 | Estimate | |
| ACH | First National Bank P-Card Payment | 26th | 2,500.00 | Estimate | |
| ACH | City of Grand Island Utilities | Various | 1,500.00 | Estimate | |
| Check | Sysco | Weekly | 1,500.00 | Estimate | |
| Check | LGM Reimbursement | Various | 2,500.00 | Estimate | |
| Check | Insurance Claims | Various | 3,000.00 | Estimate | |
| ACH | Alcohol Vendors | Weekly | 500.00 | Estimate | |
| **ACH** | **Payroll (PPE 04/27 Post 05/01)** | **1st** | 16,000.00 | Estimate | |
| Varies | Additional Payables Allocation (4 weeks estimate $2.5k/week) | Various | 10,000.00 | Estimate | **(51,537.04)** |
| | **May** | | | | |
| Check | Landscapes Golf Management | 1st | 6,753.00 | May | |
| Check | Grand Island Airport Authority | 1st | 27,000.00 | Estimate | |
| Check | IPFS Corporation (LGM) | 1st | 450.00 | Estimate | |
| Check | UMR | 1st | 1,200.00 | Estimate | |
| Check | Ameritas | 1st | 26.32 | Estimate | |
| Check | The Guardian | 1st | 470.00 | Estimate | |
| **ACH** | **Payroll (PPE 05/11 Post 05/15)** | **15th** | 23,000.00 | Estimate | |
| ACH | Sales Tax - City of Grand Island | 10th | 12,000.00 | Estimate | |
| Check | Blackhills Energy | 16th | 600.00 | Estimate | |
| **ACH** | **Payroll (PPE 05/25 Post 05/29)** | **29th** | 23,000.00 | Estimate | |
| ACH | First National Bank P-Card Payment | 26th | 2,500.00 | Estimate | |

| | | | | | |
|---|---|---|---|---|---|
| ACH | City of Grand Island Utilities | Various | 1,500.00 | Estimate | |
| Check | Sysco | Weekly | 2,500.00 | Estimate | |
| Check | LGM Reimbursement | Various | 2,500.00 | Estimate | |
| Check | Insurance Claims | Various | 3,000.00 | Estimate | |
| ACH | Alcohol Vendors | Weekly | 1,500.00 | Estimate | |
| ACH | Equipment Leases (May - October) | **1st** | 14,000.00 | Estimate | |
| Varies | Additional Payables Allocation (4 weeks estimate $2.5k/week) | Various | 10,000.00 | Estimate | **(58,536.36)** |
| | **June - August** | | | | |
| Check | Landscapes Golf Management | 1st | 20,259.00 | June - August | |
| Check | IPFS Corporation (LGM) | 1st | 1,350.00 | Estimate | |
| Check | UMR | 1st | 3,600.00 | Estimate | |
| Check | Ameritas | 1st | 78.96 | Estimate | |
| Check | The Guardian | 1st | 1,410.00 | Estimate | |
| **ACH** | **Payroll (7 Payrolls estimated at $26,000)** | **Varies** | 182,000.00 | Estimate | |
| ACH | Sales Tax - City of Grand Island | 10th | 39,000.00 | Estimate | |
| Check | Blackhills Energy | 16th | 1,800.00 | Estimate | |
| ACH | First National Bank P-Card Payment | 26th | 9,000.00 | Estimate | |
| ACH | City of Grand Island Utilities | Various | 4,500.00 | Estimate | |
| Check | Sysco | Weekly | 7,500.00 | Estimate | |
| Check | LGM Reimbursement | Various | 4,500.00 | Estimate | |
| Check | Insurance Claims | Various | 9,000.00 | Estimate | |
| ACH | Alcohol Vendors | Weekly | 4,500.00 | Estimate | |
| ACH | Equipment Leases (May - October) | 1st | 42,000.00 | Estimate | |
| Varies | Additional Payables Allocation (13 weeks estimate $4k/week) | Various | 52,000.00 | Estimate | **88,965.68** |
| | **September - October** | | | | |
| Check | Landscapes Golf Management | 1st | 13,506.00 | September - October | |
| Check | IPFS Corporation (LGM) | 1st | 900.00 | Estimate | |
| Check | UMR | 1st | 2,400.00 | Estimate | |
| Check | Ameritas | 1st | 52.64 | Estimate | |
| Check | The Guardian | 1st | 940.00 | Estimate | |
| **ACH** | **Payroll (4 Payrolls estimated at $21,000)** | **Varies** | 84,000.00 | Estimate | |
| ACH | Sales Tax - City of Grand Island | 10th | 10,000.00 | Estimate | |
| Check | Blackhills Energy | 16th | 1,200.00 | Estimate | |
| ACH | First National Bank P-Card Payment | 26th | 6,000.00 | Estimate | |
| ACH | City of Grand Island Utilities | Various | 4,500.00 | Estimate | |
| Check | Sysco | Weekly | 3,000.00 | Estimate | |
| Check | LGM Reimbursement | Various | 2,000.00 | Estimate | |
| Check | Insurance Claims | Various | 6,000.00 | Estimate | |
| ACH | Alcohol Vendors | Weekly | 1,000.00 | Estimate | |
| ACH | Equipment Leases (May - October) | 1st | 28,000.00 | Estimate | |
| Varies | Additional Payables Allocation (9 weeks estimate $3k/week) | Various | 27,000.00 | Estimate | **103,467.04** |
| | **November - February** | | | | |
| Check | Landscapes Golf Management | 1st | 27,012.00 | November - February | |
| Check | IPFS Corporation (LGM) | 1st | 1,800.00 | Estimate | |
| Check | UMR | 1st | 4,800.00 | Estimate | |
| Check | Ameritas | 1st | 105.28 | Estimate | |
| Check | The Guardian | 1st | 1,880.00 | Estimate | |
| **ACH** | **Payroll (8 Payrolls estimated at $14,000)** | **Varies** | 56,000.00 | Estimate | |
| ACH | Sales Tax - City of Grand Island | 10th | 4,000.00 | Estimate | |
| Check | Blackhills Energy | 16th | 2,400.00 | Estimate | |
| ACH | First National Bank P-Card Payment | 26th | 6,000.00 | Estimate | |
| ACH | City of Grand Island Utilities | Various | 6,000.00 | Estimate | |
| Check | Sysco | Weekly | 2,000.00 | Estimate | |
| Check | LGM Reimbursement | Various | 4,000.00 | Estimate | |
| Check | Insurance Claims | Various | 12,000.00 | Estimate | |
| ACH | Alcohol Vendors | Weekly | 1,000.00 | Estimate | |
| ACH | Equipment Leases (May - October) | 1st | - | N/A | |
| Varies | Additional Payables Allocation (18 weeks estimate $2.5k/week) | Various | 45,000.00 | Estimate | **34,469.76** |
| | **Cash Requirements** | | **1,004,013.61** | | |
| | **Operating Cash Surplus/(Shortfall)** | | **34,469.76** | | |
| | **Payables Allocation for Cash Position 03.11.25** | | 0.00 | | |
| | **Payable Allocation** | | 65,048.63 | | |
| | **Cash Carried Forward** | | **(30,578.87)** | | |
| | **Date of last deposit:** | | **3/10/2025** | | |

**Payables Recap**

$78,554.63 In AP as of 03.11.25

| | Amount |
|---|---|
| Past Due 61-90 days | (2,274.45) |
| Past Due 31-60 days | 39,343.18 |
| Past Due 1-30 days | 13,465.75 |
| Current - Due Next 30 days | 7,897.29 |
| Future | 20,122.86 |
| **Total Payables** | **78,554.63** |
| | |
| **Amount to be distributed (per above)** | 615.00 |
| | |
| **Continued Carry of outstanding payables** | **77,939.63** |

$0.00 Less Payables for Cash Position 03.11.25
($13,506.00) Less Mgt Fee
$65,048.63 Total Estimated

Management Agreement

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of December 14, 2020 (the "Effective Date") by and between the City of Grand Island, a (hereinafter referred to as "Owner"), and Landscapes Golf Management, LLC a Nebraska limited liability company (hereinafter referred to as "Manager").

Recitals

Owner desires to provide for the operation and management of the clubhouse, golf course, cart facility, maintenance building and appurtenances, and any other golf course or golf related facility owned by Owner and situated on the real property located at 2800 N Shady Bend Rd, Grand Island, NE 68801, commonly known as Jackrabbit Run Golf Course (collectively referred to as the "Course").

Manager is in the business of operating and managing golf courses and has experience and expertise related to golf course operation and management.

Owner desires to retain Manager to manage and operate the Course on behalf of Owner pursuant to the terms and conditions of this Agreement.

Agreement

The parties agree as follows:

1. TERM OF AGREEMENT.

   1.1. Term. The term of this Agreement will begin on the Effective Date and terminate December 13, 2025 (the "Term"), unless sooner terminated according to the terms and provisions hereof or extended by mutual written agreement of the parties.

   1.2. Early Termination. The parties agree that Owner may terminate this Agreement without penalty, beginning on October 1, 2023 if Manager fails to achieve Net Operating Income showing a loss of no more than Fifty Thousand Dollars (-$50,000) for the Owner's fiscal year ending September 30, 2023. If Owner elects to exercise the termination option provided by this section, Owner shall provide Manager with at least sixty (60) days' written notice prior to the effective date of termination.

2. SERVICES TO BE PERFORMED BY MANAGER. During the Term of this Agreement, Manager will supervise, manage, direct and operate the Course, which will include, but not be limited to, collecting and disbursing all monies, negotiating and managing leases and contracts, employing all employees, promoting and managing the Course, purchasing and selling food, beverages, merchandise, supplies and services, purchasing and maintaining

insurance coverage on behalf of the Course, handling disputes with third parties, collecting and paying all appropriate taxes and performing all other day-to-day activities relative to the Course. With respect to the operation of the Course, the parties hereto agree as follows:

2.1. Owner Authorization. Owner hereby grants and delegates to Manager the authority and the responsibility necessary to permit Manager to perform its duties under this Agreement and to do any and all acts deemed necessary or desirable for operation and maintenance of the Course and agrees to take such additional steps as are necessary to evidence such delegation and authorization as is reasonably requested by Manager. Owner hereby grants to Manager the use and occupancy of the Course during the Term of this Agreement or any renewal hereof for said purposes. Owner will not grant to any third party any rights to use or occupancy of all or any part of the Course during the Term of this Agreement without Manager's prior written consent, nor will Owner interfere with Manager's ability to perform its duties under this Agreement consistent with Manager's good faith business judgment.

2.2. Major Decisions. Manager will submit proposals to Owner for major expenditures, improvements or events that impact the Course ("Major Policy Decisions"), including, but not limited to, capital improvements and expenditures and the Annual Budgets (as defined in Subsection 2.c below). Manager will secure Owner's prior approval of all Major Policy Decisions. Manager will, to the best of its ability, operate the Course in accordance with the Major Policy Decisions approved by Owner.

2.3. Annual Budgets.

2.3.1. Not later than June 1 of each calendar year during the Term of this Agreement or any renewal hereof, Manager will submit a written business plan and a proposed operating budget (the "Proposed Annual Budget") to Owner for the upcoming fiscal year, except for the first year of this Agreement Manager will submit the Proposed Annual Budget to the Owner within ninety (90) days following the Effective Date. The Proposed Annual Budget will specify the amount of working capital required to continue operations of the Course for the upcoming fiscal year in light of all Major Policy Decisions; all anticipated expenses required to maintain a reasonable level of services, equipment, supplies and inventory; and all projected expenses for long term capital improvements and equipment. Owner acknowledges and agrees that all budgets are based solely on Manager's judgment and the facts and circumstances known by Manager at the time of preparation and Manager does not warrant or guarantee the results of operations or performance set forth in any budgets prepared for the Course.

2.3.2. Owner must approve or reject the Proposed Annual Budget within thirty (30) days of its receipt by Owner. Owner's failure to reject the Proposed Annual Budget

within such time period will be deemed an acceptance by Owner of the Proposed Annual Budget as submitted by Manager. The Proposed Annual Budget, once approved (or deemed approved) by Owner, will be referred to as the "Annual Budget." In the event Owner and Manager cannot agree on a Proposed Annual Budget, Manager will be entitled to continue operation of the Course in accordance with the Annual Budget for the prior year, subject to increases in Expenses required due to matters beyond the control of Manager, until such time as a new Proposed Annual Budget is approved by Owner.

2.4. Promotion of Golf Activities. Manager will implement a marketing plan for the Course and coordinate and direct all work done in the promotion, advertisement and public relations with respect to the Course. Manager will coordinate the creation or modification of graphics, logos and other visual materials for letterheads, envelopes, temporary and permanent signs, brochures, websites, information profiles, progress reports, press releases and bulletins. Manager may indicate on the premises and on such promotional, advertising and public relations materials that the Course is being managed by Manager.

2.5. Course Personnel.

2.5.1. Manager will, in its sole discretion and at the expense of the Owner, employ the Course personnel. Such personnel will include a general manager responsible for the day-to-day operation and management of the Course, maintenance personnel to professionally maintain the Course, other on-site management personnel, staff, and others deemed by Manager to be appropriate for the efficient operation of the Course. Such personnel will be hired, employed, evaluated, promoted and terminated by Manager, except that Manager may, in its sole discretion, elect to have some routine or specialty functions performed by independent contractors and engage such contractors for that purpose as an Expense of the Course. In no event shall any employees employed by Manager at the Course be considered employees of the Owner, nor shall any of Manager's employees be eligible for any benefits or pay from the Owner. At all times, Manager shall provide the Owner with the names and current telephone numbers (business, cell phone, and home number, if applicable) of the general manager and golf course superintendent.

2.5.2. Manager shall make a good faith effort to interview and employ any employee who is currently employed by Owner at the Course and who is displaced as a result of this Agreement, but Manager shall not be obligated to offer employment to any such employees. Manager shall employ qualified personnel with skills and certifications appropriate to the position to which they are appointed. Manager shall comply with all federal, state and local laws and regulations pertaining to

equal employment opportunity, Americans with Disabilities Act, and prohibition of unlawful discrimination in all hiring and employment decisions. Manager shall also have in place policies that prohibit any form of unlawful harassment and policies promoting a drug-free workplace, including reasonable drug testing policies.

2.6. Food, Beverage and Merchandise.

2.6.1. Owner will permit the sale of beer, wine and liquor at the Course. Manager will cause the general manager of the Course to apply for and obtain necessary city, county and/or state liquor licenses, as applicable, and all other permits, licenses and approvals required for operation of the Course; provided, however, that Owner retains the right, for good cause shown, to decline to have the general manager as the individual designated on the liquor license or to terminate such designation. It is understood that Manager cannot guarantee factors outside of its control that may prohibit the timely issuance of the liquor licenses or other licenses, permits or approvals. Owner and Manager will cooperate with the general manager in obtaining such licenses, permits and approvals, and if required by applicable city, county or state law, Owner will hold such licenses, permits and approvals in accordance therewith. Manager will pay all applicable Course licenses and permit fees when due as an Expense of the Course. Any monetary penalties imposed against the Course or the Owner for license violations will be Manager's responsibility and will be paid by Manager from its own funds to the extent the license violation was the result of Manager's negligence (i.e., failure to train or failure to supervise Manager's employees at the Course).

2.6.2. Manager will purchase and sell such other food, beverage and merchandise at the Course for such prices as Manager deems prudent. This includes beverage cart services on the Course and an adequate supply and variety of quality pro shop inventory for resale in the pro shop. The hours of operation for the beverage cart, food services and pro shop shall be determined by Manager, in its reasonable discretion. Manager will remit all sales tax collected on Course sales as and when due.

2.7. Maintenance Services.

2.7.1. Manager shall maintain the course, grounds and landscaping within the boundaries of the Course. Manager shall also maintain the parking area in a good and usable condition, including sanitation, pot hole repairs, and signage but excluding Capital Improvements. All costs for maintenance shall be an Expense of the Course.

2.7.2. As an Expense of the Course, Manager shall be responsible for the maintenance and repair, and for purchasing all supplies, parts, and equipment for all buildings, structures, fixtures, and Owner-owned equipment, which may now or hereafter exist on or in the Course, inclusive but not limited to the maintenance of the landscaping, irrigation system, maintenance buildings, grounds, cart paths, and course turf, excluding Capital Improvements.

2.7.3. Manager shall exercise general supervision over and shall be responsible for the proper use, care, and maintenance of all Owner-owned equipment used for Course operations, inclusive of but not limited to golf carts, mowers, utility vehicles, sand rakes, aerators, tractors, power equipment, etc. Manager shall keep a log of repairs to equipment, which shall be available for the Owner to review at any time. If equipment becomes inoperable, inefficient, or unsafe, the Manager will immediately provide Owner written notice. The decision to replace equipment is solely at the Owner's discretion. Equipment and parts damaged by the gross negligence of Manager or Manager's employees or agents shall be repaired or replaced by Manager at Manager's sole expense.

2.7.4. Manager shall be responsible for the maintenance and repair of the water well and sanitary sewer system. Any maintenance or repair cost in excess of $5,000 in a fiscal year shall require the prior written approval of Owner's City Administrator. Costs of maintenance and repairs shall be an Expense of the Course.

2.8. General Operations.

2.8.1. Manager agrees to enforce all rules and regulations adopted by the Owner covering the conduct of the public and services offered in the use of the Course as it relates to the performance of services under this Agreement.

2.8.2. Owner, in consultation with Manager, shall determine and set the green fees, including golf membership fees Manager shall charge and shall provide a schedule of such fees in writing to Manager. Any changes to the fee schedule are subject to prior written approval of the Owner. All tournament fees, fees for rental of golf carts, driving range fees, golf clubs, and golf bags shall be set by Manager, and shall be comparative and competitive with other quality public golf courses in Grand Island, Nebraska. Manager shall honor all pre-existing, pre-paid golf memberships. At no time shall fees be greater than the Owner approved rates as established by resolution.

2.8.3. Manager shall coordinate with existing leagues and associations to host tournaments at the Course, and shall seek out new leagues, and associations in an effort to increase the number of tournaments scheduled at the Course. Manager

shall support the leagues, tournaments, and associations while maintaining a fair and equitable tee sheet. Manager shall consummate arrangements for tournaments with golf associations and leagues, as well as concessionaires, licensees, or other group event users of the Course.

2.8.4. Manager shall take all reasonable actions to protect the safety of all employees, customers, and Owner's representatives. Manager shall comply with all safety and environmental regulations of federal, state, and local governmental agencies, and applicable federal occupational, health, and safety laws and regulations. Manager shall correct any unsafe conditions to the Course as an Expense of the Course, or notify the Owner of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. Manager shall cooperate fully with the Owner in the investigation of any accidental injury or death occurring at the Course and shall submit within twenty-four (24) hours to the Owner an accident report.

2.8.5. Manager shall be responsible for securing necessary contracts or other appropriate agreements to acquire electricity, water, sewer, solid waste, and other utility services necessary for the normal operations of the Course. Furthermore, the Manager shall be responsible to consummate arrangements with concessionaires, licensees, etc. that may be associated with the Course. All leases, contracts, purchases, and other agreements relating to the operation and maintenance of the Course entered into during the Term shall be entered into by the Owner as the contracting party and managed by Manager.

2.9. Additional Duties and Responsibilities of Manager.

2.9.1. Manager shall not make substantial alterations, additions, changes, or revisions to the Course without prior written consent of the Owner.

2.9.2. Manager shall, as part of its services hereunder and without additional compensation, make its staff available to Owner upon request for consultation regarding the Course, including, but not limited to business operations, marketing and promotions, additional equipment, repairs, Capital Improvements or projects, which may include modifications to structures or the course.

2.9.3. Manager shall provide assistance and consulting services to the Owner in the transition of management and operations of the Course if a new operating entity (Manager) is selected or if the Owner assumes operations of the Course.

3. REVENUES; EXPENSES; RESERVES. During the Term of this Agreement or any renewal hereof, Manager will cause all Revenues and Approved Reserves to be deposited and held in

the Course Accounts (as hereafter defined) and will pay Expenses out of the Course Accounts.

3.1. Revenues. "Revenues" means all revenues and receipts of any nature derived directly or indirectly from the Course or from the use or operation thereof, including Operating Revenues and Other Revenues. "Operating Revenues" is defined as revenue from green fees; cart rentals; range fees; membership dues, fees and assessments (but excluding capital improvement fees); membership passes; food, beverage and merchandise sales; rebates; purchase discounts; rentals; and lesson fees (unless such fees are paid directly to the professional providing such lessons in accordance with the agreement between Manager and such professional). "Other Revenues" is defined as proceeds from the sale of assets; capital improvement fees; interest income; Advances (defined below); insurance proceeds; and any other revenue or receipts not included in Operating Revenues.

3.2. Expenses. "Expenses" means all expenditures or disbursements made or expenses incurred in connection with operation of or for the benefit of the Course, including Operating Expenses and Other Expenses. "Operating Expenses" is defined as payroll and all other employee-related expenses; taxes; governmental fees and charges; utilities; food, beverage and merchandise cost of goods; maintenance expenses; repair costs (excluding capital repairs); supplies; inventory; insurance premiums and deductibles; marketing and advertising materials and expenses; licenses and permits; dues and subscriptions; finance charges; operating leases; professional fees; vendor and independent contractor invoices; Management Fees (defined below); and Manager's travel and other out-of-pocket expenses directly related to operation of the Course. "Other Expenses" is defined as debt payments (principal and interest); capital leases; financing or refinancing costs; capital expenditures (including Approved Capital Expenditures); and any other expenditures or disbursements not included in Operating Expenses. Expenses will not include salaries and other compensation of executive officers and corporate staff of the Manager or Manager's company overhead.

3.3. Approved Capital Expenditures. "Approved Capital Expenditures" means all expenditures for equipment, furniture, fixtures, Course improvements, and other capital items approved by Owner, which approval may be included in an Annual Budget or other separate form of approval. In the event of an emergency, Manager is also authorized to make an otherwise unapproved capital expenditure in order to prevent loss or damage. Manager will notify Owner immediately of such expenditure.

3.4. Approved Reserves. "Approved Reserves" means the amount of cash approved by Owner to be held by Manager in the Course Accounts for future operation of the Course, but in no event will the amount be less than Fifty Thousand Dollars ($50,000).

4. ADVANCES FROM OWNER. If, at any time prior to the effective date of termination or expiration of this Agreement, the Revenues from the operation of the Course are not sufficient to pay the Expenses as they become due, Owner must immediately advance to the Course Accounts the amount of cash necessary to meet such obligations (such amount being referred to as an "Advance"). Owner acknowledges that Manager will not be obligated to advance any of its own funds to, or for the account of, the Owner or incur any liability, unless the Owner has furnished Manager with funds necessary for the full discharge thereof.

5. ACCOUNTS. Manager will maintain one or more separate accounts in the name of Owner (collectively referred to as "Course Accounts") at one or more commercial banks. Owner and Manager agree that the City Finance Director or other Owner designee, as well as individuals designated by Manager and approved by Owner, will be signatories on the Course Accounts and that Owner will not change the signatories of the Course Accounts or close the Course Accounts without the prior written consent of Manager. All Revenues and Approved Reserves will be deposited by Manager and held in the Course Accounts, and Manager will pay Expenses from Course Accounts. Manager will account to Owner for Course Accounts in accordance with this Agreement. Manager will not commingle Revenues and Approved Reserves with other money or accounts, and will not take any money or property from the Course Accounts or from the Course except to pay Expenses as set forth in this Agreement. Manager will not purchase goods or services from an entity affiliated with Manager unless such purchase is on terms reasonably competitive with terms available from non-affiliated sources.

6. MANAGEMENT FEES. In exchange for services rendered by Manager under this Agreement, Manager will be paid from Course Accounts: (a) all Expenses paid by Manager from Manager's accounts and not Course Accounts in connection with the operation of the Course; and (b) a Base Management Fee. If, on any date, the Course Accounts contain insufficient funds to pay Manager the foregoing amounts owing, the Owner must immediately make an Advance to cover the shortfall. If Owner fails to make such Advance prior to the date any such amounts are owing to Manager, the amount owed to Manager will bear interest at the rate of one percent (1%) per month until paid in full.

   6.1. Base Management Fee. The "Base Management Fee" will be Six Thousand Dollars ($6,000) per month (as adjusted annually, the "Minimum Base Fee"). Manager will be paid the Minimum Base Fee on the first day of each month of the Term and any renewal hereof. Beginning on January 1, 2022 and on January 1st of each year thereafter, the Minimum Base Fee will increase by three percent (3%) per year. On the first anniversary of the Effective Date and on each anniversary thereafter during the Term, the parties will calculate a variable rate equivalent to 10% of the monthly Operating Revenues ("Variable Base Fee") for the preceding twelve (12) months. If the Variable Base Fee for the preceding twelve (12) months is greater than the Minimum Base Fee over the same time period, Manager will be paid the difference within thirty (30) days.

If the Variable Base Fee for the preceding twelve (12) months is less than the Minimum Base Fee, Manager will not be entitled to any additional Base Management Fees for the preceding year.

7. ACCOUNTING. Manager will maintain books and records relating to the business activities of the Course in accordance with generally accepted accounting principles and separate from its other books and records. Manager will prepare an opening balance sheet listing assets and liabilities used or incurred in the operation of the Course. Thereafter, Manager will have monthly financial statements prepared which will include unaudited balance sheets and income statements (each month's records will be referred to separately as the "Monthly Financial Statements") prepared as if the operation of the Course is a business entity separate from Manager and Owner. Manager will deliver a copy of the preceding month's Monthly Financial Statements within thirty (30) days after the end of that month, except where circumstances beyond the reasonable control of Manager delay delivery of such statements. In addition, Manager will deliver to Owner, not later than March 1st of each calendar year during the Term of this Agreement or any renewal thereof, a copy of yearend financial statements for the Course for the preceding calendar year. At any time during the Term of this Agreement, upon two (2) business days advanced notice and during normal business hours of operation, and for twelve (12) months after the Term of this Agreement, Owner will be entitled to inspect the books and records of the Course, and Owner may conduct an audit of the Course, all Monthly Financial Statements and all annual financial statements, provided that any expense incurred by Owner in conducting an inspection or audit will be borne by Owner. The accounting services to be provided by Manager under this Agreement do not include preparation of state or federal income tax filings or audited financial statements, but Manager will provide the balance sheets, income statements and depreciation schedules necessary for a third party to prepare income tax filings. Further, Manager will prepare sales and use tax returns and personal property tax returns for the Course.

8. DEFAULT.

8.1. Events of Default. Any one or more of the following events will, unless cured within the specified cure period, constitute an event of default of this Agreement ("Default"):

8.1.1. Either party's failure to timely pay any sums payable pursuant to this Agreement when and as the same become due, including Owner's failure to timely make Advances as required by Section 4, which non-payment remains uncured for a period of five (5) days after written notice thereof from the other party to the defaulting party;

8.1.2. A discontinuance by either party of its business, filing of a bankruptcy petition, or any other action relating to the insolvency of either party; or

8.1.3. A material breach of any material term or provision of this Agreement by either party, which remains uncured sixty (60) days after written notice thereof from the other party to the defaulting party or such longer period of time as may be reasonably required to cure such breach, provided that the defaulting party promptly commences to remedy such breach within the sixty (60) day cure period and thereafter continues diligently to complete such cure.

8.2. Owner's Remedies. In the event of a Default by Manager, Owner may terminate this Agreement upon expiration of the specified cure period by delivering to Manager written notice of its election to terminate the Agreement, provided that Manager has not timely cured the Default. In such event, Owner will pay Manager all amounts owed to Manager prior to submitting written notification of termination.

8.3. Manager's Remedies. In the event of Default by Owner, Manager may terminate this Agreement upon expiration of the specified cure period by delivering to Owner written notice of its election to terminate the Agreement. In such event, Owner will pay to Manager due to Manager to the date of termination. In such event, Owner will pay to Manager an amount equal to the total unpaid Management Fees that Manager would have earned had the Agreement remained in effect until the end of the Term.

8.4. Remedies Not Exclusive. No remedy granted to Owner or Manager is intended to be exclusive of any other remedy provided herein or by law, but each will be cumulative and will be in addition to every other remedy given herein or existing at law or in equity, subject to Section 23 below.

9. TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this Agreement, the parties will take the following actions no later than the effective date of such termination or expiration:

9.1. Transfer of Course and Property. Manager will vacate and surrender the Course to Owner and transfer to Owner possession of all property belonging to the Course or Owner, including, but not limited to, cash in the Course Accounts; accounts receivable and other receivables; inventories of merchandise, food, beverages and supplies; equipment, furniture and fixtures; prepaid accounts and deposits; contract rights; trade names; licenses and permits; and Course books and records (collectively, the "Property").

9.2. Liabilities to be Assumed. Owner will assume and agree in writing to indemnify Manager against all obligations and liabilities relating to the Course, other than contingent tort liabilities which result from the intentional wrongdoing or gross negligence of Manager. Liabilities which Owner assumes, or against which Owner must

indemnify Manager, will include all debts and other contractual obligations arising out of the operation of the Course.

9.3. Payment. All sums owed by either party to the other pursuant to this Agreement will be paid within thirty (30) days of the effective date of termination or expiration of this Agreement.

9.4. Employees. Unless specifically agreed to in writing by Manager, for a period of one (1) year after termination of this Agreement, Owner hereby agrees, warrants and represents that Owner will not employ any general manager, golf professional, golf course superintendent, or food and beverage manager who was employed by Manager as an employee of the Course at any time during the Term of this Agreement, unless such employee was a current employee of the Course immediately prior to the Effective Date.

9.5. Survivability. The provisions of this Section 9 will survive the termination or expiration of this Agreement.

10. INDEMNITY.

10.1. Obligations of the Course. All obligations and costs to defend all disputed claims arising out of or resulting from Manager's activities conducted in connection with or incidental to this Agreement will be paid as an Expense of the Course. Manager will keep Owner advised of any such matters.

10.2. Indemnification by Manager. Manager will indemnify, hold harmless and defend Owner, its members, managers, officers, directors, agents, authorized representatives and employees, from and against all liability for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and reasonable attorneys' fees and other reasonable costs, arising out of or resulting from the breach of any representation or warranty by Manager, or from Manager's intentional misconduct or gross negligence in operating the Course.

10.3. Indemnification by Owner. Owner will indemnify, hold harmless and defend Manager, its members, managers, officers, agents, authorized agents, and employees, from and against all liabilities for any and all claims, liens, suits, fines, losses, demands or actions for damages, injuries (including death) to persons, property damage (including loss of use), and expenses, including court costs and attorneys' and consultants' fees and other reasonable costs, arising out of, involving, or resulting from the operation of the Course by Manager (excluding intentional malfeasance or gross negligence by Manager), the breach of any representation or warranty by Owner, any act, omission or neglect of Owner, its agents, contractors, employees or invitees, or a Default by Owner,

or arising out of, involving, or resulting from all liabilities and obligations transferred, assumed or to be assumed by Owner in accordance with Section 9 of this Agreement.

10.4. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the liability of Manager hereunder will be limited to the amount of Management Fees paid hereunder, and in no event will any other assets of Manager or any constituent member or other affiliate of Manager be subject to any claim arising out of or in connection with this Agreement.

10.5. Notice of Claims. Manager and Owner will provide each other with prompt written notice of any event covered by the indemnity provisions of this Agreement and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf. Failure to provide such notice, however, will not limit any party's indemnity obligations hereunder.

11. INSURANCE. As an Expense of the Course, Manager will obtain insurance of the types and in the amounts set forth below from an underwriter(s) licensed to do business in the state in which the Course is located. Manager will furnish certificates of insurance to Owner evidencing the required insurance on or before the Effective Date or the Insurance Coverage Date (defined below), as applicable, and thereafter will furnish new certificates upon request.

11.1. Type and Amount of Insurance. The type and minimum amount of insurance to be obtained by Manager in the name of and/or on behalf of the Course will be:

11.1.1. Worker's Compensation in the minimum amount required by law and Employer's Liability with limits not less than $100,000/$500,000/$100,000, with a waiver of subrogation in favor of Owner and the policy endorsed to name Owner as an alternate employer.

11.1.2. Commercial General Liability to include coverage for the following: (a) Premises/Operations; (b) Independent Contractors; (c) Personal Injury; (d) Liquor Liability; and (e) Products/Completed Operations. Such coverage must be maintained in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. Manager will be named as an additional insured on a primary and non-contributory basis, and the policy will have a waiver of subrogation in favor of Manager.

11.1.3. Crime/Employee Dishonesty Insurance covering all employees and officers having access to money collected in an amount sufficient to protect against loss of the largest dollar amount in the control or possession of an employee at any given time, but in no event less than $25,000 per occurrence.

11.1.4. Property Insurance on special form, replacement cost and agreed amount basis on all real and personal property and contractors and maintenance equipment. Such coverage will also include equipment breakdown, including spoilage.

11.1.5. Comprehensive Automobile Liability to include coverage for the following: (a) Owned/Leased Automobiles; (b) Non-owned Automobiles; and (c) Hired Cars. Such coverage must be maintained in an amount not less than $1,000,000 combined single limit for bodily injury and property damage, with Manager named as an additional insured.

11.1.6. Commercial Umbrella Liability with no less than $5,000,000 limit.

11.1.7. Additional Insurance Requirements. With respect to the above-described insurance, the policies shall provide for thirty (30) days' written notice of any material change, termination or cancellation to Owner. Further, the policies procured in the name of and/or on behalf of the Course will provide primary and non-contributory coverage for all losses and damages covered thereby.

11.2. Insurance Coverage Date. Manager's obligation to procure the insurance coverages required by Sections 11.1.2., 11.1.4, 11.1.5. and 11.1.6. shall not become effective until the later of the following to occur: (i) 30 days following the Effective Date, or (ii) within 21 days following Manager's receipt from Owner of all information reasonably requested by Manager related to the Course's insurance coverage and loss history prior to the Effective Date (the "Insurance Coverage Date"). Prior to the Insurance Coverage Date, Owner will be responsible for providing the coverages required by Sections 11.1.2., 11.1.4., 11.1.5, and 11.1.6. and Manager shall have no obligation to ensure the adequacy of such coverage.

11.3. Covenant of Cooperation. Manager will provide Owner with prompt written notice of any material damage, loss or injuries suffered at the Course, significant complaints, whether written or otherwise, about the Course or its management, and actual or anticipated disputes with or claims by third parties, including, but not limited to, adjacent landowners. Manager further covenants to cooperate with Owner in resolving any such complaints, disputes or claims and Owner covenants to cooperate with Manager in resolving any such complaints, disputes or claims.

12. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce Manager to enter into this Agreement, Owner makes the following representations and warranties to Manager:

12.1. Each of the Recitals set forth in this Agreement is true and correct.

12.2. Owner is the lessee the Course pursuant to a Lease Agreement with the Lessor Hall County Airport Authority.

12.3. Owner has power and authority and all legal rights to enter into and perform this Agreement. The individual executing this Agreement on behalf of Owner has the authority to do so and to so legally bind the Owner. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding obligation on the part of Owner, enforceable against Owner in accordance with its terms.

12.4. Except as previously disclosed in writing to Manager, there are no actions, suits or proceedings pending or, to the knowledge of Owner, threatened against Owner or affecting Owner, the Course or any of Owner's assets, properties or rights, at law or in equity, by or before any court, arbitrator, administrative or governmental body or other person. Except as previously disclosed in writing to Manager, Owner is not in violation or default with respect to any applicable law or regulation which affects the Course or the condition (financial or otherwise) of the Owner and the Course fully complies with all applicable federal, state and local laws, ordinances, regulations, orders and directives.

12.5. Except as provided herein, Owner has not granted to any person or entity not a party to this Agreement any rights of use or occupancy of the Course, or any part or portion thereof, including but not limited to any leasehold rights or interests.

12.6. The Course is adequate and in sufficiently good condition for Manager to operate a golf course, pro shop, clubhouse and other services contemplated by the terms of this Agreement. The Course has all water and utility hook-ups necessary to operate the golf course, pro shop, clubhouse and other services contemplated by the terms of this Agreement.

13. MANAGER'S REPRESENTATIONS AND WARRANTIES. To induce Owner to enter into this Agreement, Manager makes the following representations and warranties to Owner:

13.1. Each of the Recitals set forth in this Agreement is true and correct.

13.2. Manager is a duly organized and validly existing limited liability company in good standing under the laws of the State of Nebraska and is duly qualified to do business in the state in which the Course is located.

13.3. Manager has the full power and authority and all legal rights to enter into and perform this Agreement and any other agreement referred to herein and contemplated by this Agreement. The individual executing this Agreement on behalf of Manager has the authority to do so and to so legally bind the Manager. This Agreement, when duly authorized, executed and delivered by the parties hereto, will create a valid and binding

obligation on the part of Manager, enforceable against Manager in accordance with its terms.

13.4. During the Term and any renewal thereof, Manager shall not own nor contract to manage or operate a public or daily fee golf course located within 30 miles of the Course.

14. ENVIRONMENTAL INDEMNITY. Owner agrees to indemnify, defend and hold harmless Manager from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term of this Agreement or in connection with the presence or suspected presence of Hazardous Substance (as defined below) in or on the Course, unless the Hazardous Substance is present solely as the result of the gross negligence or willful misconduct of Manager or Manager's employees. Without limitation of the foregoing, this indemnification will include any and all costs incurred between investigation of the site through the time of completion of any clean-up, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substance is present solely as a result of the gross negligence or willful misconduct of Manager or Manager's employees. This indemnification will specifically include any and all costs due to Hazardous Substance which flows, diffuses, migrates or percolates into, onto or under the Course after the Agreement Term commences. As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive or corrosive and/or which is regulated by any local government, the state in which the Course is located or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste," or "hazardous substance," pursuant to state, federal or local governmental law and includes, but is not limited to, asbestos, radon, PCBs and petroleum and petroleum-containing products. This provision will survive the termination of this Agreement.

15. RELATIONSHIP OF THE PARTIES. The relationship between Owner and Manager will be and at all times remains that of owner and independent contractor, respectively. Neither Owner nor Manager will be construed or held to be a partner, limited partner, associate or agent of the other, or be joint venturers with one another. Neither Owner nor Manager will be authorized by the other to contract any debt, liability or obligation for or on behalf of the other except as specifically provided for herein.

16. NOTICES. Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement must be in writing and will be deemed delivered (i) upon personal delivery, (ii) upon mailing thereof when properly addressed and deposited in the United State Mail, first class postage prepaid, registered or certified mail, return receipt requested, (ii) when properly addressed upon deposit with Federal Express, Express Mail or other trackable overnight courier service, or (iv) when sent by email if receipt of the email

content can be confirmed, with time of receipt being the uniform time the email enters the information processing system that the recipient has designated or uses for the purpose of receiving email. Notices will be properly addressed if addressed to the parties as follows:

| | |
|---|---|
| If to Owner: | City of Grand Island<br>Attn: City Administrator<br>P.O. Box 1968<br>Grand Island, NE 68802 |
| If to Manager: | Landscapes Golf Management, LLC<br>Attn: Tom Everett, Manager<br>1201 Aries Drive<br>Lincoln, NE 68512 |

The addresses for notices may be changed by written notice given to the other party as provided above.

17. GENERAL TERMS.

17.1. Further Acts. Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated herein.

17.2. Section Headings. The various section, subsection, paragraph, subparagraph and clause headings in this Agreement are for convenience and reference only and in no way define, limit, extend or interpret the scope or interpretation of this Agreement or of any particular section, subsection, paragraph, subparagraph and clause contained herein.

17.3. Interpretation. Unless the context requires otherwise, words used in the singular number include the plural and vice-versa.

17.4. Amendments and Waivers. This Agreement can be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement must be made in writing executed by the party who could demand fulfillment of such waived provision.

17.5. Dispute Resolution.

17.5.1. Owner and Manager are fully committed to working with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Owner and Manager will first attempt to resolve such disputes or

disagreements through discussions between senior representatives of Owner and Manager. Upon the request of either party, such representatives will meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

17.5.2. If a meeting between the senior representatives does not result in a resolution satisfactory to both parties, Owner and Manager agree that the parties will attempt to resolve their dispute through use of a mediator. If the parties are unable to successfully resolve their dispute through mediation or cannot agree upon a mediator then either party may commence an action in the Nebraska state courts.

17.6. Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Owner nor Manager will be liable to the other for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.

17.7. Assignment. Neither party can assign this Agreement or its rights, duties and obligations hereunder without the prior written consent of the other party, which consent must not be unreasonably withheld.

17.8. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.9. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Nebraska.

17.10. Counterparts; Electronic Signatures. This Agreement and all amendments and supplements to it may be executed by the parties in separate counterparts and by facsimile transmission or electronic transmission in PDF format, each of which when so executed and delivered shall be an original, and all such counterparts and facsimile or electronic copies shall together constitute one and the same instrument.

17.11. Severability. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless will remain in full force and effect. The illegal or unenforceable provision or provisions will be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

17.12. Entire Agreement. This Agreement (together with any attached exhibits) constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, restrictions, representations or warranties, whether oral or written, between the parties relating to the subject matter of this Agreement.

17.13. Outside Businesses. Nothing contained in this Agreement will be construed to restrict or prevent, in any manner, any party or any party's affiliates, parent companies, or representatives or principals from engaging in any other businesses or investments, nor will Owner or Manager have any right to share or participate in any such other businesses or investments.

17.14. Approvals. Any consent or approval referred to herein (by whatever words used) of either party must not be unreasonably withheld, delayed or conditioned, and neither party may seek or obtain any payment as a condition therefor. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party must indicate by written notice to the other the reason for such refusal.

17.15. No Third-Party Beneficiaries. Nothing herein contained will be deemed to establish any rights of third parties against the parties hereto, it being the intent that the rights and obligations set forth herein are those of the parties hereto alone, with no third party beneficiary rights intended.

17.16. Survival. All covenants, agreements, representations, and warranties made herein will survive the execution and delivery of (i) this Agreement, and (ii) all other documents and instruments to be executed and delivered in accordance herewith, and will continue in full force and effect during the Term of this Agreement.

17.17. Force Majeure. The provisions of this Section 17.17. will be applicable if there occurs during the Term any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain materials or reasonable substitutes therefore, (iii) acts of God, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this section beyond the reasonable control of the party obligated to perform. If either party, as a result of any of the above-described events, fails punctually to perform any obligation on its part to be performed under this Agreement (an "Unavoidable Delay"), then, upon written notice to the other, within thirty (30) days of such Unavoidable Delay, such failure will be excused and not be a breach of this Agreement by the party claiming the Unavoidable Delay, but only to the extent occasioned by such Unavoidable Delay. If any right or option of either party to take any action under or with respect to the Term is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date will be deemed to

be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this section will not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

City of Grand Island, a Municipal Corporation and Political Subdivision of the State of Nebraska

By: Roger G. Steele 1/8/2021
Roger G. Steele, Mayor

[Attest]
RaNae Edwards
RaNae Edwards, City Clerk

LANDSCAPES GOLF MANAGEMENT, LLC, a Nebraska limited liability company

By:
Tom Everett, Manager

Approved by
Stacy Nonhof
Interim City Attorney

R E S O L U T I O N  2025-106

WHEREAS, on December 8, 2020, by Resolution 2020-314, the City of Grand Island approved a contract with Landscapes Unlimited to manage the day-to-day operations of the JackRabbit Run Municipal Golf Course; and

WHEREAS, sections 3,4, and 5 authorizes the City to maintain a $50,000 operating cash balance for operations of JackRabbit Run Municipal Golf Course; and

WHEREAS, Landscapes Golf Management has requested $100,000 for operating JackRabbit Run Municipal Golf Course; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the $100,000 funding request by Landscapes Golf Management is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025

_____
Roger Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.u.

**Subject:** #2025-107 - Approving Purchase of Information Technology Services

**Staff Contact:** Patrick Brown and Stephanie Gosda

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**BACKGROUND:** The current consultant was been working with the City since 1995 and the last contract signed with the City was in 2011. This consultant has primarily worked on all of the City's technology with the exception of Electric and Water utilities.

**DISCUSSION:** The Information Technology division issued a Request for Proposal (RFP) for Information Technology Services on November 15, 2024. The RFP responses were due December 17, 2025 at 4:00pm at City Hall. There were two respondents. Wingman IT Services is the desired provider due to the familiarity of the City's IT structure and secondly, they were the low bidder. The proposal is for advanced network support and some staff augmentation. The contract expands the number of consulting hours from 36 to 48.

The cost of services is $5,800.00 a month for 48 hours of consulting work. It would be a five year contract with a 3% increase in years two through five.

**FISCAL IMPACT:** The cost for Information Technology Services is factored into the FY2025 budget. Total contract (five years) cost is $369,516.00.

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

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

**RECOMMENDATION:** City Administration recommends the Council accept the proposal of Wingman IT Services and direct that a contract be negotiated.

**SAMPLE MOTION:** Move to approve the proposal for Information Technology Services with Duey Computer Services dba Wingman IT Services in the amount of $369,516.00 and

authorize contract negotiations.

**ATTACHMENTS:**

1. IT Support Agreement 2025-2030
2. Resolution

## COMPUTER/NETWORK SUPPORT AGREEMENT

This Computer/Network Maintenance Agreement is entered into by and between Duey's Computer Service, Inc. and The City of Grand Island, a city government located in Grand Island, Nebraska this _____ day of _____, 2025.

In consideration of the promises, covenants, obligations and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows, to wit:

1. Term. The term of this Agreement shall begin the 1st day of April, 2025 and end the last day of March 2030.

2. Scope of the Service Provided. Duey's Computer Service, Inc. dba Wingman IT Services (hereinafter "WITS") shall be the primary provider of computer and network support for The City of Grand Island (hereafter "The City"), during the term of this Agreement. WITS will provide The City 48 hours of standard service per month at the rate set forth hereinafter. The 48 hours per month must be used in the designated month or used in the month immediately following the designated month providing this contract is still in effect. If the hours in the 48 hour provision are not used in the designated month or in immediately following the month, the hours shall be forfeited and shall lapse. WITS will provide two (2) monthly onsite visits without travel charges. Additional onsite visits during any given month will incur travel charges, at the rate set forth below. The City hereby agrees that no other computer service provider, or equipment vendor of any kind shall install, upgrade, adjust or otherwise alter the configuration of the network system, or any component thereof, during the term of this Agreement without first contacting WITS to obtain the necessary information with which to make the installation, upgrade, adjustment or alteration, so as to avoid jeopardizing the network system. WITS will not charge for e-mail or telephone calls with a vendor called by The City under the foregoing circumstances, if said e-mails or phone calls require less than fifteen (15) minutes of WITS time. If additional assistance is required by the service provider or vendor, The City hereby agrees to pay WITS the "Priority Rate" for such services, as set forth below.

WITS shall also provide telephone and e-mail support for The City at The City's request. Any computer related issue not resulting in a service call, and brought to WITS attention shall be considered telephone or e-mail support. WITS shall provide telephone or e-mail support out of the monthly pool of hours as part of the monthly fee set forth hereinafter.

WITS shall further provide proactive network monitoring from its home location, Lincoln, Nebraska. The City shall promptly notify WITS of any computer related problems as they occur, and shall allow WITS access to its computer systems, and all components thereof, in order to document and resolve the network and computer problems. Any alarms generated by the monitoring system implemented by WITS shall be considered an incident, as set forth in the preceding paragraph.

3. Service Rates.

A. Contract Rates. In exchange for the services to be provided by WITS to The City, The City hereby agrees that it shall pay to WITS the sum of $5,800 per month, plus the annual increase in section D below, for each month during the term hereof. WITS shall provide an invoice to The City on a monthly basis, setting forth this charge, together with any additional charges for time spent by WITS in servicing the needs of The City under the terms and provisions hereof.

B. Standard Rate. For a standard service call, WITS will respond within 1 to 3 business days. Included within this Computer/Network Maintenance Agreement is 48 hours of standard service per month, for the charges set forth in the preceding paragraph. In the event that 48 hours have not been used by The City in any calendar month or immediately following the calendar month as outlined above in section 2, said time shall be forfeited, and shall lapse. Additional time for standard service calls will be billed at $125 per hour for the first hour, and $31.25 for each 15 minute segment or any portion thereof, thereafter. This rate will increase annually as set forth in section D below. As stated previously, WITS will waive travel charges for two (2) visits per month. Additional on-site visits during any given month will incur a charge of $200 per trip. This rate will increase annually as set forth in section D below.

C. Priority Rate. For all priority service calls, WITS will make itself available within one (1) hour of being contacted by The City for said service (plus any additional travel time). Priority service calls shall be billed at $215 per hour for the first hour, and $53.75 for each 15 minute segment, or any portion thereof, thereafter. This rate will increase annually as set forth in section D below.

D. Annual Rate Increase. For the duration of this contract the above rates will increase by 3% per annually with the first increase taking effect February 1st, 2026 and increasing annually each February 1st until the contract is cancelled or superseded.

All service requests shall be considered standard service calls unless The City specifically requests a priority service call.

4. Parts, Equipment, and software. If parts, equipment, or software are required to repair or upgrade existing equipment, WITS shall contact The City for authorization before any such parts or other equipment are purchased or installed.

5. Indemnification and Hold Harmless. WITS hereby agrees that it shall handle all computers, equipment, and data owned by The City with utmost care. However, WITS cannot and shall not be liable for any hardware failures, software failures, or data loss as a result of the services provided hereunder. WITS recognizes that the network and servers of The City contain some confidential and privileged information. This confidential and privileged information shall not be accessed without the express consent of The City. The City hereby agrees to indemnify and hold WITS harmless from and against any and all claims, damages, losses or expenses arising out of or

related to acts, negligence, or failures of its employees, or agents, with respect to the computers, network equipment and software being serviced by WITS hereunder.

6. Invoice and Payment. WITS shall submit monthly invoices to The City, containing the monthly charge of $5,800, and an itemization of any charges for additional services provided, pursuant to the rates and increases set forth herein above, and any additional costs which have been incurred for parts, equipment, and software, in each month during the term of this Agreement. The monthly maintenance fee shall be prepaid each month. The City shall pay the full amount of each such invoice within thirty (30) days of the date of its receipt. Any balances not paid within thirty (30) days of receipt by The City shall bear interest at the rate of 1.5% per month, beginning thirty (30) days after the date of the unpaid invoice. Any and all costs of collection, including postage, attorneys fees, and costs shall be paid by The City.

7. Early Termination due to deficiencies. Upon written request, both parties shall have sixty (60) days to cure any deficiencies prior to contract termination for such deficiency. WITS hereby agrees that The City may terminate this contract immediately should WITS give access to The City's information, data, documents, etc. stored on the network to any person or company not specifically authorized by The City to have that information.

8. Governing Law. This Agreement shall be construed, governed, and interpreted according to the laws of the State of Nebraska.

9. Time of the Essence. Time is of the essence of this Agreement, and the parties hereby agree that any and all obligations as set forth herein shall be performed in a reasonably timely manner.

10. Severance. If any paragraph, section, or portion of this Agreement shall be unenforceable under the laws of the State of Nebraska, for any reason, the remaining portions of the Agreement which are otherwise enforceable shall remain in full force and effect.

11. Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto, without the prior written consent of the other party.

12. Entire Agreement. This Agreement shall constitute the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It shall supersede all understandings and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by either party that differ in any way from the terms of this written Agreement shall be given no force or effect. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters set forth herein unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing, and signed by all parties hereto.

13. Headings. Headings of the articles and sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretative effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Computer/Network Maintenance Agreement on the day and year herein above first set forth.

DUEY'S COMPUTER SERVICE, INC. dba WINGMAN IT SERVICES

Date: 3/18/2025 By: _____
Andrew Duey, President

THE CITY OF GRAND ISLAND.

Date: _____ By: _____
Authorized Representative

R E S O L U T I O N  2025-107

WHEREAS, the City of Grand Island Finance Department/Information Technology Division is looking for an Information Services provider; and

WHEREAS, a request for proposals was issued on November 14, 2024 with a due date of December 17, 2024; and

WHEREAS, two proposals were received; and

WHEREAS, Duey Computer Services, Inc doing business as Wingman IT Services submitted the lowest cost proposal; and

WHEREAS, a contract shall be for five (5) years with a contract amount of $369,516.00 paid in monthly installments of $5,800.00 with Duey's Computer Services, Inc dba Wingman IT Services; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal with Duey Computer Services, Inc is hereby accepted and approved as the lowest quote submitted.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a negotiated contract on behalf of the City of Grand Island 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, March 25, 2025.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.v.

**Subject:** #2025-108 - Approving CDBG Sub Recipient Agreement with Project Hunger

**Staff Contact:** Amber Alvidrez

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**BACKGROUND:**

In March of 2024, the City of Grand Island was awarded an annual allocation of $339,000.00 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. On August 13th, 2024 City Council approved the 2024 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

**DISCUSSION:**

Within the submitted annual action plan Community Development staff included funding for Project Hunger's Backpack program in the amount of $25,000 of CDBG funding. Project Hunger is a local organization that strives to feed people of Central Nebraska. Project Hunger will utilize the CDBG funds to continue serving Grand Island youth and families through the Backpack program. Within Grand Island Public Schools Project Hunger serves more than 200 families weekly. Twice monthly the program provides a gallon of milk, a dozen eggs and a loaf of bread or package of tortillas for each family through vouchers that included with the items being sent home. The Back program is essential for some children and families during weekends when they depend on the food provided for meals.

**FISCAL IMPACT:** This project is already included within the Community Development Division Budget.

**ALTERNATIVES:**

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

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

**RECOMMENDATION:**

City Administration recommends that the Council approves CDBG sub-recipient agreement #2024-6 with Project Hunger and authorizes Mayor to sign all related documents.

**SAMPLE MOTION:**

Move to approve the CDBG #2024-6 sub-recipient agreement with Project Hunger

**ATTACHMENTS:**
1. Agreement
2. Resolution

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

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 25th day of March 2025 by and between the City of Grand Island ("City/Grantee,") and Project Hunger ("Sub recipient,") witnesseth:

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

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

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

SECTION II.

SCOPE OF SERVICE

A. Activities

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

B. Program Delivery

Sub recipient shall use Twenty-Five Thousand Dollars and 00/100 ($25,000.00) of Community Development Block Grant (CBDG) funds for cost associated with implementing a Food Back Pack program as detailed in the submitted application for Community Development Block Grant (CDBG) funds. The stated program is required to benefit Low to moderate income persons within Grand Island. The Sub-recipient's program will provide services to a minimum of 83 individuals who are considered to be victims of child abuse.

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

a. Implement a food backpack Program within schools located in the Grand Island City Limits.

b. Purchase materials and food needed to implement the Backpack program.

c. The Backpack program will be made available and provided to child/families within the City of Grand Island who are referred by school social workers.

d. Sub-recipient will obtain and complete all necessary documentation required by the department of Housing and Urban Development for all persons who receive services. Including but not limited to, client demographics, household income and submit necessary information to the City of Grand Island Community Development Staff. Client information and eligibility may be based off other programs, such as Nebraska free and reduced lunch program, or another program that has stricter income requirements than CDBG.

C. National Objective Compliance

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

Benefit low- and/or moderate-income persons.

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

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

a. Project Hunger's Backpack program will continue for a minimum of 1 year. The Sub-recipient is responsible for performing all administrative services necessary to administer the above-mentioned program.
b. The Sub-Recipient is to provide quarterly reports on achievements and program impact which include
    a. Number of persons served.
    b. A summary of project progress
    c. Client Demographics

Sub-recipient must provide quarterly reports to the City/Grantee specifically to the Community Development Staff. Quarterly reports are to be submitted on the 15th following the last month of the quarter.

Quarter 1: October-December Due January 15th, Quarter 2: January-March due April 15th, Quarter 3: April- June due July 15th and Quarter 4:July-Sept due October 15th.

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of individuals served. The Sub-recipient will serve a minimum of 83 individuals. Sub recipient is required ensure that

recipients are income qualified and that documentation is accessible to meet the 51% threshold of CDBG.

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2024-6
Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: $25,000

F. Performance Monitoring

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

G. Time of Performance

The Sub-recipient shall perform the services set out above and shall expend the Community Development Block Grant funding provided for above between March 25, 2025 and March 25, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG or CDBG assets, including program income.

H. Budget

The Sub-recipient shall use Twenty-Five Thousand dollars &00/100 ($25,000.00) of Community Development Block Grant funds to implement the Project hunger Backpack Program.

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

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00). Payments may be contingent upon certification of the Sub recipients' financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

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

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

Additional documentation may be requested as needed for clarification. Payment requests that are submitted before the 10th day of the month will be processed in the same month and require City/Grantee Council approval prior to disbursal.

J. Environmental Review

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

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

K. Procurement Standards and Code of Conduct

City/Grantee is required to ensure Procurement Standards and Code of Conduct equivalent to those established in 2 CFR 200 and 24 CFR Part 570, as now in effect and as may be amended from time to time. Sub-recipient will be required to follow the City of Grand Island's Procurement procedures.

L. Notices

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

City/Grantee Sub-recipient:

| | | | |
|---|---|---|---|
| City of Grand Island | | Project Hunger | |
| ATTN: Community Development Division | | Doug Winder | |
| 100 East First Street | | PO Box 967 | |
| Grand Island NE, 68801-1968 | | Grand Island NE, 68802 | |
| Telephone: | (308)385-5444 ext. 212 | Telephone: | 308-391-2341 |
| Fax: | (308) 385-5488 | Fax: | |

SECTION III.

GENERAL CONDITIONS

A. General Compliance

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

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker’s Compensation

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

E. Insurance and Bonding

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

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City/Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City/Grantee’s governing body. Such amendments shall not invalidate this

Agreement, nor relieve or release the City/Grantee or Sub recipient from its obligations under this Agreement.

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

## SECTION IV.

## LIABILITY

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

## SECTION V.

## SUSPENSION OR TERMINATION FOR CAUSE

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

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

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

A. Suspension for Cause

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

B. Termination for Cause

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

## SECTION VI.

## TERMINATION FOR CONVENIENCE

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

## SECTION VII.

## TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

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

## SECTIONVIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation & Record Keeping

1. Records to be maintained

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

a) Record(s) providing a full description of each activity undertaken;
b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Record(s) required to determine the eligibility of activities;
d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years. The retention period begins on the date of submission of the City/Grantee’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the

Agreement are reported on for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

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

3. Client Data-if applicable

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

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

4. Disclosure

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

5. Close-outs

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

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

C. Use & Reversion of Assets

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

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

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

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

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

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

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

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

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

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

## SECTION IX.

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

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

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

## SECTION X.

## ASSURANCES

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

## SECTION XI.

## PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

1. Approved Plan

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

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

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

3. Access to Records

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

subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub recipient will include the provisions of paragraphs, XI. A., Civil Rights, and XI. B., Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by

state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended (12 USC 1701u), and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City/Grantee, the Sub recipient and any of the Sub recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Sub recipient certifies and hereby agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement: “The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the

service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

This Agreement shall not be assigned or transferred by the Sub recipient without the prior written consent of the City/Grantee; provided however, that claims for money due or to become due to the Sub recipient from the City/Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished in writing to the City/Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City/Grantee prior to the execution of the agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open

competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City/Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient hereby agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient hereby agrees to abide by the provisions of 2 CFR 200, as now in effect and as may be amended from time to time and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;

b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has

a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

The Sub recipient certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Sub recipient shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all Sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or City/Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize

others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient hereby agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient hereby agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that the activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 et seq. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing,

risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

SECTION XII.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XV.

WAIVER

The City/Grantee's failure to act with respect to a breach by the Sub recipient shall not result in a waiver of its right to act with respect to subsequent or similar breaches. The failure of the City/Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XVI.

ENTIRE AGREEMENT

The provisions set forth in Sections I-XVI, and all attachments of this agreement constitute, the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall not be binding or valid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: City of Grand Island, Nebraska

Date _____ By_____
Roger G. Steele,
Mayor, City of Grand Island

Attest:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Kari Fisk, City Attorney

Sub-Recipient: Project Hunger

Date _____ By_____
Doug Winder Board Chair

R E S O L U T I O N  2025-108

WHEREAS, the City of Grand Island, Nebraska was awarded a $339,000 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2024-2025 Annual Action Plan which identified The Emergency Payment Program as an approved program to utilize CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization implementing programs identified in the 2024-2025 Annual Action Plan.

WHEREAS, Project Hunger was allocated $25,000 to create and implement a Food Backpack program for children and families within the City of Grand Island with the use of Community Development Block Grant Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with Project Hunger and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 6.w.

**Subject:** #2025-109 - Approving Grand Island Police Department's request to purchase one (1) 2025 Ford Maverick Super Crew Hybrid using State Contract Pricing

**Staff Contact:** Police Chief Kevin Denney

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**BACKGROUND:** The Grand Island Police Department is in need of purchasing one (1) 2025 Fork Maverick Hybrid Pick-Up to replace a totaled vehicle and maintain a functional fleet operation. The cost of purchasing this vehicle will be funded in part with the insurance reimbursement funds received by the City for the totaled Police vehicle.

**DISCUSSION:** Purchasing the new Ford Maverick Hybrid will allow the Police Department the ability to replace one of the two fleet vehicles that were totaled in two separate accidents in 2024. Purchasing a new vehicle will increase the safety and reliability of our undercover and travel vehicles.
This vehicle will be purchased using the State Contract # 16084(oc).

**FISCAL IMPACT:**

The purchase of one (1) 2025 Ford Maverick Super Crew Hybrid will be at a cost of $31,876.00. The insurance reimbursement check for the vehicle being replaced was $21,670.00. The balance of $10,206 will come from the approved vehicle/equipment budget of the Police Department.

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

**RECOMMENDATION:** The Grand Island Police Department recommends approval to purchase one (1) 2025 Ford Maverick Super Crew Hybrid at a cost of $31,876.00.

**SAMPLE MOTION:** Move to approve a resolution authorizing the purchase of one (1) 2025

Ford Maverick Super Crew Hybrid from Anderson Auto Group using State Contract Pricing for a cost of $31,876.00.

**ATTACHMENTS:**

1. Quote
2. Contract
3. Resolution

ANDERSON
www.AndersonAutoGroup.com

February 18th, 2025

Grand Island Police Department
Trent Hill

2025 Ford Maverick quote:

State contract # 16084

2025 Ford Maverick Super Crew AWD 2.5L Hybrid: $31,186
Carbonized gray exterior: included
Extra Key Fob: $295
Remote Start: $395
Power equipment group: Standard
Rearview camera: Standard
Pre-collision assist: Standard
Ford Bluetooth: Standard

ETA: 90 days

Total price: $31,876

**Bobby Colclasure**
*Anderson Auto Group*
*Commercial & Fleet Director*
*2500 Wildcat Dr., Lincoln, NE 68521*
***Cell-**402-617-4521*

Because People Matter...
We will serve your needs by always doing what is right.

Ford LINCOLN KIA mazda

**LINCOLN NORTH**
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

**LINCOLN SOUTH**
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
*(Opening Fall 2011)*

**GRAND ISLAND**
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

**ST. JOSEPH**
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

Docusign Envelope ID: A5C2481C-393A-4E27-8885-9B66A82007BE

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

| PAGE | ORDER DATE |
|---|---|
| 1 of 2 | 10/23/24 |
| BUSINESS UNIT | BUYER |
| 9000 | JOSHUA RIEKENBERG (AS) |

VENDOR NUMBER: 503856

VENDOR ADDRESS:

AFL, LLC
DBA ANDERSON FORD LINCOLN
2500 WILDCAT DR
PO BOX 83644
LINCOLN NE 68501-3644

**CONTRACT NUMBER**
**16084 OC**

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**NOVEMBER 08, 2024 THROUGH NOVEMBER 07, 2025**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 119949 O8

Contract to supply and deliver Ford Light & Heavy Duty Trucks (XLT Trim Level Only) to the State of Nebraska.

This is the initial term of the contract as amended.

The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:
Name: Bobby Colclasure
Phone: (402 617-4521
E-Mail: Bobby.Colclasure@andersonautogroup.com

For vehicle price sheet, see attachments A- B
For options price sheet, see attachments C- D
For minimum required specifications, see attachment E
For delivery instructions, see attachment F

(JR 10/24/2024)

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|---|---|---|---|---|
| 1 | FORD LIGHT & HEAVY DUTY TRUCKS (XLT TRIM LEVEL ONLY) SEE ATTACHMENT A SEE ATTACHMENT B | 1,000,000.0000 | $ | 1.0000 |
| 2 | OPTIONS | 100,000.0000 | $ | 1.0000 |

DS
RT
11/6/2024

DocuSigned by:
Joshua Riekenberg 11/6/2024
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BUYER

DocuSigned by:
11/7/2024
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MATERIEL ADMINISTRATOR

Docusign Envelope ID: A5C2481C-393A-4E27-8885-9B66A82007BE

# STATE OF NEBRASKA CONTRACT AWARD

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| 2 of 2 | 10/23/24 |
| BUSINESS UNIT | BUYER |
| 9000 | JOSHUA RIEKENBERG (AS) |

VENDOR NUMBER: 503856

**CONTRACT NUMBER**
**16084 OC**

| Line | Description | Estimated Quantity | Unit of Measure | Unit Price |
|---|---|---|---|---|
| | SEE ATTACHMENT C<br>SEE ATTACHMENT D | | | |



BUYER INITIALS

| Attachment A<br>Ford<br>Light Duty Trucks | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Bid Code** | **Make** | **Model** | **Cab** | **Bed** | **Year or Current Production Year** | **Body style** | **Trim** | **Drive** | **Engine** | **Engine** | **Engine** | |
| **F9** | **Ford** | **Mavrick** | | | | | | | **2.5L Hybrid** | | | |
| F9A | Ford | Mavrick | Super | 54" | 2025 | Mid size Truck | XLT | AWD | $31,186 | | | |
| F9B | Ford | Mavrick | Super | 54" | 2025 | Mid size Truck | XLT | FWD | $28,927 | | | |
| **F10** | **Ford** | **Ranger** | | | | | | | **2.3L EcoBoost** | **2.7L Eco Boost** | | |
| F10A | Ford | Ranger | Super Crew | 5' | 2025 | Truck | XLT | 4x2 | $31,540 | | | |
| F10B | Ford | Ranger | Super Crew | 5' | 2025 | Truck | XLT | Part- time 4x4 | $37,220 | $39,179 | | |
| **F10** | **Ford** | **F150** | | | | | | | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** | |
| F10E | Ford | F150 | Super Cab | 6-1/2' | 2025 | Truck | XLT | 4x2 | $36,879 | $40,810 | $41,310 | |
| F10F | Ford | F150 | Super Cab | 6-1/2' | 2025 | Truck | XLT | 4x4 | $42,252 | $44,683 | $44,983.00 | |
| **F10** | **Ford** | **F150** | | | | | | | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** | |
| F10I | Ford | F150 | SuperCrew | 5-1/2' | 2025 | Truck | XLT | 4x2 | $36,974 | $41,905 | $41,905 | |
| F10J | Ford | F150 | SuperCrew | 5-1/2' | 2025 | Truck | XLT | 4x4 | $42,487 | $45,931 | $46,331.00 | |
| **F10** | **Ford** | **F150** | | | | | | | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** | |
| F10L | Ford | F150 | SuperCrew | 6-1/2' | 2025 | Truck | XLT | 4x4 | $46,446 | $45,246 | $46,089.00 | |

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|---|---|
| **Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.**<br>**NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP** | 5% |

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**Attachment B**
**Ford**
**Heavy Duty Trucks**

| Bid Code | Make | Model | Cab | Bed | Year or Current Production Year | Body style | Trim | Drive | Engine | Engine | Engine | Engine | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11B | Ford | F250 | Reg | 8' | 2025 | Truck | XLT | 4x4 | | $47,951 | $56,156 | $56,813 | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11F | Ford | F250 | SuperCab | 8' | 2025 | Truck | XLT | 4x4 | $48,662 | $49,924 | $58,329 | $59,386 | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11H | Ford | F250 | Crew Cab | 6-3/4' | 2025 | Truck | XLT | 4x4 | $49,965 | $50,997 | $59,732 | $60,789 | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11J | Ford | F250 | Crew Cab | 8' | 2025 | Truck | XLT | 4x4 | $50,251 | $52,213 | $59,918 | $60,975 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12A | Ford | F350 | Reg | 8' | 2025 | Truck | XLT | 4x2 | | $49,243 | | | |
| F12B | Ford | F350 | Reg | 8' | 2025 | Truck | XLT | 4x4 | $45,767 | $48,129 | $56,934 | $57,991 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12G | Ford | F350 | SuperCab | 8' | 2025 | Truck | XLT | 4x2 | | $50,497 | | | |
| F12H | Ford | F350 | SuperCab | 8' | 2025 | Truck | XLT | 4x4 | $48,340 | $50,902 | $59,507 | $60,564 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12L | Ford | F350 | Crew Cab | 6-3/4' | 2025 | Truck | XLT | 4x4 | $49,738 | $53,250 | $60,905 | $61,962 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12M | Ford | F350 | Crew Cab | 8' | 2025 | Truck | XLT | 4x2 | | $51,910 | | | |
| F12N | Ford | F350 | Crew Cab | 8' | 2025 | Truck | XLT | 4x4 | $49,919 | $53,501 | $60,989 | $62,143 | |
| | | | | | | | | | | | | | |

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|---|---|
| **Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.**<br>**NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP** | 5% |

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**Attachment C**
**Ford - Options**
***NON-CORE/ CATALOG OPTIONS***

| Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.<br>NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP | 0% |
|---|---|

| Ford - Light Truck | | | Additional Key/ Keyfob | Remote Vehicle Start | Protective Vinyl Body molding | Reverse Sensing System | Trailer/Towing Package | Extra Cost Paint | Trailer Sway Control System | Running Boards | Front/ Rear Splash Gards | All Weather Floor Mats | Back up Camrea | Full Size Spare Tire | All Season Tires |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F9** | **Ford** | **Mavrick** | | | | | | | | | | | | | |
| F9A | Ford | Mavrick | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | $ 395.00 | included |
| F9B | Ford | Mavrick | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | $ 395.00 | included |
| **F10** | **Ford** | **Ranger** | | | | | | | | | | | | | |
| F10A | Ford | Ranger | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | $ 395.00 | included |
| F10B | Ford | Ranger | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | $ 395.00 | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10A | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F10B | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10C | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F10D | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10E | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F10F | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10G | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F10H | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10I | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F10J | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10K | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F10L | Ford | F150 | $ 295.00 | $ 395.00 | $ 695.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |

| Ford - Light Truck | | | Front & Rear Splashguards | Spray in Bed liner | Lay in Bed liner | Tonneau Cover soft | Tonneau Cover Hard | Snow Plow V Plow | Intergrated Brake Control System | Locking Tailgate | Sliding Rear Window | Non Standard Gear Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F9** | **Ford** | **Mavrick** | | | | | | | | | | |
| F9A | Ford | Mavrick | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F9B | Ford | Mavrick | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **Ranger** | | | | | | | | | | |
| F10A | Ford | Ranger | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10B | Ford | Ranger | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **F150** | | | | | | | | | | |
| F10A | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10B | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **F150** | | | | | | | | | | |
| F10C | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10D | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **F150** | | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| F10E | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10F | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **F150** | | | | | | | | | | |
| F10G | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10H | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **F150** | | | | | | | | | | |
| F10I | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10J | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| **F10** | **Ford** | **F150** | | | | | | | | | | |
| F10K | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |
| F10L | Ford | F150 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 9,995.00 | $ 425.00 | included | $ 495.00 | $ 570.00 |

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**Attachment D**
**Ford - Options**
***NON-CORE/ CATALOG OPTIONS***

| Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.<br>NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP | 0% |
|---|---|

| Ford - HD Truck | | | Additional Key/ Keyfob | Remote Vehicle Start | Protective Vinyl Body molding | Reverse Sensing System | Trailer/Towing Package | Extra Cost Paint | Trailer Sway Control System | Running Boards | Front/ Rear Splash Gards | All Weather Floor Mats | Back up Camrea | Full Size Spare Tire | All Season Tires |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11A | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F11B | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11C | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F11D | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11E | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F11F | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11G | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F11H | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11I | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F11J | Ford | F250 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12A | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F12B | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12E | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F12F | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12G | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F12H | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12K | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F12L | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12M | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |
| F12N | Ford | F350 | $ 295.00 | $ 395.00 | $ 795.00 | $ 395.00 | included | $ 395.00 | included | $ 795.00 | $ 295.00 | $ 165.00 | included | included | included |

| Ford - HD Truck Options | | | Front & Rear Splashguards | Spray in Bed liner | Lay in Bed liner | Tonneau Cover soft | Tonneu Cover hard | Utility Box SRW | Utility Box Paint | Snow Plow V Plow | Snow plow Prep Package | Intergrated Brake Control System | Locking Tailgate | Sliding Rear Window | Non Standard Gear Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11A | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F11B | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11C | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F11D | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| F11E | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F11F | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11G | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F11H | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11I | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F11J | Ford | F250 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12A | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F12B | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12E | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F12F | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12G | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F12H | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12K | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F12L | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12M | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |
| F12N | Ford | F350 | $ 295.00 | $ 695.00 | $ 559.00 | $ 795.00 | $ 1,495.00 | $ 14,985.00 | $ 895.00 | $ 9,995.00 | $ 250.00 | $ 425.00 | included | $ 695.00 | $ 570.00 |

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# Attachment E

| Minimum Required Specifications<br>(All items should be Origianal Equipment Manufacturer (OEM)) |
|---|
| Heating/ Air Conditioning w/ Controls |
| Automatic Transmission |
| Power Steering |
| Power Windows |
| Power Locks |
| AM/FM Radio |
| Full Carpeting or Rubberized Floor Covering |
| Floor Mats all areas |
| Two Keys/ Key fobs with Keyless entry |
| Front & Rear License Plate Bracket |
| Factory Headlights - High beam/ Low beam |
| Parking Lights |
| Dome light |
| Tailights |
| Reverse lights |
| Hazard and Breaking lights |
| Turn signals |
| Safety Glass All Windows |
| Lighting Controls |
| Crusie Control with Controls |
| Vehicle 100% Operatablity and Road ready |
| All Fluids necessary for operation at full level |
| Quarter (1/4) tank of fuel upon delivery |

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# Attachment F
# Delivery

| Delivery Instructions |
|---|
| All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order. |
| Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. |
| Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced. |
| Factory pre-delivery service is not acceptable. |
| Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned. |
| Dealer nameplates, decals, etc. shall not be affixed to the vehicle. |
| A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery. |
| After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination. |
| Odometer mileage:<br>a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer)<br>b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer). |
| Delivery hours are between **9:00** AM and **3:00** PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays. |
| All deliveries must be scheduled with the Agency Representative. |
| Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery. |
| The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. |
| Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein. |
| A signed copy of the PDI form shall be delivered with all other required documentation. |
| Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number. |
| Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract. |
| Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts. |
| All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys. |

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# State of Nebraska (State Purchasing Bureau)
# INVITATION TO BID FOR COMMODITIES CONTRACT

| SOLICITATION NUMBER | RELEASE DATE |
|---|---|
| 119949 O8 - E | 10/2/2024 |
| **OPENING DATE AND TIME** | **PROCUREMENT CONTACT** |
| (10/21/2024, Day, Year) 2:00 p.m. Central Time | Joshua Riekenberg |

## PLEASE READ CAREFULLY

## SCOPE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide Ford XLT Trucks Market Baskets for a commodity contract. A more detailed description can be found in Section **V.**. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be (one (1) years commencing upon execution of the contract by the State and the Vendor (Parties) / notice to proceed. The Contract includes the option to renew for one (1) additional one (1) year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to six (6) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT: https://das.nebraska.gov/materiel/bidopps.html

**IMPORTANT NOTICE**: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: https://statecontracts.nebraska.gov and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

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including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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# GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

**Addendum:** A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

**Agency:** All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

**Agent/Representative:** A person authorized to act on behalf of another

**Amend:** To alter or change by adding, subtracting, or substituting

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

**Best and Final Offer (BAFO):** In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

**Bid:** See Solicitation Response

**Bid Opening:** The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

**Bidder:** A Vendor who submits a Solicitation Response

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

**Business Day:** Any weekday, except State-recognized holidays

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

**Cancellation:** To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

**Catalog/Non-Core:** A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

**Change Order:** Document that provides amendments to an executed purchase order or contract

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

**Commodities:** Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties

**Confidential Information:** See Proprietary Information

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

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**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Award:** Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act.

**Contract Management:** The management of day-to-day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

**Contract Period:** The duration of the contract

**Contractor:** See Vendor

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

**Cost Sheet:** Commodities or Services specifically listed within the solicitation for evaluation

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

**Default:** The omission or failure to perform a contractual duty

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

**Evaluation:** The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

**Evaluation Committee:** Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country

**Goods:** See Commodities

**Installation Date:** The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

**Interested Party:** A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

**Invitation to Bid (ITB):** See Solicitation

**Late Solicitation Response:** A solicitation response received after the Opening Date and Time

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

**Mandatory:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

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**Module (see System):** A collection of routines and data structures that perform a specific function of software

**Must:** See Shall

**National Institute for Governmental Purchasing (NIGP)**: National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Non-core:** See Catalog

**Non-Responsive Solicitation Response:** Any bid that does not comply with the requirements of the solicitation or cannot be evaluated against the other bids

**Nonnegotiable:** These clauses are controlled by state law and are not subject to negotiation

**Opening Date and Time:** Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

**Outsourcing:** The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

**Payroll & Financial Center (PFC):** Electronic procurement system of record

**Performance Bond:** An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

**Personal Property:** See Commodities

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

**Program Error:** Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

**Proposal:** See Solicitation Response

**Proprietary Information:** Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and service no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

**Quote:** See Solicitation Response

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

**Release Date:** The date of public release of the solicitation

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**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

**Responsible Bidder:** A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Bidder:** A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

**Shall:** An order/command; mandatory

**Should:** Expected; suggested, but not necessarily mandatory

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software

**Solicitation:** A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

**Solicitation Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Solicitation Response:** An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

**Subcontractor:** Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

**Termination:** Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

**Trade Secret:** Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**Upgrade:** Any change that improves or alters the basic function of a product of service

**Vendor:** An individual or entity lawfully conducting business with the State. or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

**Will:** See Shall

**Work Day:** See Business Day

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# ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ICT** – Information and Communication Technology

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

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I

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Ford XLT Trucks Market Basket at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

## B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

| | |
|---|---|
| ITB Number: | 119949 O8 - E |
| Name: | Joshua Riekenberg Procurement Contract Officer(s) |
| Agency: | State Purchasing Bureau |
| Address: | 1526 K Street, Suite 130<br>Lincoln, NE 68508 |
| Telephone: | 402-471-6500 |
| E-Mail: | as.materielpurchasing@nebraska.gov |

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a Vendor's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

## C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

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| ACTIVITY | | DATE/TIME |
|---|---|---|
| 1. | Release solicitation | (October 2, 2024) |
| 2. | Last day to submit written questions<br><br>ShareFile link for uploading questions:<br>https://nebraskastategov.sharefile.com/r-rd04f77d2840f48188f3db98e76fa8aaf | (October 9, 2024) |
| 3. | State responds to written questions through a solicitation "Addendum" to be posted to the Internet at:<br>https://das.nebraska.gov/materiel/bidopps.html | (October 14, 2024) |
| 4. | Bid Opening – Online via Webex Meeting<br>Join link:<br>https://sonvideo.webex.com/sonvideo/j.php?MTID=ma567ce71486c90778cc21c717947f765<br><br>Webinar number:<br>2487 306 6574<br><br>Webinar password:<br>M3kx2n4xz7x (63592649 when dialing from a phone or video system)<br><br>Join by phone<br>+1-408-418-9388 United States Toll<br><br>Access code: 248 730 66574<br><br>IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES BY THE OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.<br><br>ShareFile Electronic Solicitation Response submissions Link:<br>https://nebraskastategov.sharefile.com/r-raa89f2bfb10242bb833209ab075bc981 | (October 21, 2024)<br>2:00 PM<br>Central Time( |

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "Solicitation Number119949 O8 - E; Ford XLT Trucks Market Basket Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C. It is recommended that Vendors submit questions using the following format.

| Solicitation Section Reference | Solicitation Page Number | Question |
|---|---|---|
| | | |

Written answers will be posted at https://das.nebraska.gov/materiel/bidopps.html per the Schedule of Events.

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)**

All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify

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that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf. This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

**G. DEVIATIONS FROM THE SOLICITATION**

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF SOLICITATION RESPONSES**

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: https://das.nebraska.gov/materiel/bidopps.html.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. **Bidders must submit responses via ShareFile using the solicitation submission link.**
Note: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the solicitation submission link, the bidder will be prompted to enter

contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section **C.**.

**a.** The Solicitation response and Proprietary information should be uploaded as separate and distinct files.

- **i.** If duplicated responses are submitted, the State will retain only the most recently submitted response.
- **ii.** If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
- **iii.** It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

**b.** ELECTRONIC SOLICITATION RESPONSE FILE NAMES
The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:

- **i.** 119949 O8 - A, Company Name
  If multiple files are submitted for one solicitation response, add number of files to file names:
  119949 O8 – A Company Name File 1 of 2.
  119949 O8 – A Company Name File 2 of 2.
- **ii.** If multiple responses are submitted for the same solicitation, add the response number to the file names:
- **iii.** 119949 O8 - A Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

## I. SOLICITATION PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

## J. FAILURE TO COMPLY WITH SOLICITATION

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

## K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:

   a. Corrected 119949 O8 - A Company Name Response #1 File 1 of 2,
   b. Corrected 119949 O8 – A Company Name Response #2 File 2 of 2, etc.

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Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE SOLICITATION RESPONSES**

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

**M. BID OPENING**

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

**N. SOLICITATION REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

- **a.** Original Contractual Agreement Form signed manually in ink or by DocuSign;
- **b.** Clarity and responsiveness;
- **c.** Completed Sections II through V;
- **d.** Completed Cost Sheet.

**O. EVALUATION COMMITTEE**

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

**P. EVALUATION OF SOLICITATION RESPONSES**

All solicitation responses that are deemed responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section HI.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible Vendor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Vendor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,

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2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Vendor from consideration of the preference.

**Q. BEST AND FINAL OFFER**

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

**R. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

**S. AWARD**

The State reserves the right to evaluate solicitation responses and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of an opening;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Vendor qualifications and capabilities;
6. State contract management requirements and/or costs; and

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: https://das.nebraska.gov/materiel/bidopps.html

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

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**T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

**"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)**

**U. REJECTION OF SOLICITATION RESPONSES**

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

**V. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Sections. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

**W. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator or his or her designee will be the sole judge of equivalency. The Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item within the solicitation response is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**X. CORE LIST AND CATALOG/NON-CORE**

The State of Nebraska intends to enter into a Contract(s) for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing items not called out in the Core List, as shown in Attachment E,F119949 O8 - E, COST SHEET.

**a.** The Core List shall contain the most repetitively purchased items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.

**b.** The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

**c.** Catalog/Non-Core List items are defined as those additional items available from the Vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer Vendor's price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.

**d.** All items not included on the Core List shall be considered Catalog/Non-Core Items.

**e.** At the request of the State Purchasing Bureau, the Vendor shall block availability on certain Catalog/Non-Core items as identified by State Purchasing Bureau (i.e., printing, weapons, furniture, vehicles, micrographic equipment/copiers, mail equipment, and office supplies).

**f.** Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions.

**g.** A manufacturer's model/number has been provided for each item, if requested.

**h.** In those cases where items may have been more than one brand name, the Vendor may submit a solicitation response on either brand. Please indicate which brand was proposed. Vendor must complete Attachment H, I, J, K, L, 119949 O8 - A, COST SHEET. Pay special attention to the unit of measure.

i. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Vendor must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.

j. The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

k. The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.

l. A firm percentage rate must be quoted by item or category, but a percentage range will not be considered by item or category.

After award of the contract(s), the Vendor shall supply additional copies of the current catalog or price list used for this solicitation for distribution to any requesting state agency at no charge within ten (10) business days of request.

Additional catalogs and/or price lists may be required and shall be provided without charge.

Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request and without charge.

Vendor will not substitute any Core List item that has been awarded without prior written approval of State Purchasing Bureau.

**Y. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES**

Vendor may offer solicitation responses which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such responses if, in the judgment of SPB, the response will result in goods and/or services equivalent to or better than those which would be supplied in the original solicitation specifications. Vendor must indicate on the solicitation the manufacturer's name, number and shall submit with their response, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. Responses which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the response will be accepted as in strict compliance with all terms, conditions and specification, and the Vendor shall be held liable therefore.

**Z. SOLICITATION TABULATIONS**

Solicitation tabulations are available on the website at: https://das.nebraska.gov/materiel/bidopps.html.

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# II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

| Accept All Terms and Conditions Within Section as Written (Initial) | Exceptions Taken to Terms and Conditions Within Section as Written (Initial) | **Exceptions:**<br>(Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|---|---|---|
| BS | | |

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the solicitation response. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

1. The contract resulting from this solicitation shall incorporate the following documents:

   a. Solicitation including any attachments and addenda;
   b. Questions and Answers;
   c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
   d. Addendum to Contract Award (if applicable);and
   e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

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4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of SPB*****

**G. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**H. NOTICE OF POTENTIAL VENDOR BREACH**

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**I. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**J. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**K. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**L. INDEMNIFICATION**

**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

3. **PERSONNEL**

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Vendor.

4. **SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

5. **ALL REMEDIES AT LAW**

Nothing in this contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, Vendors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

M. **ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

N. **ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for

performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**P. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

**R. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
   - **a.** if directed to do so by statute;
   - **b.** Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   - **c.** a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
   - **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
   - **e.** an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
   - **f.** a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
   - **g.** Vendor intentionally discloses confidential information;
   - **h.** Vendor has or announces it will discontinue support of the deliverable; and,
   - **i.** In the event funding is no longer available.

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**S. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**T. PROHIBITED PRODUCTS**

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

**U. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

**V. ACCEPTABLE BRANDS**

Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified (Ford)

**W. ACCEPTABLE GOODS**

All products proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features.

Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the solicitation response on the IDENTICAL equipment proposed.

Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the solicitation response.

If manufacturer's information necessary to show compliance with these specifications is not attached to the solicitation response, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the solicitation response.

**X. DELIVERY ARO**

Delivery desired within 180 days after receipt of order(s).

At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

**Y. ORDERS**

Orders will be placed either by, phone, e-mail, or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The Vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

**Z. QUALITY**

Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this solicitation.

Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

**AA. PACKAGING**

Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.

Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.

**BB. ANNUAL USAGE, ESTIMATED**

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

**Annual usage of $200,000.00.**

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# III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

| Accept All Vendor Duties Within Section as Written (Initial) | Exceptions Taken to Vendor Duties Within Section as Written (Initial) | Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|---|---|---|
| | | |

**A. INDEPENDENT VENDOR / OBLIGATIONS**

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**E. COOPERATION WITH OTHER VENDORS**

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

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**F. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**G. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**H. PERMITS, REGULATIONS, LAWS**

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. ANTITRUST**

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**J. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

**K. STATE PROPERTY**

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**L. SITE RULES AND REGULATIONS**

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

**M. ADVERTISING**

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

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**N. DISASTER RECOVERY/BACK UP PLAN**

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**P. WARRANTY**

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

**Q. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

**R. USAGE REPORT**

The Vendor shall, upon request by the State Purchasing Bureau, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

**a.** Agency name, item(s), and dollar amount and shall include the information of the time period requested.

**b.** Fill rate information for Core List and Catalog/Non-Core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.

Usage reports by agency and statewide indicating the numbers of each Core List and Catalog/Non-Core item sold.

Any additional report the State Purchasing Bureau may deem necessary.

**S. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

All Vendors must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid opening. Solicitation responses will only be accepted from Vendors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

**T. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

The Federal Standards and Regulations in this section are in addition to the clauses below. All vehicles in the solicitation response must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links.

https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500

https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rgn=div5

**U. LIFE CYCLE COST**

1. Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.
2. Vendor must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a Vendor's submission to be considered on the basis of life cycle costs, the Vendor must supply the information requested on the Life-Cycle Cost

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Analysis for Heavy Equipment / Vendor Submission form provided by SPB. Life-cycle cost information considered for purposes of a solicitation response will include only the life-cycle cost information as submitted with the solicitation response by the Vendor. SPB will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a price based on life-cycle costs, the solicitation response will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's solicitation response based on acquisition costs will be considered if the requirements of that solicitation are met independently of the solicitation based on life-cycle costs.

3. Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Vendors and the State as indicated in the Life Cycle Cost Analysis Form.
4. The Vendor or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Vendor is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment proposed.
5. SPB may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost solicitation response is submitted, the award will only be based on acquisition cost.
6. The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract.

**V. AUTHORIZED DEALER & WARRANTY**

To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.

The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

**W. DELIVERY LOCATIONS / INSTRUCTIONS**

Vendor must provide products to all applicable delivery locations/instructions.

Please See Attachment B: Delivery.

**X. Vendor Communication**

Awarded bidder will be in constant communication with a SPB representative regarding all order bank information. This includes but is not limited to the following:

1. Make and model pricing availability dates
2. Order bank open and close dates
3. Any other pertinent information regarding the awarded makes and models of the contract
4. Failure to communicate effectively with the SPB representative could result in vendor performance complaints which can result in contract termination.

Failure to communicate effectively with the SPB representative could result in vendor performance complaints which can result in contract termination.

**Y. POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS**

The Vendor shall be responsible for accessing potential recall notices from the NHTSA, as well as any manufacturer initiated customer service actions prior to delivering the vehicles to the State Agency location. If a recall or customer service action is found for the vehicle being delivered to the State Agency, the Vendor should complete the necessary action(s) prior to the delivery. If the Vendor is unable to address the required recall or customer service action(s) prior to delivery, the Vendor must inform the ordering State Agency of the "open" recall or customer service action upon delivery. The Vendor shall then assist the State Agency in getting the recall or customer service action(s) completed as quickly as possible.

**Z. ENVIRONMENTAL PROTECTION AGENCY HIGHWAY MILEAGE**

Provided separately, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: www.fueleconomy.gov

**AA. MODEL YEAR "CUT-OFF" & "BUILD OUT" DATES**

The Vendor is to provide, with their bid, the model year "Cut-off" date(s), if known. If the "Cut-Off" date is not available at the time of bidding, the Awarded Vendor(s) should contact SPB immediately when "Cut-off" dates are announced by the Awarded Vendor(s)/Manufacturer(s).

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The Vendor is responsible for providing SPB the following "Cut-Off" & "Build Out" date(s) information immediately for vehicles that have been awarded through the State:

The "Cut-Off" and/or "Build Out" date(s).

The Corresponding Contract number(s) for each "Cut-Off" and/or "Build Out" date(s) is in the Email "Subject Line" and in the body of the Email.

The reason for the "Cut-Off" date(s), if known.

Submitting Model Year Order "Cut-Off" date(s) does not change the awarded contract period and does not automatically terminate the contract. In the event the Vendor is not able to offer the Contracted current model year vehicle, at the contracted price or below, it is the Vendor's responsibility to notify SPB immediately.

Send current Model Year Order "Cut-Off" date(s) and any pertinent vehicle information via email to: DAS State Purchasing Bureau as.materielpurchasing@nebraska.gov

**BB.**

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# IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

| Accept All Payment Clauses Within Section as Written (Initial) | Exceptions Taken to Payment Clauses Within Section as Written (Initial) | Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|---|---|---|
| | | |

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**
Neb. Rev. Stat. § 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Nonnegotiable)**
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

**C. INVOICES (Nonnegotiable)**
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

**E. PAYMENT (Nonnegotiable)**
Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

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# V. TECHNICAL SPECIFICATIONS

## A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

"YES" response means the Vendor guarantees they can meet this condition.

"NO" response means the Vendor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.

## B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

## C. 2025 Market Basket

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|---|---|---|---|
| X | | | 1. See Attached Document Ford (F) Market basket:<br>**a.** Attachment A (Cover Sheet)<br>**b.** Attachment B (Delivery)<br>**c.** Attachment C (Light Duty Truck)<br>**d.** Attachment D (Heavy Duty Truck)<br>**e.** Attachment E (Light Duty Truck - Options)<br>**f.** Attachment F (Heavy Duty Truck - Options) |
| **NOTES/COMMENTS:** | | | |

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## CONTRACTUAL AGREEMENT FORM

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

__X__ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

| | |
|---|---|
| BIDDER: | Anderson Ford of Lincoln |
| COMPLETE ADDRESS: | 2500 Wildcat Dr. Lincoln, NE 68521 |
| TELEPHONE NUMBER: | 402-617-4521 |
| FAX NUMBER: | N/a |
| EMAIL ADDRESS: | bobby.colclasure@andersonautogroup.com |
| DATE: | 10/15/2024 |
| SIGNATURE: | Bobby Colclasure |
| TYPED NAME & TITLE OF SIGNER: | Bobby Colclasure / Fleet Director |

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# FORD Vehicle Market Basket - 119949 O8 - A
# Cover Sheet - Attachment A

**NON-COMPLIANCE STATEMENT:**
Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

| Yes | No | No & Provide Alternative | Minimum Required Specifications (All items should be Origianal Equipment Manufacturer (OEM)) | Notes/ Comments |
|---|---|---|---|---|
| x | | | Heating/ Air Conditioning w/ Controls | |
| x | | | Automatic Transmission | |
| x | | | Power Steering | |
| x | | | Power Windows | |
| x | | | Power Locks | |
| x | | | AM/FM Radio | |
| x | | | Full Carpeting or Rubberized Floor Covering | |
| x | | | Floor Mats all areas | |
| x | | | Two Keys/ Key fobs with Keyless entry | |
| x | | | Front & Rear License Plate Bracket | |
| x | | | Factory Headlights - High beam/ Low beam | |
| x | | | Parking Lights | |
| x | | | Dome light | |
| x | | | Tailights | |
| x | | | Reverse lights | |
| x | | | Hazard and Breaking lights | |
| x | | | Turn signals | |
| x | | | Safety Glass All Windows | |
| x | | | Lighting Controls | |
| x | | | Crusie Control with Controls | |
| x | | | Vehicle 100% Operatablity and Road ready | |
| x | | | All Fluids necessary for operation at full level | |
| x | | | Quarter (1/4) tank of fuel upon delivery | |

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# Attachment B
# Delivery

**NON-COMPLIANCE STATEMENT:**
Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

| Yes | No | No & Provide Alternative | Delivery Instructions | Notes/ Comments |
|---|---|---|---|---|
| x | | | All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order. | |
| x | | | Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. | |
| x | | | Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced. | |
| x | | | Factory pre-delivery service is not acceptable. | |
| x | | | Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned. | |
| x | | | Dealer nameplates, decals, etc. shall not be affixed to the vehicle. | |
| x | | | A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery. | |
| x | | | After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination. | |
| x | | | Odometer mileage:<br>a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer)<br>b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer). | |
| x | | | Delivery hours are between **9:00** AM and **3:00** PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays. | |
| x | | | All deliveries must be scheduled with the Agency Representative. | |
| x | | | Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery. | |
| x | | | The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. | |
| x | | | Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein. | |
| x | | | A signed copy of the PDI form shall be delivered with all other required documentation. | |
| x | | | Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number. | |
| x | | | Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract. | |
| x | | | Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts. | |
| x | | | All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys. | |

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| Attachment C<br>Ford<br>Light Duty Trucks | | | | | | | Bidding Instructions:<br>Bidder must bid a trim/option level that meets or exceeds the minimum requirements.<br>These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A).<br>Any alternative bid will be excluded from evaluation but may be incorportated into a resulting contract award | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Bid Code** | **Make** | **Model** | **Cab** | **Bed** | **Year or Current Production Year** | **Body style** | **Trim** | **Drive** | **Engine** | **Engine** | **Engine** | **Engine** |
| **F9** | **Ford** | **Mavrick** | | | | | | | **2.0L Eco Boost** | 2.5L Hybrid | | |
| F9A | Ford | Mavrick | Super | 54" | 2025 | Mid size Truck | XLT | AWD | Only hybrid available | $31,186 | | |
| F9B | Ford | Mavrick | Super | 54" | 2025 | Mid size Truck | XLT | FWD | Only hybrid available | $28,927 | | |
| **F10** | **Ford** | **Ranger** | | | | | | | **2.3L EcoBoost** | **2.7L Eco Boost** | **3.0 Eco Boost** | |
| F10A | Ford | Ranger | Super Crew | 5' | 2025 | Truck | XLT | 4x2 | $31,540 | N/A | N/A | |
| F10B | Ford | Ranger | Super Crew | 5' | 2025 | Truck | XLT | Part- time 4x4 | $37,220 | $39,179 | N/A | |
| **F10** | **Ford** | **F150** | | | | | | | **3.3L V6** | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** |
| F10A | Ford | F150 | Reg | 6-1/2' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A |
| F10B | Ford | F150 | Reg | 6-1/2' | 2025 | Truck | XLT | 4x4 | N/A | N/A | N/A | N/A |
| **F10** | **Ford** | **F150** | | | | | | | **3.3L V6** | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** |
| F10C | Ford | F150 | Reg | 8' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A |
| F10D | Ford | F150 | Reg | 8' | 2025 | Truck | XLT | 4x4 | N/A | N/A | N/A | N/A |
| **F10** | **Ford** | **F150** | | | | | | | **3.3L V6** | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** |
| F10E | Ford | F150 | Super Cab | 6-1/2' | 2025 | Truck | XLT | 4x2 | N/A | $36,879 | $40,810 | $41,310 |
| F10F | Ford | F150 | Super Cab | 6-1/2' | 2025 | Truck | XLT | 4x4 | N/A | $42,252 | $44,683.00 | $44,983.00 |
| **F10** | **Ford** | **F150** | | | | | | | **3.3L V6** | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** |
| F10G | Ford | F150 | Super Cab | 8' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A |
| F10H | Ford | F150 | Super Cab | 8' | 2025 | Truck | XLT | 4x4 | N/A | N/A | N/A | N/A |
| **F10** | **Ford** | **F150** | | | | | | | **3.3L V6** | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** |
| F10I | Ford | F150 | SuperCrew | 5-1/2' | 2025 | Truck | XLT | 4x2 | N/A | $36,974 | $41,905 | $41,905 |
| F10J | Ford | F150 | SuperCrew | 5-1/2' | 2025 | Truck | XLT | 4x4 | N/A | $42,487 | $45,931.00 | $46,331.00 |
| **F10** | **Ford** | **F150** | | | | | | | **3.3L V6** | **2.7L Eco Boost** | **5.0L V8** | **3.5L V6 Ecoboost** |
| F10K | Ford | F150 | SuperCrew | 6-1/2' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A |
| F10L | Ford | F150 | SuperCrew | 6-1/2' | 2025 | Truck | XLT | 4x4 | N/A | $46,446 | $45,246.00 | $46,089.00 |

| | |
|---|---|
| Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.<br>NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP | 5% |

| Duty Trucks Options | | | F9 | F10 | | | | |
|---|---|---|---|---|---|---|---|---|
| nal Key/ KeyFob | | | | | | | | |
| te Vehicle Start | | | | | | | | |
| | | | | | | | | |
| ckage if Applicable | | | | | | | | |
| Sensing System | | | | | | | | |
| Spare Tire | | | | | | | | |
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| | | | | | | | | |
| andard Paint | | | | | | | | |
| anufacturer Warranty | | | | | | | | |
| ra Cost Paint | | | | | | | | |
| season Tires | | | | | | | | |
| | | | | | | | | |
| Provide a standard | | | | | | | % | |

| Ford Light Duty Truck Trim | | | |
|---|---|---|---|
| F9 | XL | XLT | LARIAT |
| F9A | | | |
| F9B | | | |
| F10 | XL | XLT | LARIAT |
| F10A | | | |
| F10B | | | |
| F10C | | | |
| F0D | | | |
| F10E | | | |
| F10F | | | |
| F10G | | | |
| F10H | | | |
| F10I | | | |
| F10J | | | |
| F10K | | | |
| F10L | | | |

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| Attachment D<br>Ford<br>Heavy Duty Trucks | | | | | | Bidding Instructions:<br>Bidder must bid a trim/option level that meets or exceeds the minimum requirements.<br>These requirements can be found on the Minimum Requirements Cover Sheet (Attachment A).<br>Any alternative bid will be excluded from evaluation but may be incorportated into a resulting contract award | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Bid Code** | **Make** | **Model** | **Cab** | **Bed** | **Year or Current Production Year** | **Body style** | **Trim** | **Drive** | **Engine** | **Engine** | **Engine** | **Engine** | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11A | Ford | F250 | Reg | 8' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F11B | Ford | F250 | Reg | 8' | 2025 | Truck | XLT | 4x4 | N/A | $47,951 | $56,156 | $56,813 | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11C | Ford | F250 | SuperCab | 6-3/4' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F11D | Ford | F250 | SuperCab | 6-3/4' | 2025 | Truck | XLT | 4x4 | N/A | N/A | N/A | N/A | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11E | Ford | F250 | SuperCab | 8' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F11F | Ford | F250 | SuperCab | 8' | 2025 | Truck | XLT | 4x4 | $48,662 | $49,924 | $58,329 | $59,386 | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11G | Ford | F250 | Crew Cab | 6-3/4' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F11H | Ford | F250 | Crew Cab | 6-3/4' | 2025 | Truck | XLT | 4x4 | $49,965 | $50,997 | $59,732 | $60,789 | |
| **F11** | **Ford** | **F250** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F11I | Ford | F250 | Crew Cab | 8' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F11J | Ford | F250 | Crew Cab | 8' | 2025 | Truck | XLT | 4x4 | $50,251 | $52,213 | $59,918 | $60,975 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12A | Ford | F350 | Reg | 8' | 2025 | Truck | XLT | 4x2 | N/A | $49,243 | N/A | N/A | |
| F12B | Ford | F350 | Reg | 8' | 2025 | Truck | XLT | 4x4 | $45,767 | $48,129 | $56,934 | $57,991 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12E | Ford | F350 | SuperCab | 6-3/4' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F12F | Ford | F350 | SuperCab | 6-3/4' | 2025 | Truck | XLT | 4x4 | N/A | N/A | N/A | N/A | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12G | Ford | F350 | SuperCab | 8' | 2025 | Truck | XLT | 4x2 | N/A | $50,497 | N/A | N/A | |
| F12H | Ford | F350 | SuperCab | 8' | 2025 | Truck | XLT | 4x4 | $48,340 | $50,902 | $59,507 | $60,564 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12K | Ford | F350 | Crew Cab | 6-3/4' | 2025 | Truck | XLT | 4x2 | N/A | N/A | N/A | N/A | |
| F12L | Ford | F350 | Crew Cab | 6-3/4' | 2025 | Truck | XLT | 4x4 | $49,738 | $53,250 | $60,905 | $61,962 | |
| **F12** | **Ford** | **F350** | | | | | | | **6.8L V8 Gas** | **7.3L V8 Gas** | **6.7L V8 Diesel** | **6.7L V8 High output Diesel** | |
| F12M | Ford | F350 | Crew Cab | 8' | 2025 | Truck | XLT | 4x2 | N/A | $51,910 | N/A | N/A | |
| F12N | Ford | F350 | Crew Cab | 8' | 2025 | Truck | XLT | 4x4 | $49,919 | $53,501 | $60,989 | $62,143 | |

| | |
|---|---|
| Provide a standard percentage (%) discount for additional Manufacturer Models not listed above or that may have not been released at the time of this bid.<br>NOTE: DISCOUNT PERCENT (%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP | 5% |

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**Attachment E**
**Ford - Options**
***NON-CORE/ CATALOG OPTIONS***

| Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.<br>NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP | % |
|---|---|

| Ford - Light Truck | | | Additional Key/ Keyfob | Remote Vehicle Start | Protective Vinyl Body molding | Reverse Sensing System | Trailer/Towing Package | Extra Cost Paint | Trailer Sway Control System | Running Boards | Front/ Rear Splash Gards | All Weather Floor Mats | Back up Camrea | Full Size Spare Tire | All Season Tires |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F9** | **Ford** | **Mavrick** | | | | | | | | | | | | | |
| F9A | Ford | Mavrick | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | 395 | included |
| F9B | Ford | Mavrick | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | 395 | included |
| **F10** | **Ford** | **Ranger** | | | | | | | | | | | | | |
| F10A | Ford | Ranger | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | 395 | included |
| F10B | Ford | Ranger | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | 395 | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10A | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| F10B | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10C | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| F10D | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10E | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| F10F | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10G | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| F10H | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10I | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| F10J | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10K | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |
| F10L | Ford | F150 | 295 | 395 | 695 | 395 | 795 | 395 | included | 795 | 295 | 165 | included | included | included |

| Ford - Light Truck | | | Front & Rear Splashguards | Spray in Bed liner | Lay in Bed liner | Tonneau Cover soft | Tonneau Cover Hard | Utility Box SRW | Utility Box Paint | Snow Plow V Plow | Snow plow Prep Package | Intergrated Brake Control System | Locking Tailgate | Sliding Rear Window | Non Standard Gear Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F9** | **Ford** | **Mavrick** | | | | | | | | | | | | | |
| F9A | Ford | Mavrick | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | N/A | N/A | 425 | included | 495 | 570 |
| F9B | Ford | Mavrick | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | N/A | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **Ranger** | | | | | | | | | | | | | |
| F10A | Ford | Ranger | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | N/A | N/A | 425 | included | 495 | 570 |
| F10B | Ford | Ranger | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | N/A | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10A | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| F10B | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10C | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| F10D | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10E | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| F10F | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10G | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| F10H | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10I | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| F10J | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| **F10** | **Ford** | **F150** | | | | | | | | | | | | | |
| F10K | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |
| F10L | Ford | F150 | 295 | 695 | 559 | 795 | 1495 | N/A | N/A | 9995 | N/A | 425 | included | 495 | 570 |

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**Attachment F**
**Ford - Options**
***NON-CORE/ CATALOG OPTIONS***

| Provide a Standard percentage (%) discount for additional options not listed or that may have not been released at the time of this bid.<br>NOTE: DISCOUNT PRECENT(%) SHALL BE OFF OF CURRENT MANUFACTURER MSRP | % |
|---|---|

| Ford - HD Truck | | | Additional Key/ Keyfob | Remote Vehicle Start | Protective Vinyl Body molding | Reverse Sensing System | Trailer/Towing Package | Extra Cost Paint | Trailer Sway Control System | Running Boards | Front/ Rear Splash Gards | All Weather Floor Mats | Back up Camrea | Full Size Spare Tire | All Season Tires |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11A | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F11B | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11C | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F11D | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11E | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F11F | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11G | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F11H | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11I | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F11J | Ford | F250 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12A | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F12B | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12E | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F12F | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12G | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F12H | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12K | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F12L | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12M | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |
| F12N | Ford | F350 | 295 | 395 | 795 | 395 | included | 395 | included | 795 | 295 | 165 | included | included | included |

| Ford - HD Truck Options | | | Front & Rear Splashguards | Spray in Bed liner | Lay in Bed liner | Tonneau Cover soft | Tonneau Cover hard | Utility Box SRW | Utility Box Paint | Snow Plow V Plow | Snow plow Prep Package | Intergrated Brake Control System | Locking Tailgate | Sliding Rear Window | Non Standard Gear Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11A | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F11B | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11C | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 995 | 250 | 425 | included | 695 | 570 |
| F11D | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11E | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F11F | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11G | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F11H | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F11** | **Ford** | **F250** | | | | | | | | | | | | | |
| F11I | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F11J | Ford | F250 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12A | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F12B | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12E | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F12F | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12G | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F12H | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12K | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F12L | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| **F12** | **Ford** | **F350** | | | | | | | | | | | | | |
| F12M | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |
| F12N | Ford | F350 | 295 | 695 | 559 | 795 | 1495 | 14985 | 895 | 9995 | 250 | 425 | included | 695 | 570 |

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# 2025 RANGER SUPERCREW®



# COLOR & TRIM AVAILABILITY

| KEY INTERIOR ENVIRONMENT COLOR(S) (See below for Seat Color(s)) | | Ebony | Sandstone |
|---|---|---|---|
| XL STX APPEARANCE PACKAGE | • Cloth Bucket Front Seats; 8-Way Manual Adjustable Driver including Lumbar; 6-Way Manual Adjustable Passenger; Manual Reclining Seats; Flow-through console and floor shift | BH | |
| XLT | • Cloth Bucket Front Seats; 8-Way Manual Adjustable Driver including Lumbar; 6-Way Manual Adjustable Passenger; Manual Reclining Seats; Flow-through console and floor shift – XLT Standard (300A)<br>• Cloth Bucket Front Seats; 10-Way Power Adjustable Driver including Power Lumbar; 8-Way Power Adjustable Passenger including Power Lumbar; Heated Front-Seats; Flow-through console and floor shift – XLT High (301A) | BH | BU |
| LARIAT | • Leather-Trimmed Front Bucket Seats; 10-Way Power Adjustable Driver including Power Lumbar; 8-Way Power Adjustable Passenger including Power Lumbar; Heated Front-Seats; Flow-through console and floor shift | TH | TU |
| RAPTOR | • Leather-Trimmed Front Bucket Seats; 10-Way Power Adjustable Driver including Power Lumbar; 8-Way Power Adjustable Passenger including Power Lumbar; Heated Front-Seats; Flow-through console and floor shift) | 2H | |

| EXTERIOR COLOR | Order Code | Availability | |
|---|---|---|---|
| **XL STX APPEARANCE PACKAGE** | | | |
| SEAT COLOR | | Ebony | |
| Carbonized Gray Metallic | M7 | • | |
| ★Marsh Gray | T9 | • | |
| Oxford White | YZ | • | |
| ★Ruby Red Metallic Tinted Clearcoat[1] | RR | • | |
| Shadow Black | G1 | • | |
| ★Desert Sand | VA | • | |
| Velocity Blue Metallic | E7 | • | |
| **XLT** | | | |
| SEAT COLOR | | Ebony | Sandstone[2] |
| Azure Gray Metallic Tri-coat[1] | G4 | • | • |
| Carbonized Gray Metallic | M7 | • | • |
| ★Marsh Gray | T9 | • | • |
| Oxford White | YZ | • | • |
| ★Ruby Red Metallic Tinted Clearcoat[1] | RR | • | • |
| Shadow Black | G1 | • | • |
| ★Desert Sand | VA | • | • |
| Velocity Blue Metallic | E7 | • | • |
| **LARIAT** | | | |
| SEAT COLOR | | Ebony | Sandstone[2] |
| Azure Gray Metallic Tri-coat[1] | G4 | • | • |
| Carbonized Gray Metallic | M7 | • | • |
| ★Marsh Gray | T9 | • | • |
| Oxford White | YZ | • | • |
| ★Ruby Red Metallic Tinted Clearcoat[1] | RR | • | • |
| Shadow Black | G1 | • | • |
| ★Desert Sand | VA | • | • |
| Velocity Blue Metallic | E7 | • | • |
| **RAPTOR** | | | |
| SEAT COLOR | | Ebony | |
| Azure Gray Metallic Tri-coat[1] | G4 | • | |
| Carbonized Gray Metallic | M7 | • | |
| ★Marsh Gray | T9 | • | |
| Oxford White | YZ | • | |
| Shadow Black | G1 | • | |
| Shelter Green Metallic | DB | • | |
| ★Desert Sand | VA | • | |
| Velocity Blue Metallic | E7 | • | |

[1] Extra Charge Paint
[2] Not available with Black Appearance Pkg (76J)

★ = New for this model year

• = Available

Docusign Envelope ID: A5C2481C-393A-4E27-8885-9B66A82007BE



# 2025 MAVERICK® SUPERCREW®

# COLOR & TRIM AVAILABILITY

| | KEY INTERIOR ENVIRONMENT COLOR(S) (See below for Seat Color(s)) | Navy Pier | | | | | |
|---|---|---|---|---|---|---|---|
| XL | • Cloth Bucket Front-Seats ; Manual six-way adjustable driver and 4-way manual adjustable passenger ; Front Floor console w/ eShifter, armrest and storage bin | 9W | | | | | |
| XLT | • Unique Cloth Bucket Front-Seats ; Manual six-way adjustable driver and 4-way manual adjustable passenger ; Front Floor console w/ eShifter, armrest and storage bin | | 7B | | | | |
| XLT Black Appearance Package | • Unique Cloth Bucket Front-Seats ;Front Floor console w/ eShifter, armrest and storage bin | | | | | 8W | |
| LOBO | • ActiveX™ Trimmed Bucket Front-Seats w/ Grabber Blue and Electric Lime Stitching and Logo Accents ; Power eight-way adjustable w/ Power lumbar driver and 6-way adjustable manual passenger ; Front Floor console w/ eShifter, armrest and storage bin | | | 6W | | | |
| LARIAT | • ActiveX™ Trimmed Bucket Front-Seats ; Power eight-way adjustable w/ Power lumbar driver and 6-way adjustable manual passenger ; Front Floor console w/ eShifter, armrest and storage bin | | | | 6N | | |
| LARIAT Black Appearance Package | • ActiveX™ Trimmed Bucket Front-Seats ; Power eight-way adjustable w/ Power lumbar driver and 6-way adjustable manual passenger ; Front Floor console w/ eShifter, armrest and storage bin | | | | | 6W | |
| TREMOR® | • ActiveX™ Trimmed Bucket Front-Seats w/ Orange Stitching and Logo Accents ; Power eight-way adjustable w/ Power lumbar driver and 6-way adjustable manual passenger ; Front Floor console w/ eShifter, armrest and storage bin | | | | | | 6W |

| EXTERIOR COLOR | Order Code | XL | XLT | LOBO | LARIAT | BLACK PACKAGE | TREMOR® |
|---|---|---|---|---|---|---|---|
| | | Availability | | | | | |
| Seat Color | | Black Onyx / Dark Slate | Navy Pier / Aspen Gray | Black Onyx | Smoked Truffle | Black Onyx | Black Onyx |
| Azure Gray Metallic Tri-Coat[1] | G4 | | • | | • | • | • |
| Carbonized Gray Metallic | M7 | • | • | • | • | • | • |
| ★Eruption Green | FA | • | • | | • | • | • |
| Oxford White | YZ | • | • | • | • | • | • |
| Shadow Black | G1 | • | • | • | • | • | • |
| ★Space White Metallic | A3 | • | • | | • | • | • |
| ★Ruby Red Metallic Tinted Clearcoat[1] | RR | | • | | • | • | • |
| Desert Sand | VA | • | • | | • | • | • |
| ★Velocity Blue | E7 | • | • | • | • | • | • |

[1] Extra Charge Paint

Docusign Envelope ID: A5C2481C-393A-4E27-8885-9B66A82007BE



# REGULAR CAB / SUPERCAB / SUPERCREW®

# COLOR & TRIM AVAILABILITY

| | KEY INTERIOR ENVIRONMENT COLOR(S) (See below for Seat Color(s)) | Black / Medium Dark Slate | Black/ Smoked Truffle | Black | Black/ Bronze | Black/ Slate Gray |
|---|---|---|---|---|---|---|
| XL | • Vinyl 40/20/40 Front-Seat<br>• Cloth 40/20/40 Front-Seat (standard seat)<br>• Cloth 40/Console/40 Front-Seats with manual driver/passenger lumbar. Flow-through Console with steering column mounted shifter (104A/Pro) | AS<br>CS<br>US | | | | |
| STX / STX BLACK APPEARANCE PACKAGE | • Unique Sport Cloth 40/Console/40 Front-Seats with manual driver/passenger lumbar and Lime Accent. Flow-through Console with steering column mounted shifter. | | | DB | | |
| STX 201A | • Unique Cloth 40/Console/40 Front-Seats. Flow-through Console with steering column mounted shifter. | | | | 8B | |
| XLT | • Cloth 40/20/40 Front-Seat (300A only)<br>• Cloth 40/20/40 Front-Seat with folding armrest and storage, manual driver lumbar Flow-through Console with steering column mounted shifter (301A)<br>• Cloth 40/Console/40 Front-Seats with manual driver/passenger lumbar (301A), power driver/manual passenger lumbar (302A), power driver/passenger lumbar (303A). Flow-through Console with steering column mounted shifter | CS<br>MS<br>US | 6B<br>7B | | | |
| XLT BLACK APPEARANCE PACKAGE | • Unique Sport Cloth 40/Console/40 Front-Seats, power driver/manual passenger lumbar (Mid), power driver/passenger lumbar (High). Flow-through Console with floor shifter.<br>• ActiveX® Seating Material40/Console/40 Front-Seats, power driver/passenger lumbar. Flow-through Console w/ floor shifter – XLT Black Appearance Pkg Plus (303A only) | | | FB<br>3B | | |

| EXTERIOR COLOR | Monotone | Two-Tone Agate Black (UM) | Availability | | | | |
|---|---|---|---|---|---|---|---|
| **XL** | | | | | | | |
| **SEAT COLOR** | | | Medium Dark Slate | | | | |
| Agate Black Metallic | UM | | • | | | | |
| Antimatter Blue Metallic | HX | | • | | | | |
| Atlas Blue Metallic | B3 | | • | | | | |
| Carbonized Gray Metallic | M7 | | • | | | | |
| Iconic Silver Metallic | JS | | • | | | | |
| Oxford White | YZ | | • | | | | |
| **STX/STX BLACK APPEARANCE PACKAGE/201A** | | | | | | | |
| **SEAT COLOR** | | | | | Black | Black/Bronze (201A) | |
| Agate Black Metallic | UM | | | | • | • | |
| Atlas Blue Metallic[1] | B3 | | | | • | • | |
| Carbonized Gray Metallic | M7 | | | | • | • | |
| Iconic Silver Metallic | JS | | | | • | • | |
| ★Marsh Gray (201A only) | T9 | | | | • | • | |
| Oxford White | YZ | | | | • | • | |
| Rapid Red Metallic Tinted Clearcoat[2,3] | D4 | | | | • | • | |
| ★Space White Metallic (NA w/ 201A) | A3 | | | | | | |
| **XLT** | | | | | | | |
| **SEAT COLOR** | | | Medium Dark Slate | Smoked Truffle | | | |
| Agate Black Metallic | UM | | • | • | | | |
| Atlas Blue Metallic | B3 | | • | • | | | |
| Carbonized Gray Metallic | M7 | | • | • | | | |
| Iconic Silver Metallic | JS | | • | • | | | |
| ★Marsh Gray (NA w/ 300A) | T9 | | • | • | | | |
| Oxford White | YZ | | • | • | | | |
| Rapid Red Metallic Tinted Clearcoat[2] | D4 | | • | • | | | |
| ★Space White Metallic | A3 | | | | | | |
| **XLT BLACK APPEARANCE PACKAGE** | | | | | | | |
| **SEAT COLOR** | | | | | Black | | |
| Agate Black Metallic | UM | | | | • | | |
| Antimatter Blue Metallic | HX | | | | • | | |
| Carbonized Gray Metallic | M7 | | | | • | | |
| Iconic Silver Metallic | JS | | | | • | | |
| Oxford White | YZ | | | | • | | |
| Rapid Red Metallic Tinted Clearcoat[2] | D4 | | | | • | | |
| ★Space White Metallic | A3 | | | | | | |
| **FLEET ONLY EXTERIOR COLOR – (REQUIRES VALID FIN CODE)[4,5,6]** | | | Availability | | | | |
| **XL** | | | | | | | |
| **SEAT COLOR** | | | Medium Dark Slate | | | | |
| Green | GR | | • | | | | |
| Orange | MB | | • | | | | |
| School Bus Yellow | B1 | | • | | | | |
| Vermillion Red | E4 | | • | | | | |
| Yellow | AT | | • | | | | |
| **XLT[7]** | | | | | | | |
| **SEAT COLOR** | | | Medium Dark Slate | Smoked Truffle | | | |
| Green | GR | | • | • | | | |
| Orange | MB | | • | • | | | |
| School Bus Yellow | B1 | | • | • | | | |
| Vermillion Red | E4 | | • | • | | | |
| Yellow | AT | | • | • | | | |

[1] NA w/ STX Black Appearance Pkg
[2] Extra Charge Paint
[3] STX Black Appearance and 201A only
[4] Fleet only exterior colors will be priced as VSO colors
[5] Not available with STX Appearance Pkg (19S) or XLT Sport Appearance Pkg (862)
[6] Not available with 3.5L PowerBoost Full Hybrid V6 Engine (99D)
[7] NA w/ XLT Black Appearance Pkg (193)

★ = New for this model year

• = Availa

Docusign Envelope ID: A5C2481C-393A-4E27-8885-9B66A82007BE



# 2025 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

# COLOR & TRIM AVAILABILITY

| | | Interior and Seat Color | |
|---|---|---|---|
| | INTERIOR COLOR | Medium Dark Slate | Baja |
| XL | • HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only) | AS | |
| | • Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only) | 1S | |
| | • Vinyl 40/Mini-Console/40, manual lumbar (driver's side only) | LS[1] | |
| | • Cloth 40/Mini-Console/40, manual lumbar (driver's side only) | 4S[1] | |
| XLT | • Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, 8-way power driver (includes power lumbar), two-way adjustable driver/passenger headrests | 3S | 3J |
| | • Cloth 40/Console/40; 8-way power driver (includes power lumbar), two-way adjustable driver/passenger headrests; Flow-through Console with 120V/400W outlet in rear (SuperCab & Crew Cab only) | 2S | 2J |

| EXTERIOR COLOR | Monotone | Availability | |
|---|---|---|---|
| **XL** | | | |
| Agate Black Metallic | UM | • | |
| Antimatter Blue Metallic | HX | • | |
| Carbonized Gray Metallic | M7 | • | |
| ★Avalanche | DR | • | |
| Oxford White | Z1 | • | |
| Race Red | PQ | • | |
| **XLT** | | | |
| Agate Black Metallic | UM | • | • |
| Animatter Blue Metallic | HX | • | • |
| Carbonized Gray Metallic | M7 | • | • |
| ★Avalanche | DR | • | • |
| Oxford White | Z1 | • | • |
| Race Red | PQ | • | • |
| ★Ruby Red Metallic Tinted Clearcoat[2] | RR | • | • |
| Darkened Bronze Metallic[2] | LJ | • | • |
| **FLEET ONLY EXTERIOR COLOR – (REQUIRES VALID FIN CODE)[3,4]** | **Monotone** | **Availability** | |
| **XL** | | | |
| Green | GR | • | |
| Green Gem | W6 | • | |
| Orange | MB | • | |
| School Bus Yellow | BY | • | |
| Vermillion Red | E4 | • | |
| Yellow | AT | • | |
| **XLT** | | | |
| Green | GR | • | |
| Green Gem | W6 | • | |
| Orange | MB | • | |
| School Bus Yellow | BY | • | |
| Vermillion Red | E4 | • | |
| Yellow | AT | • | |

[1] Fleet Only
[2] Extra Charge Paint
[3] Fleet only exterior colors will be priced as VSO colors.
[4] Not available with DRW, Tremor Off-Road Package (17Y), STX Appearance Package (17S) or FX4 Off-Road Package (17X)
★ = New for this model year

• = Availabl

R E S O L U T I O N  2025-109

WHEREAS, the Grand Island Police Department has approved budget authority for the purchase of one (1) Police Department fleet vehicle using the funds from the insurance payment for two (2) wrecked/ totaled fleet vehicles; and

WHEREAS, the State of Nebraska has released the State contracts for vehicle purchases which include the vehicles the Police Department wants to purchase under State Contract #16084 OC; and

WHEREAS, the Police Department wishes to purchase one (1) 2025 Ford Maverick Super Crew Hybrid at a cost of $31,876.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the purchase of one (1) 2025 Ford Maverick from Anderson Auto Group, Lincoln, Nebraska and under state contract for a total cost of $31,876.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G.Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 7.a.

**Subject:** Public Hearing Request from Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St, for a Class "D" Liquor License

#2025-110 - Approving Request from Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St, for a Class "D" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Maria G Damian, 415 S Cherry St. L2, Grand Island, Nebraska

**Staff Contact:** Jill Granere

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**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:** Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St has applied for a Class "D" Liquor License. A Class “D” Liquor License allows for off sale of alcohol on and off sale 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 Maria G Damian , 415 S Cherry St. L2, Grand Island, Nebraska. Maria G Damian has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Maria G Damian, 415 S Cherry St. L2, Grand Island, Nebraska.

**FISCAL IMPACT:** There is no fiscal impact.

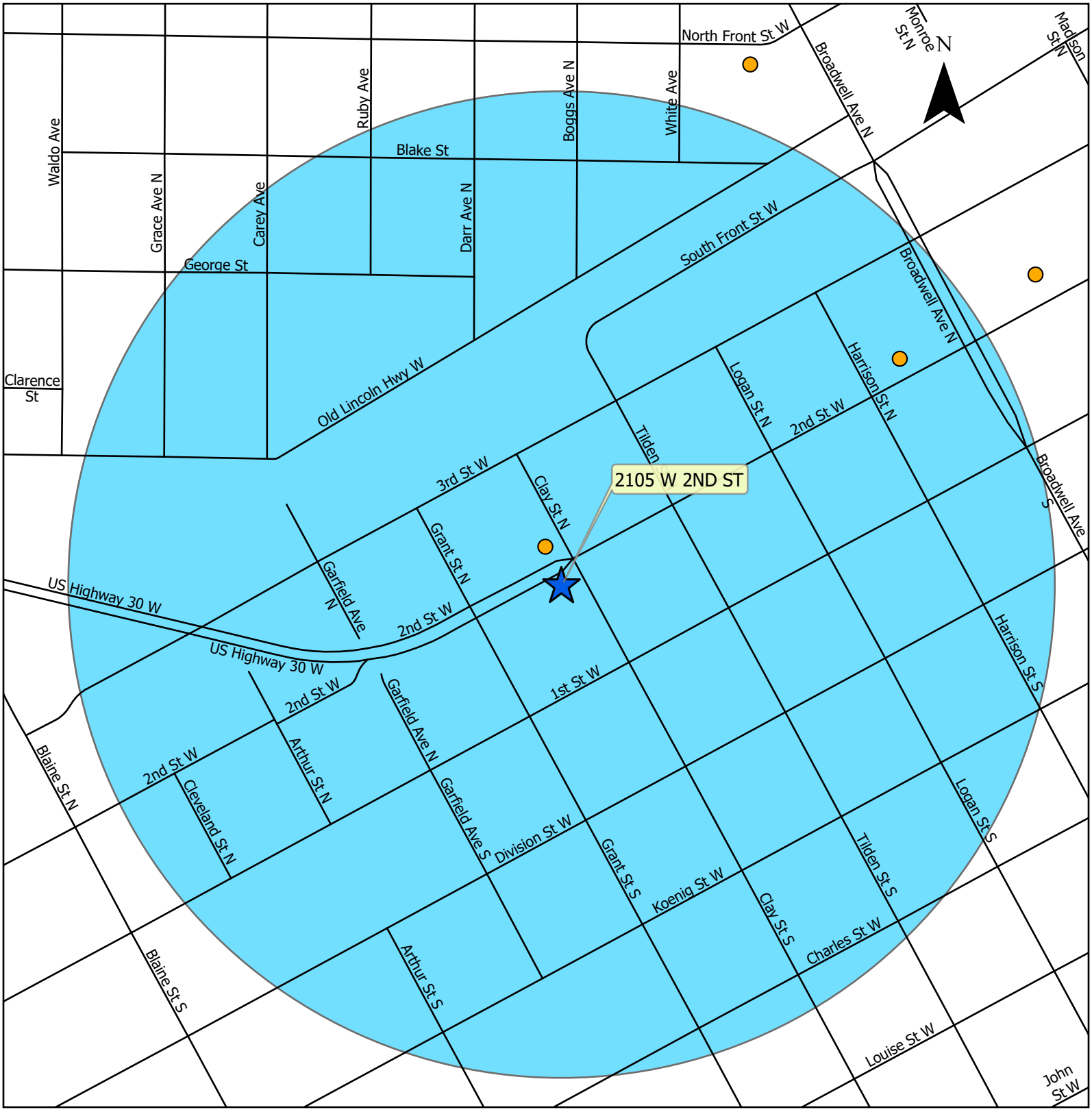
**ALTERNATIVES:** It appears that the Council has the following alternatives concerning the issue at hand. The Council may:
1. Move to approve
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue presented in this motion.

**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 D Liquor License for Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St and Liquor Manager Designation for Maria G Damian, 415 S Cherry St. L2, Grand Island, Nebraska.

**ATTACHMENTS:**
1. Map
2. Police Report
3. Resolution

# Liquor License Application
# Class "D": Damian's Convenience LLC




## Legend

2105 W 2ND ST

License Type

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



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# Grand Island Police Department

Officer Report for Incident L25022252

**Nature:** Liquor Lic Inv
**Location:** PCID
**Address:** 2105 2ND ST W
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 02/28/25
**When Reported:** 13:17:33 02/26/25
**Occurred Between:** 13:17:33 02/26/25 and 13:17:33 02/26/25

**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

LT07 LT07 Convenience Store

**Responding Officers:**
Dvorak T
**Unit :**
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:** 13:17:33 02/26/25
**Disposition:** CLO **Date:** 02/28/25
**Judicial Status:**
**Occurred between:** 13:17:33 02/26/25
**Misc Entry:**
**and:** 13:17:33 02/26/25

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

## Involvements

| Date | Type | Description | |
|---|---|---|---|
| 02/26/25 | Name | Damian, Maria G | owner/manager |

| | | | |
|---|---|---|---|
| 02/26/25 | Name | Conoco C Store, | location |

## Narrative

309 Damian's Convenience

Damian's Convenience LLC has applied for a Class D liquor license; beer, wine and distilled spirits off sale only; for the former Conoco C Store at 2105 W 2nd Street. Maria Damian is the sole owner of the LLC, and is named as the prospective Liquor Manager.

_____

Responsible LEO:

_____

Approved by:

_____

Date

## Supplement

309 Damian's Convenience

Maria Damian is the sole owner of the corporation Damian's Convenience LLC. Maria has applied for a Class D liquor license; beer, wine and distilled spirits off sale only; for the former Conoco C Store located at 2105 W 2nd. Damian is the proposed liquor manager as well. I noted in the application that Damian's Convenience has already been in operation under a Temporary Operating Permit, license #122587.

Damian is a current Grand Island resident. No spouse is listed on the application. Maria disclosed minor traffic infractions, but nothing disqualifying. She indicated that she will be, and has already been, conducting operating hours of 7am to 10pm Monday through Thursday, 7am to 11pm on Friday and Saturday, and 10am to 9pm on Sundays.

I checked Maria through local Spillman and State of NE NCJIS files. She is in Spillman and NCJIS, but I observed nothing of concern, and noted the moving violations previously disclosed. Maria doesn't have any outstanding warrants of arrest, and it appears that she has a valid driver's license. I also checked Maria through an online law enforcement database. This site provides information of a civil nature that might cause concern. I found that Maria does not have any current or former bankruptcies, liens or judgements against her.

I met with Damian at the convenience store on 2-27-25. Maria confirmed that her temporary permit is valid, she has been selling alcohol, and is already familiar with the provisions of obtaining her stock through wholesalers and distributors. Maria indicated that she has completed the online safe serve training offered by the Commission. She also advised that she utilizes an app on her phone to assist her in inspecting ID's or licenses for anyone who purchases alcohol.

Maria said she has a five year lease with the Eversons, who own the building and the Conoco Motel. Maria said she also purchased the Lenny's Tex Mex food truck that sits on the property, but advised that the food truck does not offer alcohol sales. Maria confirmed that she is not married, there are no other principles involved in her LLC. She indicated that there is a working surveillance system inside the store.

We discussed common issues for managers such as over serving, intoxicated customers and disturbances. I stressed cooperation and communication with GIPD for any issues she may encounter. We also talked about the proliferation, with the coming of Spring, of foot traffic and homeless people that frequent the area. Damian said she is aware of the considerations her location presents, and advised that she has not had any negative issues to this point.

The Grand Island Police Department does not find any reason that Maria Damian, as manager and owner of Damian's Convenience LLC, should be prevented from obtaining her Class D Liquor License for her convenience store at 2105 W 2nd.

R E S O L U T I O N 2025-110

WHEREAS, an application was filed by Damian's Convenience L.L.C., dba Damian's Convenience L.L.C., 2105 W 2nd St, for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on March 15, 2025; such publication cost being $9.20; and

WHEREAS, a public hearing was held on March 25, 2025 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 Maria G Damian, 415 S Cherry St. L2, Grand Island, Nebraska for liquor manager.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 7.b.

**Subject:** Public Hearing Request from Rodeo West Lounge, 811 West 4th Street, for a Class "C" Liquor License

#2025-111 - Approving Request from Rodeo West Lounge, 811 West 4th Street, for a Class "C" Liquor License, Grand Island, Nebraska and Liquor Manager Designation for Francisco Alcantar,4271 W Capital Avenue, Grand Island, Nebraska

**Staff Contact:** Jill Granere

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**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:** Rodeo West Lounge, 811 West 4th Street, has applied for a Class "C" Liquor License. A Class “C” Liquor License allows for sale of alcohol on and off sale 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 Francisco Alcantar ,4271 W

Capital Avenue, Grand Island, Nebraska. Francisco Alcantar has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Francisco Alcantar,4271 W Capital Avenue, Grand Island, Nebraska.

**FISCAL IMPACT:** There is no fiscal impact.

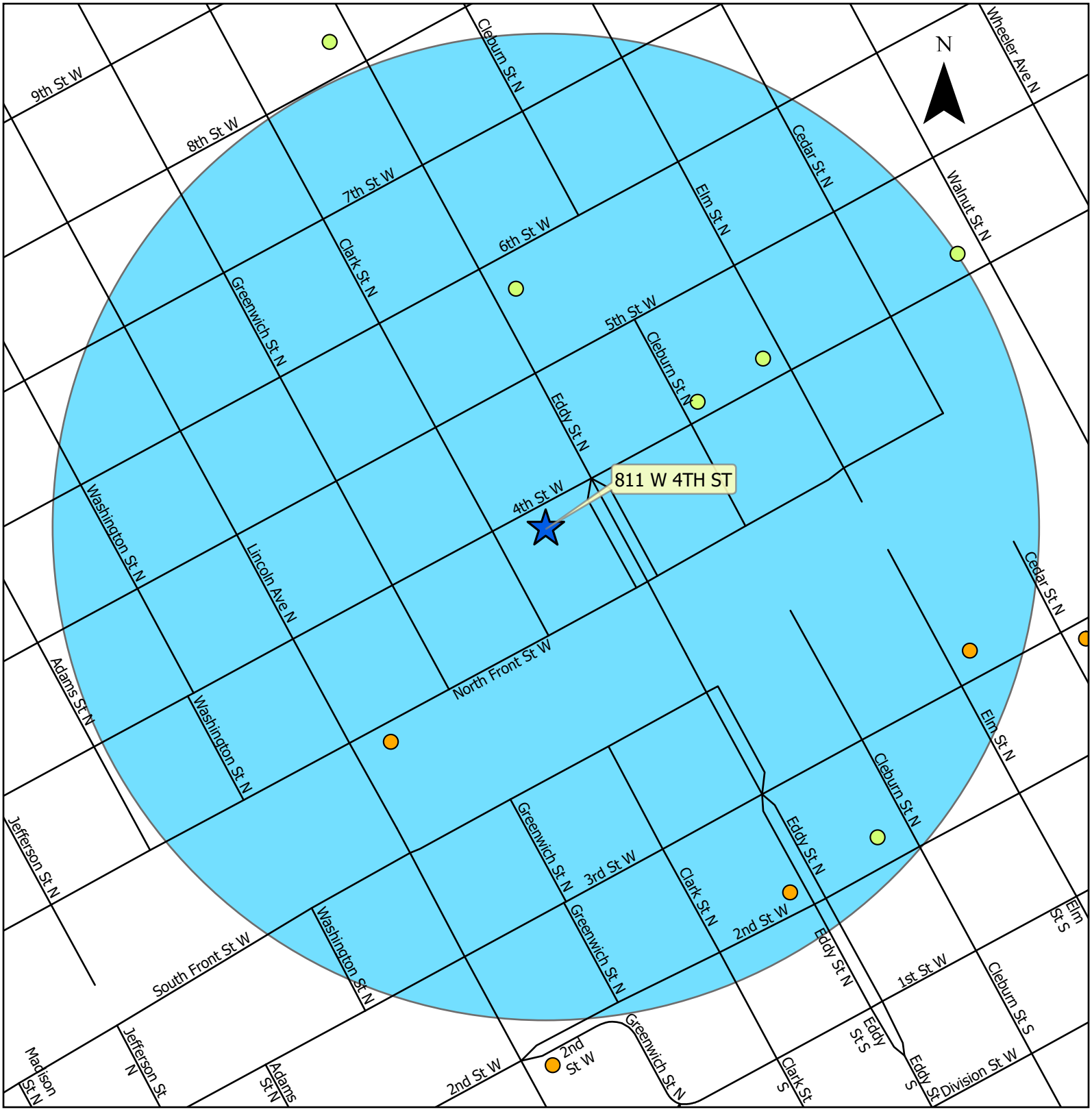
**ALTERNATIVES:** It appears that the Council has the following alternatives concerning the issue at hand. The Council may:
1. Move to approve
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue presented in this motion.

**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 Rodeo West Lounge, 811 West 4th Street, and Liquor Manager Designation for Francisco Alcantar, 4271 W Capital Avenue, Grand Island, Nebraska.

**ATTACHMENTS:**
1. Map
2. Police Report
3. Resolution

# Liquor License Application
# Class "C": Rodeo West Lounge




## Legend

811 W 4TH ST

License Type

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



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# Grand Island Police Department

Officer Report for Incident L25031881

**Nature:** Liquor Lic Inv
**Location:** PCID
**Address:** 811 4TH ST W
Grand Island NE 68801

**Offense Codes:**
**Received By:** Dvorak T
**How Received:** T
**Agency:** GIPD
**Responding Officers:** Dvorak T
**Responsible Officer:** Dvorak T
**Disposition:** CLO 03/20/25
**When Reported:** 10:44:52 03/18/25
**Occurred Between:** 10:44:52 03/18/25 and 10:44:52 03/18/25

**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

LT03 LT03 Bar/Night Club

**Responding Officers:**
Dvorak T
**Unit :**
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:** 10:44:52 03/18/25
**Disposition:** CLO **Date:** 03/20/25
**Judicial Status:**
**Occurred between:** 10:44:52 03/18/25
**Misc Entry:**
**and:** 10:44:52 03/18/25

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

## Involvements

| Date | Type | Description | |
|---|---|---|---|
| 03/18/25 | Name | Miller Used Tires, | previous business |

| | | | |
|---|---|---|---|
| 03/18/25 | Name | Alcantar-Mascote, Francisco | owner/manager |
| 03/18/25 | Name | Rodeo West, | business |

## Narrative

309 Rodeo West

Francisco Alcantar, as the sole owner/manager, proposes a new Bar and pool hall at the site of the former Miller Tire at 811 W 4th. The name of the new establishment will be Rodeo West. Alcantar has applied for a Class C liquor license; beer, wine and distilled spirits; on and off sale.

_____

Responsible LEO:

_____

Approved by:

_____

Date

## Supplement

309 Rodeo West

I received an application for a new liquor license at the site of the former Miller Used Tires, 811 W 4th, which was previously also Stix Pool Hall. Francisco Alcantar has applied for a Class C liquor license; beer, wine and distilled spirits on and off sale. This is not a commercial or corporate application, and indicates that Francisco Alcantar is the sole owner, and will be liquor manager for the establishment. The new establishment will be called Rodeo West. I first met Francisco in 2024, when he purchased the Peacock Lounge, and also previously when his son Francisco Jr opened the new Diamond Reception Hall downtown.

Since I completed a complete background check on or around August 15th 2024 for the Peacock Lounge application, I only checked Alcantar's record since that time. I noted that Francisco did not list a spouse on this application. I called him, and he advised that he and Olga are still married. I explained that Francisco would have to have Olga fill out the non-participation form if she did not plan to be involved with this new venture. I utilized several sources to perform background checks on Francisco and his wife, Olga Alcantar. It was later verified by staff at Nebraska Liquor Commission that Olga signed a Spousal Affidavit of Non Participation. I first verified that neither Alcantar had active warrants for their arrest. I next utilized GIPD local Spillman database. I found nothing new locally, and no new law or traffic violations. I noted no new civil processes either.

I found nothing during my background check would prevent me from authorizing the new liquor license request.

I met with Francisco at 811 W 4th on March 18th. The building is completely empty, and still set up for a tire store. Francisco said he plans on completing needed renovations in the next six weeks to two months. He advised he hopes to be up and running by the middle of May. Alcantar advised that he is renting from Adam Miller, and signed a one year rental agreement to start.

Francisco laid out his vision of what he plans for the new bar. A large bar top will dominate the west side of the large open space. Seating will be at tables and booths in the middle, and then Francisco plans for two or three pool tables on the south end of the building, with a possible DJ stage in the southwest corner.

Alcantar advised that, unlike the Peacock Lounge, he plans to be the active manager for Rodeo West. He advised he will only have three or four employees. Francisco said he only plans to be open on the weekends, Fri/Sat/Sun when he first opens. Francisco said that not everyone wants to go out to a nightclub or dance hall to have a drink on the weekends, and he wants to offer a quieter alternative. Alcantar believes that he will have between 100 and 150 person occupancy. He envisions a place where friends can have a beer and shoot a game of pool, or just sit and converse. He did mention thoughts of having a DJ stand in one corner however.

Francisco advised that the space is fully wired for surveillance, and he will have it operational prior to opening. Francisco said he and Inv Suchsland had already met, and they discussed all the usual Commission related concerns. I stressed cooperation and communication with GIPD, and Alcantar advised he did not want to run an establishment that caused any issues for law enforcement.

The Grand Island Police Department has no objection to Rodeo West being issued a Class C Liquor license, with Francisco Alcantar Sr designated as the liquor manager.

R E S O L U T I O N  2025-111

WHEREAS, an application was filed by Rodeo West Lounge, 811West 4th Street, 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 March 15, 2025; such publication cost being $8.80; and

WHEREAS, a public hearing was held on March 25, 2025 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 Francisco Alcantar, 4271 West Capital Avenue, Grand Island, Nebraska for liquor manager.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 7.c.

**Subject:** Public Hearing on Request from Hooker Bros. Sand and Gravel, Inc. for Conditional Use Permit to operate a Sand and Gravel Operation located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer Road (Parcels # 400208326 & 400208377).

#2025-112 - Approving Request from Hooker Bros. Sand and Gravel, Inc. for Conditional Use Permit to operate a Sand and Gravel Operation located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer Road (Parcels # 400208326 & 400208377).

**Staff Contact:** Chad Nabity

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**BACKGROUND:** Hooker Bros. Sand and Gravel, Inc. on behalf of Mark Hanssen/Deep Water Developments is requesting a conditional use permit to conduct a sand and gravel operation plant on properties located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer Road (Parcels # 400208326 & 400208377), approximately 74.86 acres. The site is currently zoned TA: Transitional Agriculture. A conditional use permit is required, as the current zoning classification, TA: Transitional Agriculture, does not allow for this type of use as a permitted principal use. The zoning classification does list this as permitted conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved by the City Council.

The applicant is requesting a 20-year conditional use permit to mine sand and gravel. At the end of the mining period the applicant intends on developing the site for residential uses.

**DISCUSSION:** Sand and gravel operations have been a part of Grand Island and the surrounding areas for a long time. As residential development continues to expand and the two uses become closer neighbors, more conditions need to be implemented to assure a compatible existence for both uses.

The applicant is requesting a conditional use permit for 20 years. Staff is recommending 10

years similar to other sand and gravel established conditional use permits. As the community grows and neighborhoods change, this will allow the City to look at this specific site and address how it fits within the then existing environment and future plans for the area.

**FISCAL IMPACT:** No Fiscal Impact

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

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. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulation.

3. Modify the conditional use to meet the wishes of the Council.

4. Refer the matter to a special committee for a determination of a finding of facts.

5. Table the issue.

**RECOMMENDATION:** City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations, these conditions were imposed on the original approval and appear appropriate for the continued use.

1. USE: The proposed uses are limited to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.

2. CLOSURE: A drawing of the proposed development of the property after the closing of the sand and gravel operation was provided with the original application. The finished width of the developable property at the time the operation of mining is terminated shall be 300' adjacent to any public right of way and 200' adjacent to neighboring property lines.

3. PRIMARY CONDITIONS:

a. The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

b. Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained.

c. Pumping and other activities (including lighting) at the site shall be limited to daylight hours, (15) minutes before sunrise and (15) minutes after sunset Mondays through Fridays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Applicant shall cease pumping operations at noon on Saturdays and no pumping or hauling will be allowed on Sundays. One exception to this condition shall be in the months of March, April, October, and November where activities may operate from 6:00 a.m. to 10:00 p.m.to allow for winter conditions.

d. Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

e. Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within an easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

f. 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.

g. 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.

h. 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.

i. Applicant shall maintain any and all drainage ditches that may be located upon the real property.

j. Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is completely dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

k. All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

l. Applicant shall begin the mining operation within 18 months of this approval or the permit shall be considered null and void. If, at any time during the life of the permit as issued, the operation ceases for a continuous period of 18 months, the permit shall become void and a renewal shall be obtained before becoming once again operational.

**SAMPLE MOTION:** Move to approve Resolution No. 2025-112

**ATTACHMENTS:**
1. Application
2. Map

3. Resolution

CITY OF GRAND ISLAND

Non-Refundable Fee: $1,000.00
Return by: _____
Council Action on: _____

# Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Sand and gravel operation
2. The owner(s) of the described property is/are: Mark Hanssen / Deep Water Developments
3. The legal description of the property is: SE 1/4 SW1/4 33-11-9 NE1/4 SW1/4 33-11-9
4. The address of the property is: _____
5. The zoning classification of the property is: Transitional Ag
6. Existing improvements on the property is: _____
7. The duration of the proposed use is: 20 years
8. Plans for construction of permanent facility is: None
9. The character of the immediate neighborhood is: Agricultural
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: to mine sand and gravel then develop in to housing.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

02/25/2025
Date

Scott Hooker Jeff Hooker
Owners(s)

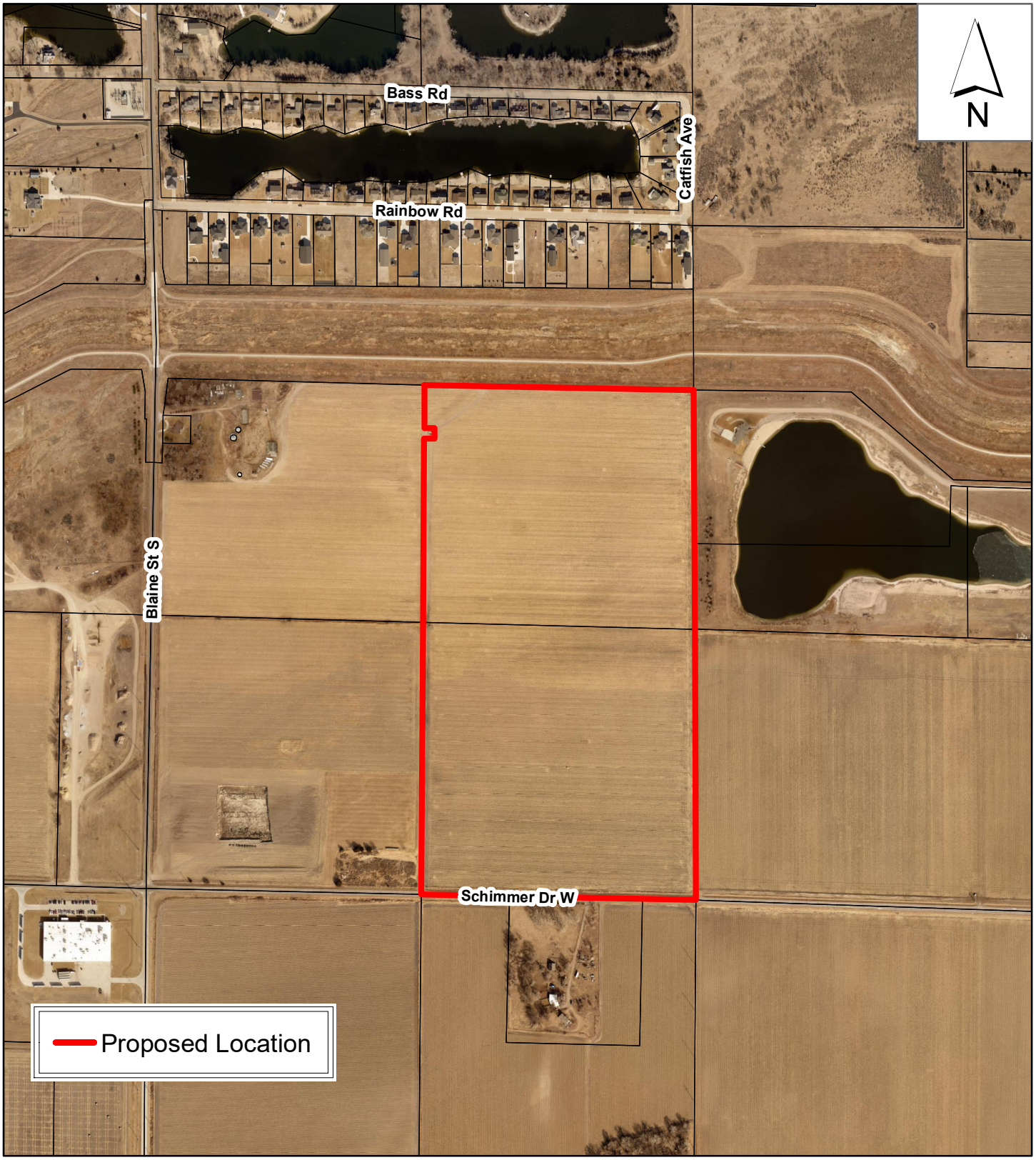
308-384-2106
Phone Number

PO BOX 5134
Address

Grand Island NE 68802
City State Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**

**Conditional Use Permit Application: Hooker Bros. Sand and Gravel, Inc.**
**Location: SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9 (Parcels # 400208326 & 400208377)**
**Conditions to allow for a Sand and Gravel Operation in the TA: Transitional Agricultural Zone**




**Conditional Use Permit Applicant: Hooker Bros. Sand and Gravel, Inc. on behalf of Mark Hanssen/Deep Water Developments**
**Location: SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9 (Parcels # 400208326 & 400208377)**
**Presenter: Chad Nabity, Community Development Director**
**Grand Island City Council: March 25, 2025**

0 650 1,300 Feet

R E S O L U T I O N 2025-112

RESOLUTION REGARDING APPROVAL OF A CONDITIONAL USE PERMIT LOCATED IN THE SE ¼, SW ¼ 33-11-9 AND NE ¼, SW ¼ 33-11-9.

WHEREAS know all men by these presents, that Hooker Bros. Sand and Gravel, Inc. on behalf of Mark Hanssen/Deep Water Developments, the owners of Parcels # 400208326 & 400208377 located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, is requesting a conditional use permit to operate a Sand and Gravel Operation in the City of Grand Island Zoning Jurisdiction.

WHEREAS, Sand and Gravel Operations are allowed by Conditional Use Permit in the TA: Transitional Agricultural Zone; and

WHEREAS, the properties are located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer 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, and 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 to those listed in the application, sand and gravel pumping processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants.
2. **CLOSURE**: A drawing of the proposed development of the property after the closing of the sand and gravel operation was provided with the original application. The finished width of the developable property at the time the operation of mining is terminated shall be 300' adjacent to any public right of way and 200' adjacent to neighboring property lines.
3. **PRIMARY CONDITIONS:**

   a. The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.

   b. Pumping of product shall not be allowed within 150 feet of any public road right of way and protected by a 6 foot earthen berm during pumping. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained.

   c. Pumping and other activities (including lighting) at the site shall be limited to

daylight hours, (15) minutes before sunrise and (15) minutes after sunset Mondays through Fridays. No pumping or other processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Applicant shall cease pumping operations at noon on Saturdays and no pumping or hauling will be allowed on Sundays. One exception to this condition shall be in the months of March, April, October, and November where activities may operate from 6:00 a.m. to 10:00 p.m.to allow for winter conditions.

d. Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.

e. Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within an easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

f. 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.

g. 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.

h. 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.

i. Applicant shall maintain any and all drainage ditches that may be located upon the real property.

j. Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is completely dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.

k. All water accumulated upon the premises by virtue of such mining and pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

l. Applicant shall begin the mining operation within 18 months of this approval or the permit shall be considered null and void. If, at any time during the life of the permit as issued, the operation ceases for a continuous period of 18 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 Hooker Bros. Sand and Gravel, Inc. on behalf of Mark Hanssen/Deep Water Developments to conduct a sand and gravel operation plant on properties located in the SE ¼, SW ¼ 33-11-9 and NE ¼, SW ¼ 33-11-9, east of Blaine Street and North of Schimmer Road (Parcels # 400208326 & 400208377), approximately 74.86 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, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 7.d.

**Subject:** Public Hearing on Acquisition of Public Right-of-Way for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Benton Enterprises, LLC, Johnson, and Taylor)

#2025-113 - Approving Acquisition of Public Right-of-Way for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6 (Benton Enterprises, LLC, Johnson, and Taylor)

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

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**BACKGROUND:** Public Works Engineering staff plans to improve South Locust Street from the intersection of Fonner Park Road to Charles Street, with the potential for some improvements on Walnut Street north to 2nd Street. The proposal is 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. Roadway alignment issues at intersections will be remedied to provide for lanes that align through intersections. Drainage will also be improved as the current roadway drainage has been reduced over the years with multiple asphalt overlay projects.

To accommodate such improvements the acquisition of public right-of-way is necessary.

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

**DISCUSSION:** Public right-of-way is needed to accommodate the reconstruction of South Locust Street from Fonner Park Road to 2nd Street. 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. Payments to the affected property owners total $15,890.00, as detailed on the resolution.

**FISCAL IMPACT:** Funds are available in the approved FY2025 budget.

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

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

**RECOMMENDATION:** City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owners, in the total amount of $15,890.00.

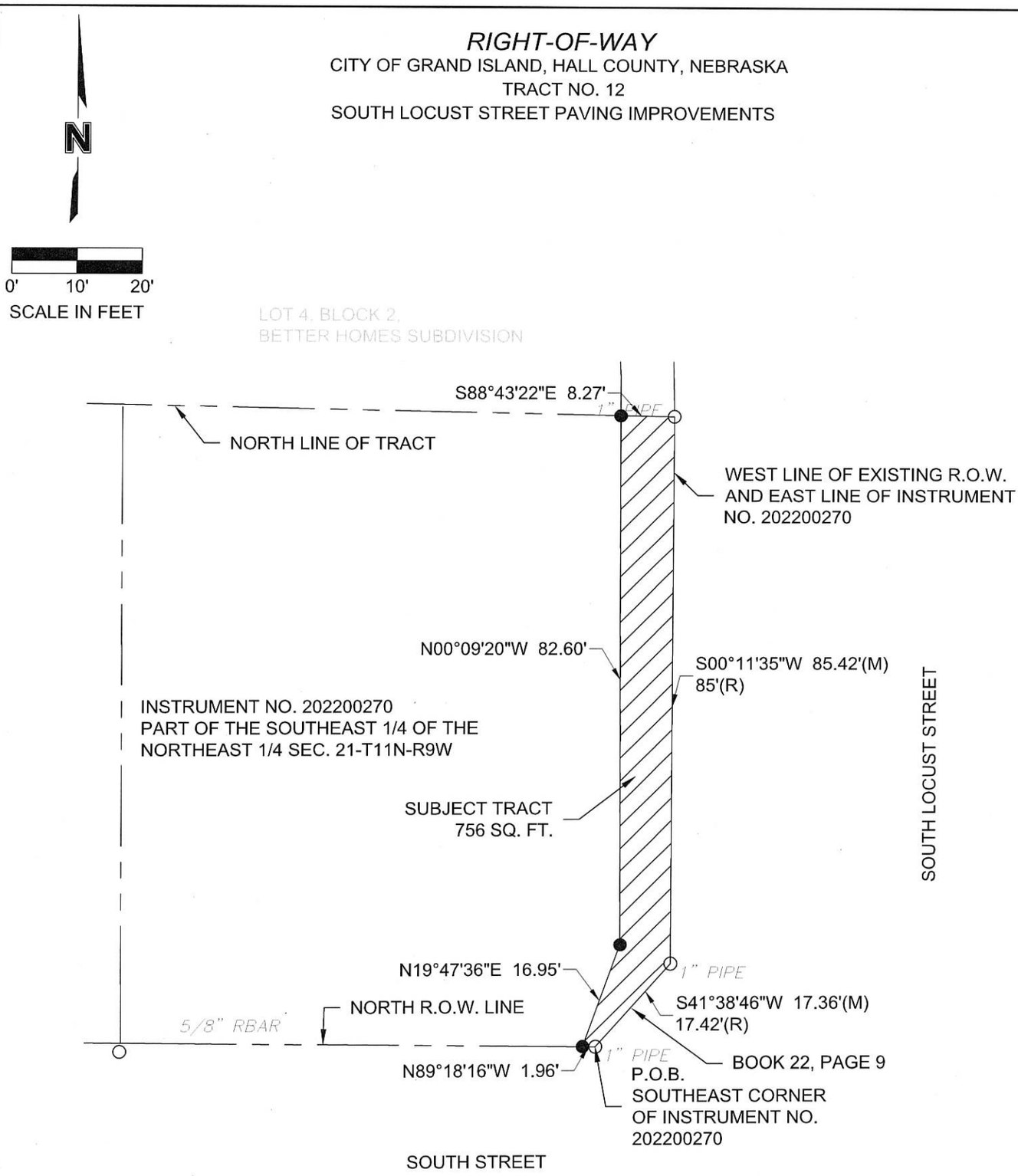
**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**

1. Benton Enterprises, LLC Exhibit
2. Johnson Exhibit
3. Taylor Exhxibit
4. Resolution

# *RIGHT-OF-WAY*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 12
SOUTH LOCUST STREET PAVING IMPROVEMENTS




## LEGEND

- ● SET CORNER (⅝" x 24" REBAR W/ CAP)
- ○ FOUND CORNER (AS NOTED)
- ◔ FOUND CORNER (AS NOTED)
- × CALCULATED POINT
- ——— — ——— EXISTING PROPERTY LINE
- ——————— RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 021-05273 | RIGHT-OF-WAY | olsson® | 201 East 2nd Street<br>Grand Island, NE 68801<br>olsson.com<br>TEL 308.384.8750<br>FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: ZMH | | | | 12 |
| DATE: 07.31.2024 | | | | |

# *RIGHT-OF-WAY*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 12
SOUTH LOCUST STREET PAVING IMPROVEMENTS

## DESCRIPTION

A PORTION OF THE TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 202200270, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21,TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, AS DESCRIBED IN BOOK 22, PAGE 9, HALL COUNTY REGISTER OF DEEDS, AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF SOUTH STREET, BEING THE SOUTHEAST CORNER OF SAID TRACT OF LAND RECORDED IN INSTRUMENT NO. 202200270, HALL COUNTY REGISTER OF DEEDS, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°18'16"W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE OF SOUTH STREET, A DISTANCE OF 1.96 FEET; THENCE N19°47'36"E A DISTANCE OF 16.95 FEET; THENCE N00°09'20"W, A DISTANCE OF 82.60 FEET TO THE NORTH LINE OF SAID TRACT OF LAND RECORDED IN 202200270; THENCE S88°43'22"E, ALONG SAID NORTH LINE OF THE TRACT OF LAND RECORDED IN 202200270, A DISTANCE OF 8.27 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE S00°11'35"W, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 85.42 FEET TO SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN BOOK 22. PAGE 9; THENCE S41°38'46"W, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN BOOK 22. PAGE 9, A DISTANCE OF 17.36 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 756 SQUARE FEET MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2024, I, JESSE E. HURT, A NEBRASKA REGISTERED LAND SURVEYOR NO. 674, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

_____

JESSE E. HURT
NEBRASKA REGISTERED LAND SURVEYOR NO. 674

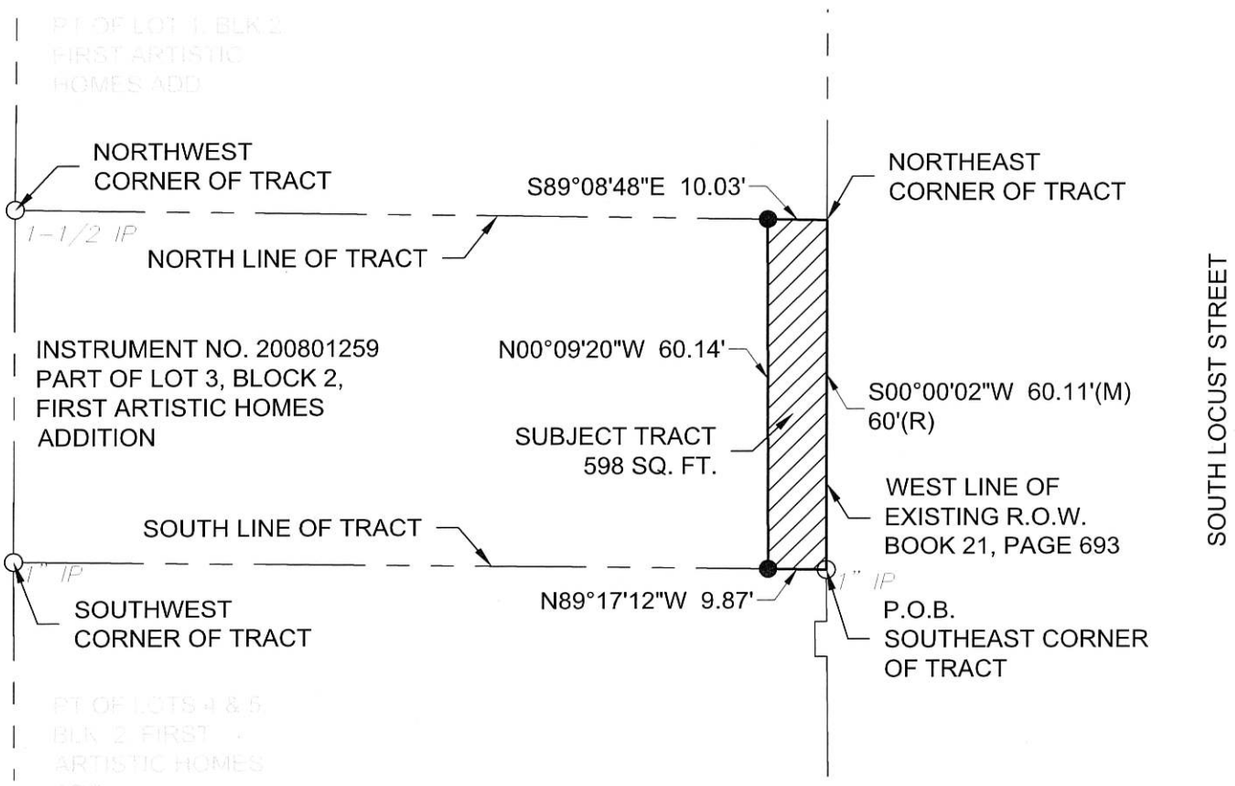
| | | | | |
|---|---|---|---|---|
| PROJECT NO: 021-05273 | RIGHT-OF-WAY | olsson® | 201 East 2nd Street<br>Grand Island, NE 68801<br>olsson.com<br>TEL 308.384.8750<br>FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: ZMH | | | | 12 |
| DATE: 07.31.2024 | | | | |

# *RIGHT-OF-WAY*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 32
SOUTH LOCUST STREET PAVING IMPROVEMENTS

N

0' 15' 30'
SCALE IN FEET




## LEGEND

- ● SET CORNER (5/8" x 24" REBAR W/ CAP)
- ○ FOUND CORNER (AS NOTED)
- ◓ FOUND CORNER (AS NOTED)
- × CALCULATED POINT
- EXISTING PROPERTY LINE
- RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 021-05273 | RIGHT-OF-WAY | olsson® | 201 East 2nd Street<br>Grand Island, NE 68801<br>olsson.com<br>TEL 308.384.8750<br>FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: ZMH | | | | 32 |
| DATE: 08.01.2024 | | | | |

# *RIGHT-OF-WAY*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 32
SOUTH LOCUST STREET PAVING IMPROVEMENTS

## DESCRIPTION

A PORTION OF THE TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 200801259, BEING A PART OF LOT 3, BLOCK 2, FIRST ARTISTIC HOMES ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 200801259, HALL COUNTY REGISTER OF DEEDS, BEING THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 3 AND THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN MISCELLANEOUS BOOK 21, PAGE 693, HALL COUNTY REGISTER OF DEEDS, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°17'12"W, ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 9.87 FEET; THENCE N00°09'20"W A DISTANCE OF 60.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE S89°08'48"E, ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 10.03 FEET TO SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE S00°00'02"W, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 60.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 598 SQUARE FEET MORE OR LESS.

## SURVEYOR'S CERTIFICATE

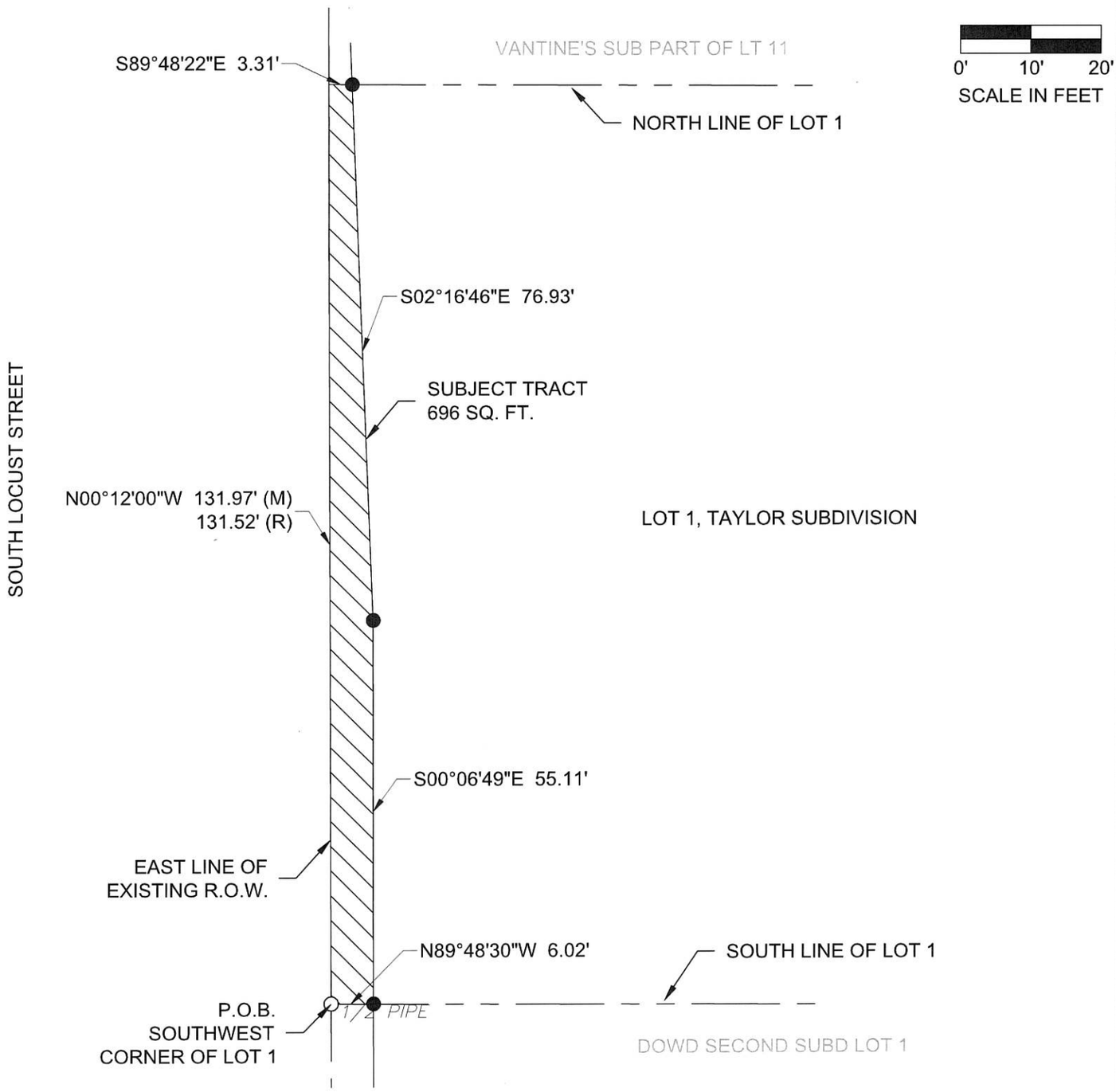
I HEREBY CERTIFY THAT ON _____, 2024, I, JESSE E. HURT, A NEBRASKA REGISTERED LAND SURVEYOR NO. 674, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

_____
JESSE E. HURT
NEBRASKA REGISTERED LAND SURVEYOR NO. 674

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 021-05273 | RIGHT-OF-WAY | olsson® | 201 East 2nd Street<br>Grand Island, NE 68801<br>olsson.com<br>TEL 308.384.8750<br>FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: ZMH | | | | 32 |
| DATE: 08.01.2024 | | | | |

# *RIGHT-OF-WAY*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 5
SOUTH LOCUST STREET PAVING IMPROVEMENTS




## LEGEND

- ● SET CORNER (⅝" x 24" REBAR W/ CAP)
- ○ FOUND CORNER (AS NOTED)
- ◔ FOUND CORNER (AS NOTED)
- × CALCULATED POINT
- ——— EXISTING PROPERTY LINE
- ——— RIGHT OF WAY BOUNDARY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 021-05273 | RIGHT-OF-WAY | olsson® | 201 East 2nd Street<br>Grand Island, NE 68801<br>olsson.com<br>TEL 308.384.8750<br>FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: ZMH | | | | 5 |
| DATE: 07.23.2024 | | | | |

# *RIGHT-OF-WAY*

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
TRACT NO. 5
SOUTH LOCUST STREET PAVING IMPROVEMENTS

## DESCRIPTION

A PORTION OF THAT TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 96105669, LOT 1, TAYLOR SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, TAYLOR SUBDIVISION, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°12'00"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 131.97 TO NORTH LINE OF SAID TRACT OF LAND RECORDED IN 96105669; THENCE S89°48'22"E, ALONG THE SAID NORTH LINE OF THE TRACT OF LAND RECORDED IN 96105669, A DISTANCE OF 3.31 FEET; THENCE S02°16'49"E A DISTANCE OF 76.93 FEET; THENCE S00°06'49"E A DISTANCE OF 55.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT OF LAND RECORDED IN 96105669 ; THENCE N89°48'30"W, ALONG THE SAID SOUTH LINE OF THE TRACT OF LAND RECORDED IN 96105669, A DISTANCE OF 6.02 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 696 SQUARE FEET MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2024, I, JESSE E. HURT, A NEBRASKA REGISTERED LAND SURVEYOR NO. 674, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

_____
JESSE E. HURT
NEBRASKA REGISTERED LAND SURVEYOR NO. 674

| | | | | |
|---|---|---|---|---|
| PROJECT NO: 021-05273 | RIGHT-OF-WAY | olsson® | 201 East 2nd Street<br>Grand Island, NE 68801<br>olsson.com<br>TEL 308.384.8750<br>FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: ZMH | | | | 5 |
| DATE: 07.23.2024 | | | | |

R E S O L U T I O N 2025-113

WHEREAS, public right-of-way is required by the City of Grand Island for South Locust Street Improvements- Fonner Park Road to 2nd Street; Project No. 2021-P-6, from property described as follows:

| ***Property Owner*** | ***Legal Description*** | ***Amount*** |
|---|---|---|
| Benton Enterprises, LLC | A PORTION OF THE TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 202200270, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, AS DESCRIBED IN BOOK 22, PAGE 9, HALL COUNTY REGISTER OF DEEDS, AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF SOUTH STREET, BEING THE SOUTHEAST CORNER OF SAID TRACT OF LAND RECORDED IN INSTRUMENT NO. 202200270, HALL COUNTY REGISTER OF DEEDS, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°18'16"W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE OF SOUTH STREET, A DISTANCE OF 1.96 FEET; THENCE N19°47'36"E A DISTANCE OF 16.95 FEET; THENCE N00°09'20"W, A DISTANCE OF 82.60 FEET TO THE NORTH LINE OF SAID TRACT OF LAND RECORDED IN 202200270; THENCE S88°43'22"E, ALONG SAID NORTH LINE OF THE TRACT OF LAND RECORDED IN 202200270, A DISTANCE OF 8.27 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE S00°11'35"W, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 85.42 FEET TO SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN BOOK 22, PAGE 9; THENCE S41°38'46"W, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRIBED IN BOOK 22, PAGE 9, A DISTANCE OF 17.36 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 756 SQUARE FEET MORE OR LESS. | $6,810.00 |
| Justin M Johnson | A PORTION OF THE TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 200801259, BEING A PART OF LOT 3, BLOCK 2, FIRST ARTISTIC HOMES ADDITION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br><br>COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 200801259, HALL COUNTY REGISTER OF DEEDS, BEING THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 3 AND THE EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET AS DESCRBED IN MISCELLANEOUS BOOK 21, PAGE 693, HALL COUNTY REGISTER OF DEEDS, ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°17'12"W, ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 9.87 FEET; THENCE | $3,340.00<br><br>----------<br><br>ROW Acquisition= $2,990.00<br><br>Cost to Cure= $350.00<br><br>---------- |

| | | |
|---|---|---|
| | N00°09’20”W A DISTANCE OF 60.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE S89°08’48”E, ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 10.03 FEET TO SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE S00°00’02”W, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, A DISTANCE OF 60.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 598 SQUARE FEET MORE OR LESS. | |
| Douglas P Taylor<br>and<br>Pamela S Taylor | A PORTION OF THAT TRACT OF LAND DESCRIBED AS INSTRUMENT NO. 96105669, LOT 1, TAYLOR SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:<br><br>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, TAYLOR SUBDIVISION, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°12’00”W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 131.97 TO NORTH LINE OF SAID TRACT OF LAND RECORDED IN 96105669; THENCE S89°48’22”E, ALONG THE SAID NORTH LINE OF THE TRACT OF LAND RECORDED IN 96105669, A DISTANCE OF 3.31 FEET; THENCE S02°16’49”E A DISTANCE OF 76.93 FEET; THENCE S00°06’49”E A DISTANCE OF 55.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT OF LAND RECORDED IN 96105669; THENCE N89°48’30”W, ALONG THE SAID SOUTH LINE OF THE TRACT OF LAND RECORDED IN 96105669, A DISTANCE OF 6.02 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 696 SQUARE FEET MORE OR LESS. | $5.740.00<br><br>----------<br><br>ROW Acquisition= $3,480.00<br><br>Cost to Cure= $2,260.00<br><br>---------- |

***Total= $15,890.00***

WHEREAS, agreements for the public right-of-way 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 enter into the Agreement for public right-of-way on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 7.e.

**Subject:** Public Hearing on Acquisition of Permanent Easement for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Bonahoom)

#2025-114 - Approving Acquisition of Permanent Easements for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10 (Bonahoom)

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

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**BACKGROUND:** This project is for the improvement of Independence Avenue from Capital Avenue to Manchester Road, as well as paving gravel road sections on Macron Street and Jay Street. The Public Works Department is proposing 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 the acquisition of a permanent easement is necessary.

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

**DISCUSSION:** A permanent easement is needed to accommodate the reconstruction of Independence Avenue- Capital Avenue to Manchester Road, including Macron Street and Jay Street, as shown on the attached sketch. Payment to the affected property owner totals $1,540.00, as detailed on the resolution.

**FISCAL IMPACT:** Funds are available in the approved FY2025 budget.

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

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

**RECOMMENDATION:** City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the permanent easement from the affected property owner, in the total amount of $1,540.00.

**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**
1. Resolution
2. Bonahoom Exhibit

R E S O L U T I O N 2025-114

WHEREAS, a permanent easement is required by the City of Grand Island for Independence Avenue- Capital Avenue to Manchester Road; Project No. 2023-P-10, from property described as follows:

| ***Property Owner*** | ***Legal Description*** | ***Amount*** |
|---|---|---|
| Jeremy N Bonahoom<br>and<br>Susie E Bonahoom | BEGINNING THE SOUTHWEST CORNER OF LOT 5, JEFFREY OAKS SUBDIVISION; THENCE N00º37'32"W (BASIS OF BEARING BEING THE HALL COUNTY LOW DISTORTION PROJECTION) ON THE WEST LINE OF SAID LOT 5, A DISTANCE OF 7.96 FEET; THENCE S89º30'05"E, A DISTANCE OF 105.21 FEET; THENCE S63º52'34"E, A DISTANCE OF 16.82 FEET TO THE EAST LINE OF SAID LOT 5; THENCE S00º38'55"E ON SAID EAST LINE, A DISTANCE OF 8.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ON THE SOUTH LINE OF SAID LOT 5 ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 50.88 FEET; THE CHORD BEARING OF SAID CURVE BEARS N81º16'37"W, A DISTANCE OF 50.70 FEET; THENCE N89º26'42"W ON SAID SOUTH LINE, A DISTANCE OF 70.21 FEET TO THE POINT OF BEGINNING, CONTAINING 1024 SQUARE FEET, MORE OR LESS. | $1,540.00 |
| | | ***Total=*** ***$1,540.00*** |

WHEREAS, an agreement for the permanent easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the permanent easement on the above described tract of land.

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

- - -

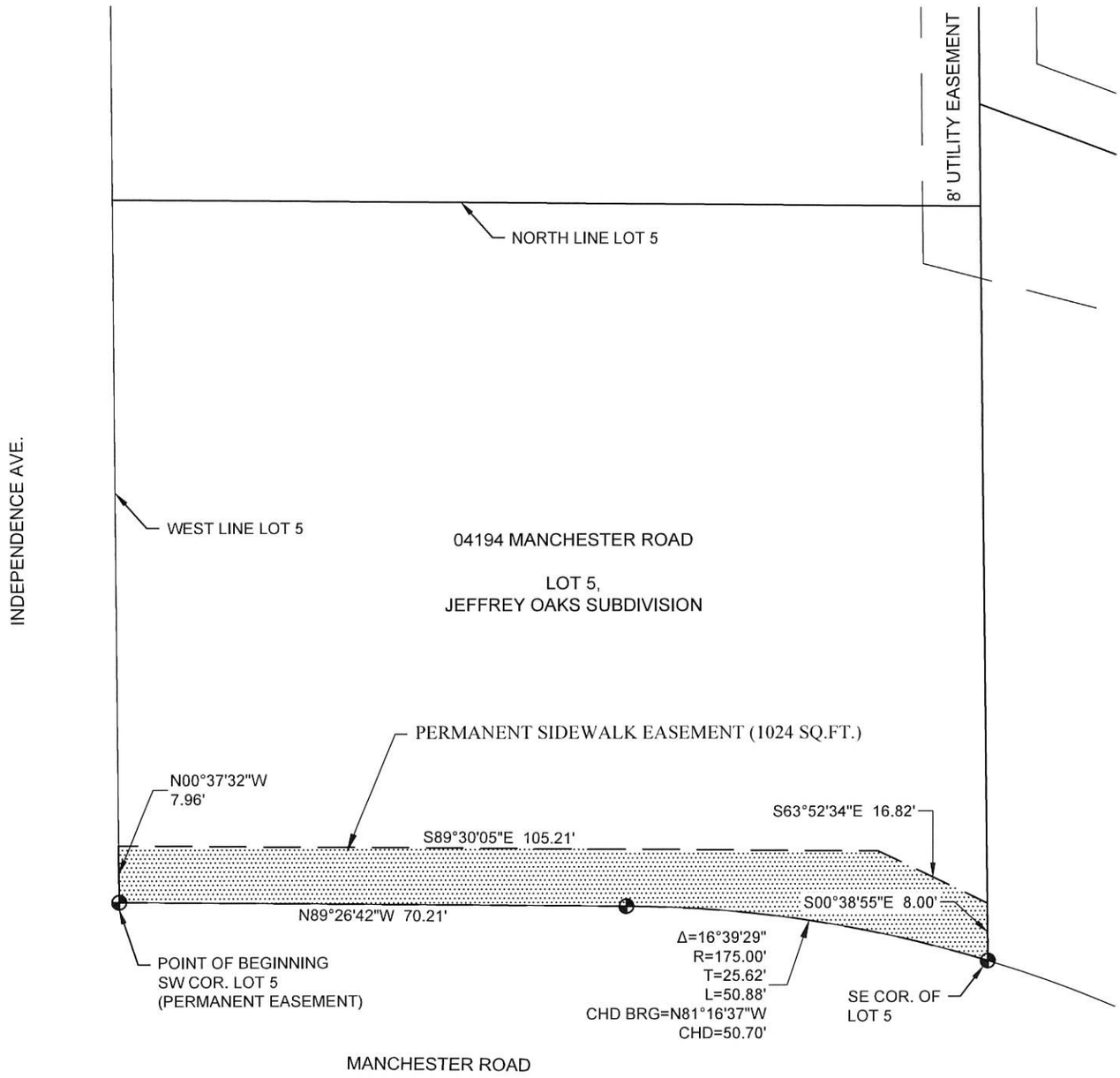
Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____
Roger G. Steele, Mayor

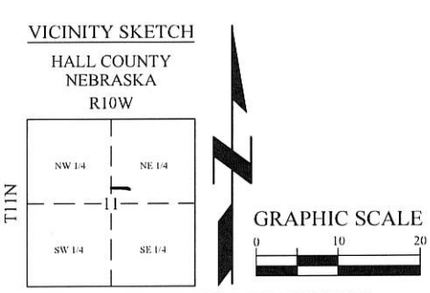
Attest:

_____
Jill Granere, City Clerk

# PERMANENT SIDEWALK EASEMENT EXHIBIT




VICINITY SKETCH




NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

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

PERMANENT SIDEWALK EASEMENT AREA

| | |
|---|---|
| DATE | 12/5/2024 |
| SCALE | 1" = 30' |
| DRAWN | MLD |
| JOB NO. | 231302 |
| FIELD BOOK | GRAND ISLAND #17 |
| FIELD WORK | AP/CW |
| SHEET | 1 OF 1 |
| FILE NO. | TRACT 4 |

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

J:\Projects\231302.00-Grand Island 2024 CIP\6 Survey\Drawings\231302-EASE.dwg, on 12/6/2024 3:14 PM.

## PERMANENT SIDEWALK EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, JEFFREY OAKS SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING THE SOUTHWEST CORNER OF LOT 5, JEFFREY OAKS SUBDIVISION; THENCE N00°37'32"W (BASIS OF BEARING BEING THE HALL COUNTY LOW DISTORTION PROJECTION) ON THE WEST LINE OF SAID LOT 5, A DISTANCE OF 7.96 FEET; THENCE S89°30'05"E, A DISTANCE OF 105.21 FEET; THENCE S63°52'34"E, A DISTANCE OF 16.82 FEET TO THE EAST LINE OF SAID LOT 5; THENCE S00°38'55"E ON SAID EAST LINE, A DISTANCE OF 8.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ON THE SOUTH LINE OF SAID LOT 5 ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 50.88 FEET, THE CHORD BEARING OF SAID CURVE BEARS N81°16'37"W, A DISTANCE OF 50.70 FEET; THENCE N89°26'42"W ON SAID SOUTH LINE, A DISTANCE OF 70.21 FEET TO THE POINT OF BEGINNING, CONTAINING 1024 SQUARE FEET, MORE OR LESS.

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 8.a.

**Subject:** #2025-115 - Approving Updated Parking Regulations

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

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

**DISCUSSION:** Museum Drive between Seedling Mile Road and Swift Road is a local, two-lane gravel road with the majority bordered by property owned by the City of Grand Island Utilities Department. The Utilities Department has requested Museum Drive be designated as No Parking to assist with access to and security of their infrastructure located in this area.

Two exhibits are attached for review

- A location map of the request
- Master List of Parking Designations/Restrictions detailing these changes.

Upon Public Works staff evaluation there are no concerns with this request.

**FISCAL IMPACT:** None.

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

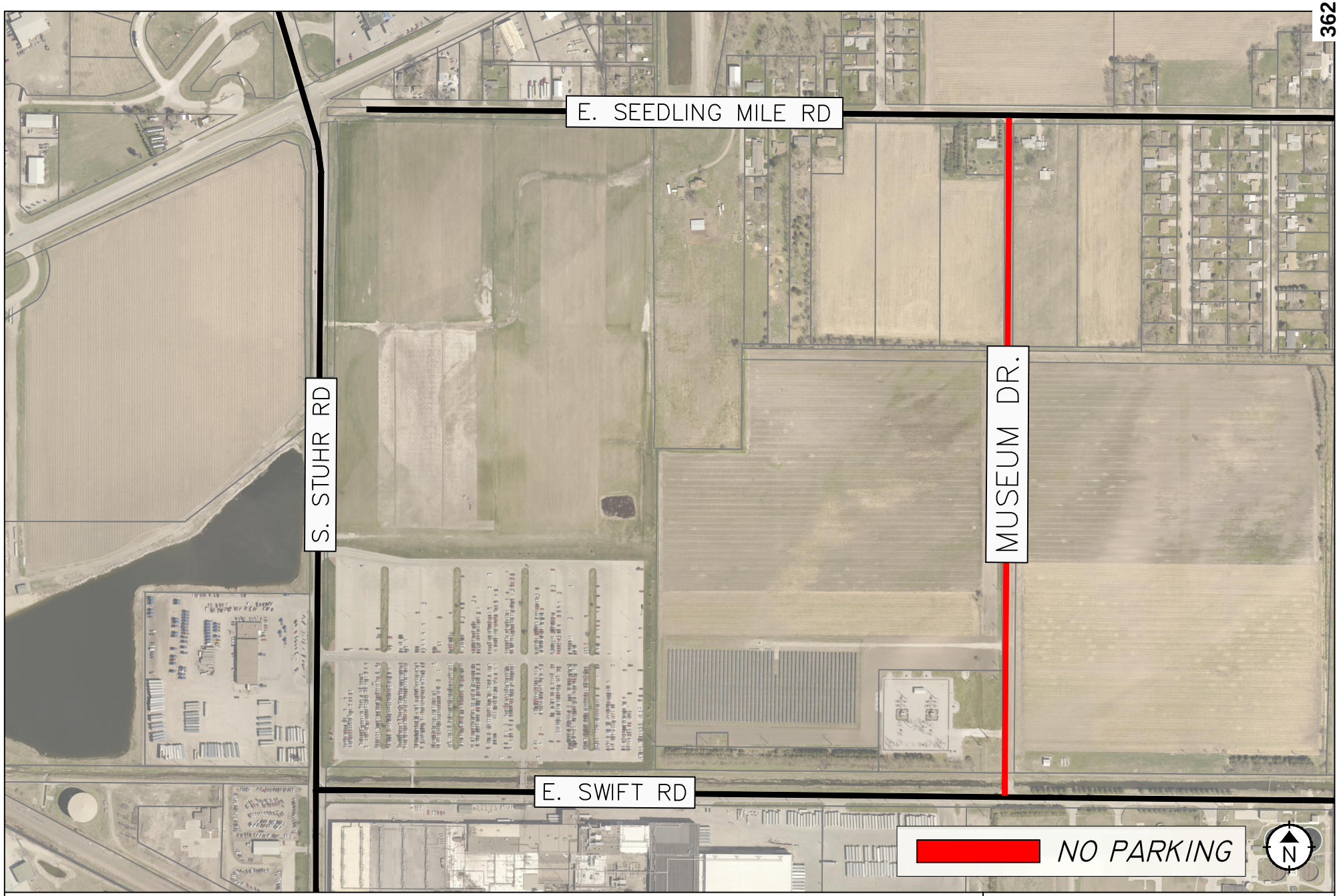
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

**RECOMMENDATION:** Approval of designating Museum Drive between Seedling Mile Road and Swift Road as No Parking and approval of the updated Master List of Parking Designations/Restrictions.

**SAMPLE MOTION:** Move to approve as recommended.

**ATTACHMENTS:**

1. Exhibit
2. REDLINE Parking Restrictions
3. Resolution




# NO PARKING EXHIBIT

MUSEUM DRIVE

GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

# PARKING RESTRICTION RESOLUTION

## PART ONE - NO PARKING (2025/3/11)

| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
|---|---|---|---|---|---|---|
| 10th Street | Broadwell Avenue | 135' East of Broadwell Avenue | Both | No Parking | 7 | 24 Hr. |
| 10th Street | 90' West of Eddy Street | 110' East of Eddy Street | Both | No Parking | 7 | 24 Hr. |
| 10th Street | 160' West of Cedar Street | Cedar Street | South | No Parking | 7 | 7:00am-4:30pm |
| 11th Street | Wheeler Avenue | Pine Street | South | No Parking | 7 | 24 Hr. |
| 11th Street | 40' West of Beal Street | 40' East of Beal Street | Both | No Parking | 7 | 24 Hr. |
| 12th Street | Eddy Street | Pine Street | South | No Parking | 7 | 24 Hr. |
| 13th Street | Webb Road | Isle Road | Both | No Parking | 7 | 24 Hr. |
| 13th Street | 75' East of Howard Avenue | 280' West of Kruse Avenue | South | No Parking | 7 | 24 Hr. |
| 13th Street | 100' East of Howard Avenue | 350' West of Kruse Avenue | North | No Parking | 7 | 24 Hr. |
| 13th Street | 245' West of Broadwell Avenue | Broadwell Avenue | South | No Parking | 7 | 24 Hr. |
| 13th Street | 140' West of Broadwell Avenue | Broadwell Avenue | North | No Parking | 7 | 24 Hr. |
| 15th Street | Eddy Street | Elm Street | South | No Parking | 7 | 24 Hr. |
| 1st Street | Greenwich Street | 120' East of Greenwich Street | North | No Parking | 7 | 24 Hr. |
| 23rd Street | Wheeler Avenue | Locust Street | Both | No Parking | Mon-Fri | 8:00am-5:30pm |
| 2nd Street | Eddy Street | Cleburn Street | North | No Parking | 7 | 24 Hr. |
| 2nd Street | 80' West of Walnut Street | Walnut Street | North | No Parking | 7 | 24 Hr. |
| 3rd Street | Blaine Street | 220' East of Blaine Street | Both | No Parking | 7 | 24 Hr. |
| 3rd Street | Harrison Street | 290' East of Broadwell Avenue | Both | No Parking | 7 | 24 Hr. |
| 3rd Street | Jefferson Street | Adams Street | North | No Parking | 7 | 24 Hr. |
| 3rd Street | Clark Street | Cleburn Street | Both | No Parking | 7 | 24 Hr. |
| 4th Street | Broadwell Avenue | 160' East of Broadwell | Both | No Parking | 7 | 24 Hr. |
| 4th Street | 195' West of Eddy Street | Cleburn Street | Both | No Parking | 7 | 24 Hr. |
| 4th Street | 35' West of Oak Street | Oak Street | South | No Parking | 7 | 24 Hr. |
| 4th Street | 45' West of Oak Street | 35' East of Oak Street | North | No Parking | 7 | 24 Hr. |
| 6th Street | Broadwell Avenue | Madison Street | Both | No Parking | 7 | 24 Hr. |
| 6th Street | Sycamore Street | Kimball Street | South | No Truck Parking | 7 | 24 Hr. |
| 7th Street | Darr Avenue | White Avenue | South | No Parking | 7 | 24 Hr. |
| Adams Street | 170' South of Stolley Park Road | Stolley Park Road | Both | No Parking | 7 | 24 Hr. |
| Anderson Avenue | Alley West of Locust Street | Locust Street | South | No Parking | 7 | 8:00pm-7:00am |
| Anna Street | Broadwell Avenue | Madison Street | Both | No Parking | 7 | 24 Hr. |
| Anna Street | Madison Street | Adams Street | North | No Parking | 7 | 24 Hr. |
| Anna Street | Eddy Street | Cleburn Street | Both | No Parking | 7 | 24 Hr. |
| Anna Street | Elm Street | Locust Street | Both | No Parking | 7 | 24 Hr. |
| Bismark Road | Locust Street | Pine Street - South Leg | Both | No Parking | 7 | 24 Hr. |
| Blaine Street | Stolley Park Road | Del Monte Avenue | Both | No Parking | 7 | 24 Hr. |
| Blaine Street | 110' North of 2nd Street | 3rd Street | East | No Parking | 7 | 24 Hr. |
| Blaine Street | 200' South of Old Potash Highway/Lincoln Highway | Old Potash Highway/Lincoln Highway | Both | No Parking | 7 | 24 Hr. |
| Boggs Avenue | 7th Street | Baumann Drive | East | No Parking | 7 | 24 Hr. |
| Brahma Street | 40' South of Wyandotte Street | Wyandotte Street | East | No Parking | 7 | 24 Hr. |
| Broadwell Avenue | Division Street | 2nd Street | Both | No Parking | 7 | 24 Hr. |
| Capital Avenue | 80' East of Engleman Road | 180' East of Engleman Road | North | No Parking | 7 | 24 Hr. |
| Capital Avenue | Independence Avenue | Macron Street | North | No Parking | 7 | 24 Hr. |
| Charles Street | Locust Street | Pine Street | North | No Parking | 7 | 24 Hr. |
| Charles Street | Locust Street | 55' East of Locust Street | South | No Parking | 7 | 24 Hr. |
| College Street | Webb Road | Sheridan Avenue | Both | No Parking | 7 | 24 Hr. |
| Custer Avenue | Old Potash Highway/Lincoln Highway | Clarence Street | Both | No Parking | 7 | 24 Hr. |
| Custer Avenue | 75' South of North Front Street | 75' North of North Front Street | Both | No Parking | 7 | 24 Hr. |
| Custer Avenue | 200' South of Faidley Avenue | 175' North of Faidley Avenue | West | No Parking | 7 | 24 Hr. |
| Custer Avenue | 200' South of Faidley Avenue | 185' North of 8th Street | East | No Parking | 7 | 24 Hr. |
| Custer Avenue | 235' South of 13th Street | 16th Street | West | No Parking | 7 | 24 Hr. |
| Custer Avenue | 235' South of 13th Street | Vandergrift Avenue | East | No Parking | 7 | 24 Hr. |
| Custer Avenue | 370' South of State Street | Waugh Street | Both | No Parking | 7 | 24 Hr. |
| Custer Avenue | 375' North of College Street | 475' North of College Street | East | No Parking | 7 | 24 Hr. |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART ONE - NO PARKING (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| Darr Avenue | 5th Street | 6th Street | East | No Parking | 7 | 24 Hr. |
| Darr Avenue | 75' South of 7th Street | 7th Street | West | No Parking | 7 | 24 Hr. |
| Darr Avenue | 30' South of 7th Street | 7th Street | East | No Parking | 7 | 24 Hr. |
| Delaware Street | Locust Street | Alley East of Locust Street | Both | No Parking | 7 | 10:00pm-5:00am |
| Delta Street | Lincoln Avenue | 145' East of Lincoln Avenue | South | No Parking | 7 | 24 Hr. |
| Eddy Street | Hedde Street | Fonner Park Road | East | No Parking | 7 | 11:00pm-5:00am |
| Eddy Street | Fonner Park Road | 200' North of Fonner Park Road | East | No Parking | 7 | 24 Hr. |
| Eddy Street | Eddy Street & Greenwich Street Intersection | 50' North of the Eddy Street & Greenwich Street Intersection | West | No Parking | 7 | 24 Hr. |
| Eddy Street | 170' South of Koenig Street | Division Street | West | No Parking | 7 | 24 Hr. |
| Eddy Street | 50' South of Koenig Street | 1st Street | East | No Parking | 7 | 24 Hr. |
| Eddy Underpass Frontage Road West | North Front Street | 4th Street | Both | No Parking | 7 | 24 Hr. |
| Eddy Underpass Frontage Road East | North Front Street | 4th Street | Both | No Parking | 7 | 24 Hr. |
| Elm Street | 125' South of South Union Pacific Railroad Mainline Track | Union Pacific Railroad | Both | No Parking | 7 | 24 Hr. |
| Elm Street | 10th Street | 12th Street | West | No Parking | 7 | 24 Hr. |
| Engleman Road | Capital Avenue | 75' North of Capital Avenue | East | No Parking | 7 | 24 Hr. |
| Exchange Road | Dead End (South End) | Locust Street | East | No Parking | 7 | 24 Hr. |
| Faidley Avenue | Custer Avenue | Carey Street | Both | No Parking | 7 | 24 Hr. |
| Faidley Avenue | 155' West Broadwell Avenue | Broadwell Avenue | South | No Parking | 7 | 24 Hr. |
| Faidley Avenue | 120' West Broadwell Avenue | Broadwell Avenue | North | No Parking | 7 | 24 Hr. |
| Fonner Park Road | 150' West of Locust Street | Sycamore Street | Both | No Parking | 7 | 24 Hr. |
| Forrest Street | Custer Avenue | Lafayette Avenue | South | No Parking | 7 | 7:30am-4:00pm |
| Greenwich Street | Fonner Park Road | 250' North of Fonner Park Road | West | No Parking | 7 | 24 Hr. |
| Hedde Street | Eddy Street | Locust Street | Both | No Parking | 7 | 11:00pm-5:00am |
| Holcomb Street | 110' West of Bantam Street | Bantam Street | South | No Parking | 7 | 24 Hr. |
| Jefferson Street | 3rd Street | South Front Street | Both | No Parking | 7 | 24 Hr. |
| Kaufman Avenue | 500' North of Old Potash | 560' North of Old Potash | East | No Parking | 7 | 24 Hr. |
| Koenig Street | 30' West of Eddy Street | Eddy Street | South | No Parking | 7 | 24 Hr. |
| Koenig Street | 55' West of Eddy Street | 150' East of Eddy Street | North | No Parking | 7 | 24 Hr. |
| Koenig Street | 60' West of Walnut Street | Walnut Street | South | No Parking | 7 | 24 Hr. |
| Koenig Street | Pine Street | Oak Street | South | No Parking | 7 | 24 Hr. |
| Koenig Street | Louise Street | 90' North of Louise Street | East | No Parking | 7 | 24 Hr. |
| Koenig Street | Louise Street | 130' North of Louise Street | West | No Parking | 7 | 24 Hr. |
| Lafaytte Avenue | College Street | Forrest Street | West | No Parking | 7 | 7:30am-4:00pm |
| Lincoln Avenue | 90' North of Delta Street | 195' North of Delta Street | East | No Parking | 7 | 24 Hr. |
| Lincoln Avenue | 2nd Street | 3rd Street | West | No Parking | 7 | 24 Hr. |
| Locust Street | Charles Street | 1st Street | Both | No Parking | 7 | 24 Hr. |
| Locust Street | 10th Street | 12th Street | West | No Parking | 7 | 24 Hr. |
| Louise Street | Koenig Street | 90' North of Koenig Street | West | No Parking | 7 | 24 Hr. |
| Louise Street | Koenig Street | 110' North of Koenig Street | East | No Parking | 7 | 24 Hr. |
| Manchester Road | Independence Avenue | Mansfield Road | Both | No Parking | 7 | 24 Hr. |
| Mansfield Road | Cannon Road | Manchester Road | Both | No Parking | 7 | 24 Hr. |
| Mansfield Road | Concrete Section | Horseshoe Place | East | No Parking | 7 | 24 Hr. |
| Mansfield Road | Horseshoe Place | Hike/Bike Trail | East | No Parking | 7 | 24 Hr. |
| Monarch Avenue | Ebony Lane | Sunrise Avenue | South | No Parking | 7 | 24 Hr. |
| Museum Drive | Seedling Mile Road | Swift Road | Both | No parking | 7 | 24 Hr. |
| North Front Street | Webb Road | Eisenhower Drive | Both | No Parking | 7 | 24 Hr. |
| North Front Street | Broadwell Avenue | 65' West of Monroe Street | North | No Parking | 7 | 24 Hr. |
| North Front Street | 148' West of Lincoln Avenue | Lincoln Avenue | South | No Parking | 7 | 24 Hr. |
| North Front Street | 150' West of Clark Street | Clark Street | South | No Parking | 7 | 24 Hr. |
| Oklahoma Avenue | 80' West of Broadwell Avenue | Broadwell Avenue | North | No Parking | 7 | 24 Hr. |
| Oklahoma Avenue | 30' West of Broadwell Avenue | Broadwell Avenue | South | No Parking | 7 | 24 Hr. |
| Old Highway 30 | Industrial Lane | US Highway 30 (West of Overpass) | North | No Parking | 7 | 24 Hr. |
| Old Lincoln Highway | Custer Avenue | 175' East of Custer Avenue | South | No Parking | 7 | 24 Hr. |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART ONE - NO PARKING (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| Old Lincoln Highway | Carey Avenue | Broadwell Avenue | South | No Parking | 7 | 24 Hr. |
| Old Lincoln Highway | Garfield Avenue | Broadwell Avenue | North | No Parking | 7 | 24 Hr. |
| Old Potash Highway | Piper Street | 565' West of Custer Avenue | North | No Parking | 7 | 24 Hr. |
| Old Potash Highway | 200' West of Custer Avenue | Custer Avenue | Both | No Parking | 7 | 24 Hr. |
| Orleans Drive | Faidley Avenue | 215' North of Faidley Avenue | East | No Parking | 7 | 24 Hr. |
| Oxnard Avenue | Eddy Street | Locust Street | Both | No Parking | 7 | 11:00pm-5:00am |
| Park Drive | Park Drive | Stolley Park Road | West | No Parking | 7 | 24 Hr. |
| Phoenix Avenue | 1/2 Block West of Locust Street | Locust Street | Both | No Parking | 7 | 24 Hr. |
| Pine Street | Bismark Road | Ashton Avenue | East | No Parking | 7 | 24 Hr. |
| Pine Street | Schuff Street | Ashton Avenue | West | No Parking | 7 | 8:00pm-6:00am |
| Pine Street | 115' South of Koenig Street | Koenig Street | West | No Parking | 7 | 24 Hr. |
| Pine Street | 145' South of Court Street | Court Street | West | No Parking | 7 | 24 Hr. |
| Pine Street | 70' South of South Front Street | South Front Street | West | No Parking | 7 | 24 Hr. |
| Piper Street | Old Potash Highway | 495' North of Old Potash Highway | East | No Parking | Mon-Fri | 7:00am-7:00pm |
| Prospect Street | Lafayette Avenue | Park Avenue | Both | No Parking | Mon-Fri | 7:00am-4:00pm |
| Ramada Road | US Highway 34 | Woodland Drive | Both | No Parking | 7 | 8:00pm-6:00am |
| Riverside Drive | Hagge Avenue | Stolley Park Road | Both | No Parking | 7 | 24 Hr. |
| Roberts Street | Broadwell Avenue | 250' East of Broadwell Avenue | Both | No Parking | 7 | 24 Hr. |
| Roberts Street | 420' East of Broadwell Avenue | 330' East of Roberts Court | North | No Trailer Parking | 7 | 24 Hr. |
| Sagewood Avenue | 710' South of State Street | State Street | West | No Parking | 7 | 24 Hr. |
| Schimmer Drive | US Highway 281 | 350' East of US Highway 281 | North | No Parking | 7 | 24 Hr. |
| Sky Park Road | Airport Road | Abbot Road | Both | No Parking or Standing | 7 | 24 Hr. |
| South Street | Locust Street | Pine Street | Both | No Parking | 7 | 8:00pm-5:00am |
| State Street | US Hwy 281 | 350' East of Webb Road | Both | No Parking | 7 | 24 Hr. |
| State Street | Howard Avenue | Cleburn Street | Both | No Parking | 7 | 24 Hr. |
| State Street | Cleburn Street | 280' East of Cleburn Street | South | No Parking | 7 | 24 Hr. |
| Stoeger Drive | Baumann Drive | 7th Street | South | No Parking | 7 | 24 Hr. |
| Stolley Park Road | US Highway 281 | Stuhr Road | Both | No Parking | 7 | 24 Hr. |
| Stuhr Road | Stolley Park Road | Bismark Road | Both | No Parking | 7 | 24 Hr. |
| Stuhr Road | Burlington Northern Railroad | City Outfall Ditch | Both | No Parking | 7 | 24 Hr. |
| Swift Road | Stuhr Road | West boundary of WWTP | Both | No Parking | 7 | 24 Hr. |
| Sycamore Street | Ashton Avenue | 1st Street | West | No Parking | 7 | 24 Hr. |
| Sycamore Street | 4th Street | 150' North of 4th Street | Both | No Parking | 7 | 24 Hr. |
| Sycamore Street | 5th Street | 6th Street | East | No Parking | 7 | 24 Hr. |
| Sycamore Underpass Frontage Road West | 3rd Street | 4th Street | Both | No Parking | 7 | 24 Hr. |
| Sycamore Underpass Frontage Road East | 3rd Street | 4th Street | Both | No Parking | 7 | 24 Hr. |
| US Highway 34 | US Highway 281 | Union Pacific Railroad | Both | No Parking | 7 | 24 Hr. |
| Vine Street | 80' South of Meves Avenue | Meves Avenue | East | No Parking | 7 | 24 Hr. |
| Walnut Street | 1st Street | 2nd Street | West | No Parking | 7 | 24 Hr. |
| Webb Road | Westside Street | 300' North of State Street | Both | No Parking | 7 | 24 Hr. |
| Wedgewood Drive | Locust Street | Bellwood Drive | Both | No Parking | 7 | 11:00pm-5:00am |
| Wheeler Avenue | Division Street | 115' North of Division Street | East | No Parking | 7 | 24 Hr. |
| Wheeler Avenue | 10th Street | 17th Street | Both | No Parking | 7 | 24 Hr. |
| Wheeler Avenue | 80' South of 23rd Street | 280' North of 23rd Street | West | No Parking | 7 | 8:00am-4:30pm |
| Wheeler Avenue | 22nd Street | Capital Avenue | East | No Parking | 7 | 9:00am-4:00pm |
| Windolph Avenue | Eddy Street | Locust Street | Both | No Parking | 7 | 11:00pm-5:00am |
| Woodland Drive | Ramada Road | Locust Street | Both | No Parking | 7 | 8:00pm-6:00am |
| Wyandotte Street | Brahma Street | Chanticleer Street | South | No Parking | 7 | 24 Hr. |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART ONE - NO PARKING (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| | | | | | | |
| **STATE FAIR PARKING RESTRICTIONS** | | | | | | |
| Fonner Park Road | Locust Street | Stuhr Road | Both | No Parking | 7 | 24 Hr. |
| Stolley Park Road | 500' West of Adams Street | Locust Street | Both | No Parking | 7 | 24 Hr. |
| Stolley Park Road | 1/2 mile West of Stuhr Road | Stuhr Road | Both | No Parking | 7 | 24 Hr. |
| Stuhr Road | Wood River | Bismark Road | Both | No Parking | 7 | 24 Hr. |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART TWO - TIME RESTRICTION PARKING (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| 1st Street | 40' East of Cedar Street | 60' East of Cedar Street | North | 20 min. | Mon-Sat | 8:00am-5:30pm |
| 2nd Street | Walnut Street | Pine Street | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | Elm Street | Kimball Street | South | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | Elm Street | 58' West of Cedar Street | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | 58' West of Cedar Street | Cedar Street | North | 20 min. | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | Cedar Street | 173' West of Walnut Street | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | 173' West of Walnut Street | 156' West of Walnut Street | North | 20 min. | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | 156' West of Walnut Street | 60' West of Walnut Street | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | 60' West of Walnut Street | Walnut Street | North | 20 min. | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | Walnut Street | Sycamore Street | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 3rd Street | 160' East of Sycamore Street | 390' East of Sycamore Street | North | 15 min. | Mon-Fri | 7:00am-5:30pm |
| 4th Street | 145' East of Cedar Street | Wheeler Avenue | South | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 4th Street | Cedar Street | Wheeler Avenue | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 4th Street | Wheeler Avenue | Locust Street | Both | 2 HR | 7 | 24 Hr. |
| 4th Street | Locust Street | Sycamore Street | North | 2 HR | Mon-Sat | 8:00am-5:30pm |
| 4th Street | 120' West of Kimball Avenue | 30' West of Kimball Avenue | South | 2 HR | 7 | 24 Hr. |
| Cedar Street | 2nd Street | 295' North of 3rd Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Cedar Street | 80' North of 2nd Street | 295' North of 3rd Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| College Street | Lafaytte Avenue | Grand Island Avenue | South | 2 HR | Mon-Fri | 8:00am-4:00pm |
| College Street | Lafaytte Avenue | Park Avenue | North | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Elm Street | North Front Street | 4th Street | East | 2 HR | 7 | 24 Hr. |
| Forrest Street | Kruse Avenue | 148' East of Kruse Avenue | North | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Kruse Avenue | Forrest Street | Cottage Street | East | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Lafayette Avenue | 60' South of Waugh Street | Cottage Street | East | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Lafayette Avenue | 60' North of Waugh Street | College Street | West | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Locust Street | 43' North of 1st Street | 64' North of 1st Street | West | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 64' North of 1st Street | 56' South of 2nd Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 56' South of 2nd Street | 38' South of 2nd Street | West | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 2nd Street | 134' South of 3rd Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 134' South of 3rd Street | 120' South of 3rd Street | West | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 120' South of 3rd Street | 83' North of 3rd Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 83' North of 3rd Street | 120' North of 3rd Street | West | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 120' North of 3rd Street | South Front Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 1st Street | 125 North of 2nd Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 125' North of 2nd Street | 142' North of 2nd Street | East | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 142' North of 2nd Street | 40' South of 3rd Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 40' South of 3rd Street | 25' South of 3rd Street | East | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 3rd Street | South Front Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Locust Street | 4th Street | 82' North of 4th Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART TWO - TIME RESTRICTION PARKING (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| Park Avenue | 125' South of College Street | Forrest Street | West | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Park Avenue | 125' North of College Street | Forrest Street | East | 2 HR | Mon-Fri | 8:00am-4:00pm |
| Pine Street | Koenig Street | 145' South of Court Street | West | 2 HR | 7 | 24 Hr. |
| Pine Street | Court Street | 90' South of South Front Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Pine Street | Court Street | 40' North of 3rd Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Pine Street | 40' North of 3rd Street | 57' North of 3rd Street | East | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Pine Street | 57' North of 3rd Street | South Front Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Tilden Street | US Highway 30 | 100' North of US Highway 30 | East | 1 HR | 7 | 24 Hr. |
| Walnut Street | 2nd Street | 120' South of 3rd Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Walnut Street | 110' South of 3rd Street | 109' South of South Front Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Walnut Street | 265' North of the north set of UPRR tracks | 4th Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Walnut Street | 2nd Street | 90' South of South Front Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Walnut Street | 150' North of the North set of UPRR tracks | 63' South of 4th Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Walnut Street | 63' South of 4th Street | 4th Street | East | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Walnut Street | 70' North of 4th Street | 125' North of 4th Street | East | 20 min. | Mon-Sat | 8:00am-5:30pm |
| Wheeler Avenue | 280' South of Division Street | 3rd Street | West | 2 HR | Mon-Sat | 8:00am-5:30pm |
| Wheeler Avenue | 167' North of  Division Street | 3rd Street | East | 2 HR | Mon-Sat | 8:00am-5:30pm |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART THREE - LOADING ZONES (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| 10th Street | Cedar Street | 64' East of Cedar Street | South | Loading Zone | 7 | 7:00am-4:30pm |
| 12th Street | 110' East of Wheeler Street | 140' East of Wheeler Street | North | Loading Zone | 7 | 24 Hr |
| 7th Street | Lincoln Avenue | 52' East of Lincoln Avenue | South | Loading Zone | Mon-Fri | 7:30am-5:30pm |
| Beal Street | 8th Street | 9th Street | East | Loading Zone | Mon-Fri | 8:00am-5:00pm |
| Bismark Street | Oak Street | Vine Street | North | Loading Zone | 7 | 24 Hr |
| Charles Street | 94' East of Locust Street | 172' East of Locust Street | South | Loading Zone | 7 | 24 Hr |
| Cleburn Street | North Front Street | 74' North of North Front Street | East | Loading Zone | 7 | 24 Hr |
| Eddy Street | 250' South of Hedde Street | 175' South of Hedde Street | East | Loading Zone | 7 | 24 Hr |
| Kennedy Drive | 35' North of Faidley Avenue | 80' North of Faidley Avenue | East | Loading Zone | 7 | 24 Hr |
| Oak Street | Bismark Road | 380' North of Bismark Road | Both | Loading Zone | 7 | 24 Hr |
| Pine Street | 60' North of 6th Street | 82' North of 6th Street | West | Loading Zone | 7 | 24 Hr |
| Sherman Avenue | 11th Avenue | 13th Street | West | Loading Zone | 7 | 8:00am-4:00pm |
| Vine Street | Bismark Road | Meves Avenue | West | Loading Zone | 7 | 24 Hr |
| Walnut Street | 50' North of 4th Street | 70' North of 4th Street | East | Loading Zone | 7 | 24 Hr |
| Walnut Street | 120' South of 3rd Street | 110' South of 3rd Street | West | Loading Zone | Mon-Fri | 8:00am-5:00pm |

| PARKING RESTRICTION RESOLUTION | | | | | | |
|---|---|---|---|---|---|---|
| PART FOUR - TOW ZONES (2025/3/11) | | | | | | |
| Street | From | To | Side of Street | Parking Restriction Type | Parking Restriction Effective Days | Parking Restriction Effective Time |
| Swift Road | Stuhr Road | Museum Drive | Both | Tow Zone | 7 | 24 Hr |

R E S O L U T I O N  2025-115

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

WHEREAS, the Utilities Department has requested parking on Museum Drive between Seedling Mile Road and Swift Road be prohibited to maintain access and security to electrical infrastructure; and

WHEREAS, Public Works staff have prepared the attached Master List of Parking Designations/Restrictions update to include the restriction on Museum Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that parking regulations within the City of Grand Island are established as listed on the attached exhibits “Part One- No Parking; dated 2025/3/11”, “Part Two- Time Restriction Parking, dated 2025/3/11”, Part Three- Loading Zones, dated 2025/3/11”, and “Part Four- Tow Zone, dated 2025/3/11”.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, March 25, 2025.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

# AGENDA MEMO

**To:** The Mayor and City Council

**Agenda:** City Council Meeting

**Date:** March 25, 2025

**Item #:** 9.a.

**Subject:** Update to Council on ruling of Nebraska Supreme Court in *Woodsonia HWY 281 v. American Multi-Cinema, 318 Neb. 592 (2025)*

**Staff Contact:** Kari Fisk, City Attorney

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**BACKGROUND:** N/A

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** N/A

**RECOMMENDATION:** N/A

**SAMPLE MOTION:** N/A

**ATTACHMENTS:**
1. Nebraska Supreme Court

Nebraska Supreme Court Online Library
www.nebraska.gov/apps-courts-epub/
03/14/2025 08:12 AM CDT



# WOODSONIA HWY 281, LLC, APPELLEE, V. AMERICAN MULTI-CINEMA, INC., APPELLANT.

___ N.W.3d ___

Filed March 14, 2025. No. S-24-004.

1. **Motions to Dismiss: Jurisdiction: Appeal and Error.** Subject matter jurisdiction is a question of law. In reviewing a trial court's decision on a motion to dismiss for lack of subject matter jurisdiction, an appellate court employs a de novo standard of review.
2. **Forcible Entry and Detainer: Jurisdiction: Legislature.** Because a court's jurisdiction over forcible entry and detainer actions arises out of a legislative grant, it is inherently limited by that grant.
3. **Forcible Entry and Detainer: Legislature.** In Nebraska, the Legislature has limited the scope of forcible entry and detainer actions to two circumstances: (1) complaints of unlawful and forcible entry into lands and tenements and the detention of the same and (2) complaints against those who, having a lawful and peaceable entry into lands or tenements, unlawfully and by force hold the same.
4. **Forcible Entry and Detainer: Words and Phrases.** Forcible entry and detainer actions are special statutory proceedings designed to provide a speedy and summary method by which the owner of real estate might regain possession of it from one who had unlawfully and forcibly entered into and detained possession thereof, or one who, having lawfully entered, then unlawfully and forcibly detained possession.
5. **Forcible Entry and Detainer: Courts: Jurisdiction.** Given the limited scope of forcible entry and detainer, when a court hears such an action, it sits as a special statutory tribunal to summarily decide the issues authorized by the statute and does not have the power to hear and determine other issues.
6. **Forcible Entry and Detainer.** Forcible entry and detainer actions prevent protracted litigation by limiting the scope of the proceeding so collateral issues not connected with the question of possession do not burden or delay the proceeding.

7. ____. In an action for forcible entry and detainer, the contest is limited to the naked right of possession of the premises.
8. **Forcible Entry and Detainer: Title.** Because a forcible entry and detainer action is merely possessory, the question of title to real estate cannot be either tried or determined in the case.
9. **Forcible Entry and Detainer: Title: Jurisdiction.** A forcible entry and detainer action does not try the question of title, but only the immediate right of possession. Thus, when a party attempts to interject a title dispute into a forcible entry and detainer action, thereby transforming the proceedings into an action to determine title, the court is divested of jurisdiction.
10. ____: ____: ____. Where the right to possession in a forcible entry and detainer action involves a title dispute, resort must be had not only to another tribunal, but also to a different form of action.
11. **Forcible Entry and Detainer: Title: Jurisdiction: Dismissal and Nonsuit.** If the court in a forcible entry and detainer action can find and determine the right of possession without at the same time determining the rights of the parties, legal or equitable, in the property itself, it cannot be said that the title is drawn into question. But if the claimant's right of possession depends on resolving some right of the defendant, whether legal or equitable, in the property itself, the court must dismiss the forcible entry and detainer action for want of jurisdiction.
12. **Forcible Entry and Detainer.** The purpose of a forcible entry and detainer action is not to determine either the actual ownership of the property or the legal right to its possession.
13. **Forcible Entry and Detainer: Title: Jurisdiction.** In a forcible entry and detainer action, the defendant's mere assertion that a title claim exists is not enough to deprive a court of jurisdiction. Instead, a court may proceed until the evidence discloses that the question involved is one of title.
14. **Title: Leases.** Whether an owner's title to property is encumbered by a lease is a question bearing on title.
15. **Forcible Entry and Detainer: Landlord and Tenant: Contracts.** A forcible entry and detainer action is not the proper action to resolve a contract dispute between a landlord and tenant.

Appeal from the District Court for Hall County, ANDREW C. BUTLER, Judge, on appeal thereto from the County Court for Hall County, ALFRED E. COREY III, Judge. Judgment of District Court vacated, and cause remanded with directions.

Daniel L. Lindstrom and Nicole J. Luhm, of Jacobsen Orr, Lindstrom & Holbrook, P.C., L.L.O., for appellant.

Gregory C. Scaglione and Emily M. Coffey, of Koley Jessen, P.C., L.L.O., for appellee.

Funke, C.J., Cassel, Stacy, Papik, and Freudenberg, JJ.

Stacy, J.

In this forcible entry and detainer action,[1] an evicted commercial tenant appeals from a writ of restitution entered by the county court and affirmed by the district court.[2] A threshold issue on appeal is whether the evidence in this case presented a "title dispute" that deprived the county court of subject matter jurisdiction.[3] For reasons we will explain, we hold this case presented a title dispute and therefore the county court should have dismissed it for lack of jurisdiction. We vacate the judgment of the district court and remand the cause with directions to vacate the county court's judgment and further remand the cause to the county court with directions to dismiss.

## I. BACKGROUND

### 1. Parties

Conestoga Mall 2022, LLC (Conestoga), owned and operated a retail shopping mall in Grand Island, Nebraska. Beginning in 2003, Conestoga leased approximately 17,000 square feet

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[1] See Neb. Rev. Stat. §§ 25-21,219 to 25-21,235 (Reissue 2016 & Cum. Supp. 2024).

[2] See § 25-21,233 and Neb. Rev. Stat. §§ 25-2728 (Cum. Supp. 2024) and 25-2733 (Reissue 2016).

[3] See, e.g., *Federal Nat. Mortgage Assn. v. Marcuzzo*, 289 Neb. 301, 303, 854 N.W.2d 774, 777 (2014) (holding "[o]ur case law requires a court to dismiss a forcible entry and detainer action upon receiving evidence of the existence of a title dispute"); *Cummins Mgmt. v. Gilroy*, 266 Neb. 635, 638, 667 N.W.2d 538, 542 (2003) ("a court cannot determine a question of title in a forcible entry and detainer action[, and] if the resolution of the case would require the court to determine a title dispute, it must dismiss the case for lack of jurisdiction").

of space in the shopping mall to Dickinson Theatres, Inc. (Dickinson), pursuant to a long-term lease described in more detail below. In 2015, Dickinson was acquired by American Multi-Cinema, Inc. (AMC). AMC assumed the commercial lease and continued to operate the movie theater in the shopping mall.

In 2022, Conestoga agreed to sell the shopping mall to Woodsonia Hwy 281, LLC (Woodsonia). Woodsonia planned to redevelop the shopping mall property using tax increment financing.[4]

### 2. Lease

The terms of the commercial lease between Conestoga and Dickinson, executed in 2003, are relevant to the issues on appeal, so we describe them in some detail. The lease had an initial term of 15 years with the option to extend the lease for two additional 5-year terms. AMC assumed Dickinson's leasehold interest when it acquired Dickinson in 2015. In 2018, AMC exercised its option to extend the lease for an additional 5-year term, through December 31, 2023. The record on appeal is silent as to any additional extensions, but no party argues that the lease expired at any point in this litigation. Instead, Woodsonia argues that the lease was terminated pursuant to the eminent domain provisions, which we describe next.

Article 15 of the lease is titled "Eminent Domain," and it is central to the parties' dispute. We quote the relevant provisions of article 15 now and discuss the provisions in more detail later:

> 15.1 Taking. If the Demised Premises, or a substantial part thereof, shall be taken in eminent domain, or conveyed under threat of condemnation proceedings, then this Lease shall forthwith terminate and end upon the taking thereof as if the original term provided in said Lease expired at the time of such taking . . . .

[4] See Neb. Rev. Stat. §§ 18-2101 to 18-2157 (Reissue 2022 & Cum. Supp. 2024) (Community Development Law).

> . . . .
>
> 15.3 No Claim Against Landlord. It is understood and agreed that in the event of the termination of this Lease as provided under this Article, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease and no right or claim to any part of the award [to the Landlord] made on account thereof, except as specifically provided in this Article.
>
> . . . .
>
> 15.5 Transfer of Landlord's Interest to Condemnor. Landlord may, without any obligation or liability to Tenant, agree to sell and/or convey to the condemnor the Demised Premises, the Shopping Center or any portion thereof, sought by the condemnor, free from this Lease and the rights of Tenant hereunder, without first requiring that any action or proceeding be instituted or, if instituted, pursued to a judgment. In such event, this Lease shall be deemed terminated effective on the date of such transfer.

### 3. Redevelopment Proposal and Approval

Woodsonia commissioned a blight study of the shopping mall property, and in September 2022, it presented the study and a redevelopment proposal to the Grand Island City Council.[5] Thereafter, the city council engaged in a review under the Community Development Law[6] and ultimately approved Woodsonia's redevelopment plan and its request for tax increment financing. AMC argues there were various irregularities in the redevelopment approval process. We do not elaborate on those arguments in this appeal, except to note that AMC generally contends the irregularities rendered any threat of condemnation pretextual and thus insufficient to trigger the eminent domain provisions of the lease.

Following the city council's approval of the redevelopment plan, Conestoga formally conveyed to Woodsonia, on

[5] See § 18-2101.02(2).

[6] See §§ 18-2101 to 18-2157.

March 1, 2023, all of Conestoga's "right, title, and interest in and to" the shopping mall. On March 3, Woodsonia recorded the redevelopment contract and a special warranty deed reciting that the shopping mall property was conveyed "free from encumbrances, except those Permitted Exceptions set forth on **Exhibit A** attached hereto and incorporated herein by this reference." As relevant here, one such permitted exception was "[t]he rights or interest of tenants in possession, as tenants only, pursuant to unrecorded or recorded eases, contracts, and/or verbal agreements . . . ."

#### 4. Woodsonia Takes Steps to Terminate Leases

In furtherance of the redevelopment project, Woodsonia successfully negotiated the termination of most of the leases in the shopping mall, with the exception of AMC and a few other tenants. Because Woodsonia had been unable to negotiate termination of AMC's lease, it took steps to terminate the lease pursuant to the "Eminent Domain" provisions. AMC contends that none of the steps taken by Woodsonia were sufficient to trigger the eminent domain provisions of the lease or to terminate the lease.

As relevant to the issues on appeal, those steps included a March 8, 2023, letter from Woodsonia to AMC, a March 15 Resolution by the city of Grand Island's community redevelopment authority (CRA), and a March 31 letter from the CRA to AMC. We summarize each in the sections that follow.

##### (a) March 8, 2023, Letter

On March 8, 2023, Woodsonia's attorney sent a letter to AMC, stating that if "a mutual and amicable termination of AMC's Lease" could not be reached, then "government agencies will exercise eminent domain powers to take AMC's entire leasehold interest in exchange for fair compensation as defined and provided by the Nebraska Constitution and laws." The March 8 letter also advised AMC as follows:

- "Woodsonia plans to convey AMC's Leasehold interest to the condemnor if and when the [CRA] threatens to take and end the AMC's entire leasehold interest."
- The letter was Woodsonia's "*final pre-suit* effort to negotiate a mutual and amicable termination of AMC's Lease, as time is of the utmost essence."
- Woodsonia believed that if an amicable and reasonable settlement were not reached quickly, "the governmental authorities will be disappointed and will then have to pursue a total taking of AMC's leasehold interest in exchange for fair compensation," which compensation would be distributed to Woodsonia under the terms of the lease.

The March 8, 2023, letter did not include a specific settlement offer, but it "request[ed] a telephonic conference the week of March 13, 2023," to discuss "the mutual termination of AMC's Lease." There is no indication in the record of any further communication between Woodsonia and AMC regarding the March 8 letter.

(b) March 15, 2023, Resolution

On March 15, 2023, the CRA adopted resolution No. 430, which resolved:

> If Woodsonia is unable to reach a workout regarding the termination of the Leases [(including AMC's lease)] by March 17, 2023, the [CRA] shall begin the negotiations and the process of exercising its eminent domain powers (a) to take and terminate the Leasehold Interests and not to transfer those Leasehold Interests, consistent with Neb. Rev. Stat. § 76-710.04(3); and (b) to pay or deposit (i) the fair market value of the remainder of the term of the Leases (cost of renting) *minus* the rent tenant would have had to pay, together with (ii) relocation cost reimbursement and any other compensation required by Nebraska law.
>
> If [the CRA's] forthcoming good faith negotiations . . . and reasonable attempts to induce settlement with

> the tenants holding the Leasehold Interests fail, [the CRA] shall proceed with such takings which will not be for the primary purpose of economic development, but will be instead for the primary purpose(s) set forth in Neb. Rev. Stat. § 76-710.04(3).[7]

The resolution also stated that the CRA "shall" engage the same attorney who was representing Woodsonia in the redevelopment project, which it did.

(c) March 31, 2023, Letter

On March 31, 2023, the CRA, now represented by Woodsonia's attorney, sent a settlement letter to AMC via certified mail with a copy by email. This letter informed AMC as follows:

- The CRA had "decided to exercise its eminent domain powers to take AMC's entire leasehold interest in exchange for fair compensation."
- The appraised value of the leasehold interest was $0, but "for settlement purposes and for a quick resolution of this matter," the CRA offered to pay AMC $185,000 for a mutual termination of the lease and AMC's agreement to fully surrender and vacate the premises. That offer would "remain open until April 7, 2023, at which time it will become null and void."
- If a negotiated resolution could not be reached by the deadline, the CRA would "have no alternative but to turn the acquisition process over to [its counsel] for legal action to secure AMC's leasehold interest in the Premises under the AMC Lease."

The record does not indicate any further communication between the parties regarding the March 31, 2023, settlement letter.

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[7] But see § 18-2122 (CRA has right to acquire property by eminent domain "which it may deem necessary for a redevelopment project" after adoption of resolution).

(d) Woodsonia Executes Transfer of AMC's Lease

Also on March 31, 2023, Woodsonia and the CRA executed what was titled a "Transfer and Termination of AMC Lease Dated Effective March 31, 2023." That document provided in relevant part:

> In light of the CRA's threat of condemnation proceedings, Woodsonia hereby transfers, assigns and conveys to the CRA AMC's entire leasehold interest in the Premises under the AMC Lease, and the CRA (as the new lessee) and Woodsonia (as the lessor) hereby mutually terminate the AMC Lease dated effective March 31, 2023.

AMC challenges the validity of this transfer and argues the lease was not terminated by the actions of Woodsonia and the CRA.

5. Forcible Entry and Detainer Action

On April 4, 2023, Woodsonia notified AMC that its leasehold interest had been transferred to the CRA and terminated effective March 31, 2023. Woodsonia served a 3-day notice to quit,[8] and on April 14, it filed this forcible entry and detainer action in the Hall County Court. The same day, Woodsonia served AMC with summons and a copy of the complaint. Trial was set for April 27.

Woodsonia's 415-page complaint alleged facts as generally set forth above and attached numerous supporting exhibits, including the subject lease and related assignments; the recorded warranty deed and redevelopment contract; several of the resolutions relating to the redevelopment project; the March 8 and March 31, 2023, letters to AMC; the March 31 "transfer and termination" agreement; and the 3-day notice to quit.

Two days before trial, Woodsonia submitted a brief, arguing that the evidence would show it was entitled to immediate possession because (1) under the eminent domain provisions

[8] See § 25-21,221.

of the lease, Woodsonia had the right to convey AMC's leasehold interest to the CRA under threat of condemnation and thereby terminate the lease; (2) Woodsonia exercised that right; (3) such lease provisions were valid and enforceable; and (4) the condemnation decisions of the CRA were not illegal, arbitrary, unreasonable, or clearly wrong.[9]

The day of trial, AMC moved to dismiss the action for lack of subject matter jurisdiction. Citing the settled proposition that courts do not have jurisdiction to try title disputes in forcible entry and detainer actions,[10] AMC argued that Woodsonia's complaint presented a title dispute because "[i]n order to decide the issues in this case, [the] Court must first resolve a . . . dispute between the parties over title to the leasehold estate." AMC claimed that it was still legally entitled to possess the demised premises because the conditions precedent to termination under eminent domain provisions of the lease had not been met. In other words, it was AMC's position that because there was a dispute about whether the lease had been terminated or was still in full force and effect, the case presented a "title dispute" that could not be resolved in a forcible entry and detainer action.

The county court took up the motion to dismiss simultaneously with trial on the merits of the forcible entry and detainer action. No evidence was adduced on the motion to dismiss, but during trial, several affidavits were offered to

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[9] See, § 18-2122 ("[a]n authority shall have the right to acquire by the exercise of the power of eminent domain any real property . . . after the adoption by it of a resolution declaring that the acquisition of the real property described therein is necessary[, and] the resolution shall be conclusive evidence that the acquisition of such real property is necessary for the purposes described therein"); *Fitzke v. City of Hastings*, 255 Neb. 46, 56, 582 N.W.2d 301, 309 (1998) ("a district court may disturb the decision of a CRA only if it determines that the decision was illegal or is not supported by the evidence and is thus arbitrary, unreasonable, or clearly wrong").

[10] See, e.g., *Cummins Mgmt. v. Gilroy, supra* note 3.

prove service of the 3-day notice to quit[11] and to authenticate the various documents Woodsonia relied upon to establish its claim that AMC's leasehold interest had been terminated.

At the conclusion of the evidence, the county court announced its ruling from the bench. It overruled AMC's motion to dismiss, reasoning the legal issues presented for review did not amount to a title dispute and, therefore, it had jurisdiction to decide the forcible entry and detainer. On the merits of the forcible entry and detainer, the court expressly found that the lease contained express termination provisions conditioned on a threat of condemnation, that the lease terms were unambiguous, and that the evidence showed the termination provisions had been satisfied. It therefore concluded the lease had been terminated and Woodsonia was entitled to restitution of the leased premises.

After the court pronounced its judgment of restitution, AMC asked the court to make specific findings of fact and conclusions of law.[12] Consistent with that request, the county court entered a written order on May 8, 2023, overruling the motion to dismiss and finding that "Woodsonia met its burden of proof" in the forcible entry and detainer action. That order included an express finding that Woodsonia had proved the lease was terminated "under both conditions 15.1 and 15.5" when Woodsonia "conveyed a portion of the premises, namely AMC's lease, to the CRA . . . without any obligation or liability to AMC and free of any [of] AMC's rights." The same day, the county court issued a writ of restitution.

### 6. Appeal to District Court

AMC timely appealed, and the district court, sitting as an appellate court, affirmed. AMC identified 17 separate errors before the district court, but we address only those that are

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[11] See § 25-21,223 ("person making the service shall file with the court an affidavit stating with particularity the manner in which he or she made the service").

[12] See Neb. Rev. Stat. § 25-1127 (Reissue 2016).

relevant to the assignments of error raised on further appeal to this court.

The district court first addressed AMC's jurisdictional argument that the forcible entry and detainer action presented a "title dispute" that deprived the county court of subject matter jurisdiction. The district court found no case directly on point but reasoned that "Nebraska case law strongly suggests that where a lease expressly provides for termination . . . due to certain events, a forcible entry and detainer action is available to determine possession." Applying that reasoning, the district court found that sections 15.1 and 15.5 of the lease were unambiguous and that such provisions expressly "allowed Woodsonia to transfer AMC's leasehold interest" under threat of condemnation. The court further found, based on the evidence, that Woodsonia had shown that AMC's lease was "terminated upon such transfer" and that Woodsonia was therefore entitled to possession of the property. It affirmed the judgment of the county court.

AMC filed this timely appeal, which we moved to our docket.[13]

## II. ASSIGNMENTS OF ERROR

AMC assigns, restated, that the district court erred in (1) concluding it had jurisdiction over the forcible entry and detainer action because it did not involve a "title dispute" and (2) construing the condemnation provisions in the lease to authorize Woodsonia to convey AMC's leasehold interest in the demised premises without also conveying any portion of Woodsonia's own fee interest in the demised premises.

## III. STANDARD OF REVIEW

[1] Subject matter jurisdiction is a question of law.[14] In reviewing a trial court's decision on a motion to dismiss for

[13] See, Neb. Rev. Stat. § 24-1106(3) (Cum. Supp. 2024); Neb. Ct. R. App. P. § 2-102(C) (rev. 2022).

[14] *Joshua M. v. State*, 316 Neb. 446, 5 N.W.3d 454 (2024).

lack of subject matter jurisdiction, an appellate court employs a de novo standard of review.[15]

## IV. ANALYSIS

Before the county court, and again on appeal to the district court and to this court, AMC has argued this forcible entry and detainer case should be dismissed for lack of subject matter jurisdiction because it presents a title dispute. AMC's jurisdictional argument relies on an established proposition of law in our forcible entry and detainer jurisprudence:

> For well over a century, we have held that a court cannot determine a question of title in a forcible entry and detainer action; if the resolution of the case would require the court to determine a title dispute, it must dismiss the case for lack of jurisdiction.[16]

The parties disagree about whether Woodsonia's forcible entry and detainer action presented a title dispute. AMC contends it did, reasoning that the county court could not determine whether Woodsonia was entitled to immediate possession of the demised premises without first resolving a title dispute over "who owns the leasehold estate."[17] Woodsonia, on the other hand, contends that AMC has not raised a "legitimate title issue,"[18] reasoning that "the issue of possession was entirely presented and resolved based on undisputed facts and unambiguous contractual provisions, not based on a title dispute."[19]

The jurisdictional question presented in this appeal is one that our published opinions have not directly addressed: In

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[15] See *Muller v. Weeder*, 313 Neb. 639, 986 N.W.2d 38 (2023).

[16] *Cummins Mgmt. v. Gilroy, supra* note 3, 266 Neb. at 638, 667 N.W.2d at 542.

[17] Brief for appellant at 18.

[18] Brief for appellee at 19.

[19] *Id.*

a forcible entry and detainer action, is a question of title presented if the landlord and tenant dispute whether the tenant's leasehold interest was validly terminated? To answer this question, we begin by reviewing the limited scope of forcible entry and detainer actions under Nebraska law. We then focus more specifically on cases explaining why forcible entry and detainer actions must be dismissed for lack of jurisdiction when a title dispute is presented. Finally, we apply that precedent to decide whether this forcible entry and detainer action presents a title dispute.

### 1. Forcible Entry and Detainer Actions

[2] A forcible entry and detainer action is a creature of the Legislature and did not exist at common law.[20] We have recognized that because a court's jurisdiction over forcible entry and detainer actions arises out of a legislative grant, it is inherently limited by that grant.[21]

[3] In Nebraska, the Legislature has limited the scope of forcible entry and detainer actions to two circumstances: (1) "complaints of unlawful and forcible entry into lands and tenements and the detention of the same" and (2) "complaints against those who, having a lawful and peaceable entry into lands or tenements, unlawfully and by force hold the same."[22] The latter category of cases includes those where (1) tenants are deemed to be holding over their term because they have failed to pay rent when it became due[23]; (2) tenants have "threatened the health or safety" of other tenants, the landlord, or the landlord's agents and employees[24]; (3) there has been

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[20] See *Armstrong v. Mayer*, 60 Neb. 423, 83 N.W. 401 (1900).

[21] See *Cummins Mgmt. v. Gilroy, supra* note 3.

[22] § 25-21,219. See, also, *Federal Nat. Mortgage Assn. v. Marcuzzo, supra* note 3; *Stuthman v. Stuthman*, 245 Neb. 846, 515 N.W.2d 781 (1994).

[23] § 25-21,220(1).

[24] § 25-21,220(2).

a sale of the property pursuant to a "judgment or decree" and the judgment debtor was in possession of the property when the sale was made[25]; (4) there has been a sale on partition or a sale by executors, administrators, or guardians, and the sale has been "examined by the proper court" and "adjudged legal"[26]; and (5) the defendant is occupying the land or tenement "without color of title" and the "complainant has the right of possession."[27]

In this forcible entry and detainer action, Woodsonia relied exclusively on the last of these five statutory categories and specifically alleged that because AMC's "entire leasehold interest" had been conveyed to the CRA and then terminated, AMC was "occupying the [demised premises] without color of title" and "in violation of Woodsonia's right to possess" the premises.

By statute, trial of an action for forcible entry and detainer must be "held not less than ten nor more than fourteen days" after summons is issued.[28] And after hearing the evidence, restitution of the premises must be ordered if the court or jury finds that "an unlawful and forcible entry has been made and that the same lands or tenements are held by force"[29] or that "after a lawful entry, [the lands or tenements] are held unlawfully."[30]

[4,5] Based on this statutory framework, we have described forcible entry and detainer actions as "special statutory proceeding[s] designed to provide a speedy and summary

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[25] § 25-21,220(3).

[26] § 25-21,220(4).

[27] § 25-21,220(5).

[28] § 25-21,223.

[29] § 25-21,219.

[30] *Id.* See, also, §§ 25-21,226 (judgment upon trial to court) and 25-21,227 (trial by jury).

method by which the owner of real estate might regain possession of it from one who had unlawfully and forcibly entered into and detained possession thereof, or one who, having lawfully entered, then unlawfully and forcibly detained possession."[31] Given the limited scope of forcible entry and detainer, we have said that when a court hears such an action, it "'sits as a special statutory tribunal to summarily decide the issues authorized by the statute'" and does not have the "'power to hear and determine other issues.'"[32]

[6-8] Forcible entry and detainer actions prevent protracted litigation by limiting the scope of the proceeding so collateral issues not connected with the question of possession do not burden or delay the proceeding.[33] In an action for forcible entry and detainer, the contest is limited to the naked right of possession of the premises.[34] Because the action is merely possessory, the question of title to real estate cannot be either tried or determined in the case.[35]

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[31] *Cummins Mgmt. v. Gilroy, supra* note 3, 266 Neb. at 639, 667 N.W.2d at 542 (internal quotation marks omitted). See *Estabrook v. Hateroth*, 22 Neb. 281, 34 N.W. 634 (1887). See, also, § 25-21,219. See, generally, *Wells v. Cox*, 84 Neb. 26, 120 N.W. 433 (1909) (discussing forcible entry and detainer origin and Nebraska statutes).

[32] See *Cummins Mgmt. v. Gilroy, supra* note 3, 266 Neb. at 640, 667 N.W.2d at 543.

[33] *Federal Nat. Mortgage Assn. v. Marcuzzo, supra* note 3.

[34] *Dawson v. Dawson*, 17 Neb. 671, 24 N.W. 339 (1885). Accord, *Jones v. Schmidt*, 163 Neb. 508, 80 N.W.2d 289 (1957); *Gregory v. Pribbeno*, 143 Neb. 379, 9 N.W.2d 485 (1943); *Van Sant v. Beuder*, 101 Neb. 680, 164 N.W. 711 (1917); *Knapp v. Reed*, 88 Neb. 754, 130 N.W. 430 (1911). See § 25-21,220.

[35] See, *Brennan v. Brennan*, 214 Neb. 125, 332 N.W.2d 696 (1983); *Hogan v. Pelton*, 210 Neb. 530, 315 N.W.2d 644 (1982). See, also, *Cummins Mgmt. v. Gilroy, supra* note 3; *Jones v. Schmidt, supra* note 34; *Towles v. Hamilton*, 94 Neb. 588, 143 N.W. 935 (1913); *Tarpenning v. King*, 60 Neb. 213, 82 N.W. 621 (1900).

### 2. Title Disputes in Forcible Entry and Detainer

[9,10] A forcible entry and detainer action does not try the question of title, but only the immediate right of possession.[36] Thus, when a party attempts to interject a title dispute into a forcible entry and detainer action, thereby transforming the proceedings into an action to determine title, the court is divested of jurisdiction.[37] Where the right to possession in a forcible entry and detainer action involves a title dispute, "'resort must be had not only to another tribunal but also to a different form of action.'"[38]

[11,12] As a general matter, if the court in a forcible entry and detainer action "can find and determine the right of possession without at the same time determining the rights of the parties, legal or equitable, in the property itself, it cannot be said that the title is drawn in question."[39] But if the claimant's right of possession depends on resolving "some right of [the] defendant, whether legal or equitable, in the property itself,"[40] the court must dismiss the forcible entry and detainer action for want of jurisdiction.[41] That is so because the purpose of a forcible entry and detainer action is not to

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[36] *Federal Nat. Mortgage Assn. v. Marcuzzo, supra* note 3; *Cummins Mgmt. v. Gilroy, supra* note 3.

[37] See, *Cummins Mgmt. v. Gilroy, supra* note 3; *Pettit v. Black*, 13 Neb. 142, 12 N.W. 841 (1882).

[38] *Cummins Mgmt. v. Gilroy, supra* note 3, 266 Neb. at 639, 667 N.W.2d at 543 (emphasis omitted) (quoting *Pence v. Uhl*, 11 Neb. 320, 9 N.W. 40 (1881)).

[39] *Gregory v. Pribbeno, supra* note 34, 143 Neb. at 383, 9 N.W.2d at 488. See, also, *Kouma v. Murphy*, 129 Neb. 892, 263 N.W. 211 (1935); *Stone v. Blanchard*, 87 Neb. 1, 126 N.W. 766 (1910).

[40] *Jones v. Schmidt, supra* note 34, 163 Neb. at 517, 80 N.W.2d at 294.

[41] See *Jones v. Schmidt, supra* note 34. Accord, *Stone v. Blanchard, supra* note 39; *Dawson v. Dawson, supra* note 34.

determine either the actual ownership of the property or the legal right to its possession.[42]

[13] That said, in a forcible entry and detainer action, the defendant's mere assertion that a title claim exists is not enough to deprive a court of jurisdiction.[43] Instead, a court may "proceed until the evidence discloses that the question involved is one of title."[44]

Our forcible entry and detainer cases have found title disputes sufficient to deprive a court of jurisdiction when the evidence showed the defendant had a claim to the lawful possession of the premises. For example, when a defendant adduced evidence that the parties never negotiated an oral lease and the defendant occupied the land in controversy for 28 years, we held there was a genuine issue as to title that the parties were "entitled to have adjudicated."[45] Similarly, when a plaintiff asserted that the defendant defaulted on a contract of sale, we held that a title question was presented because the truth of the assertion needed to "be fully adjudicated" in a proper proceeding.[46] And as particularly relevant here, more than a century ago, we held that because the evidence showed a dispute about "[w]hether the contract under which the defendants hold possession is valid or not," a title dispute was presented and the court should have dismissed the forcible entry and detainer action.[47]

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[42] See, *Miller v. Maust*, 128 Neb. 453, 259 N.W. 181 (1935); *Tarpenning v. King, supra* note 35.

[43] See, e.g., *Federal Nat. Mortgage Assn. v. Marcuzzo, supra* note 3; *Cummins Mgmt. v. Gilroy, supra* note 3; *Pettit v. Black, supra* note 37.

[44] *Cummins Mgmt. v. Gilroy, supra* note 3, 266 Neb. at 640, 667 N.W.2d at 543. See *Pettit v. Black, supra* note 37.

[45] *Jones v. Schmidt, supra* note 34, 163 Neb. at 517, 80 N.W.2d at 294.

[46] *C., B. & Q. R. R. Co. v. Skupa*, 16 Neb. 341, 346, 20 N.W. 393, 395 (1884). See *Lipp v. Hunt*, 25 Neb. 91, 41 N.W. 143 (1888).

[47] *Dawson v. Dawson, supra* note 34, 17 Neb. at 672, 24 N.W. at 340.

With this established precedent in mind, we turn to whether the evidence in this case presented a title dispute. We conclude it did.

### 3. Dispute Over Termination of Leasehold Interest Presents "Title Dispute" That Cannot Be Determined in Forcible Entry and Detainer Action

As stated, AMC contends this case presented a title question because the court could not determine if Woodsonia had an immediate right to possess the property unless it first resolved the parties' dispute over whether the lease had been validly terminated or was still in full force and effect. Our prior forcible entry and detainer cases have not considered a factual situation identical to the one presented here. But on this record, and in light of our precedent, we have no difficulty concluding that Woodsonia's forcible entry and detainer presents a title question.

First, as foreshadowed by Woodsonia's 415-page complaint, and as established by the evidence adduced at trial and the arguments of the parties, for the court to determine whether Woodsonia was entitled to immediate possession, it would first need to decide whether AMC's leasehold interest had been validly terminated, which in turn would require the court to decide whether certain automatic termination provisions in the lease were both triggered and satisfied.

The lower courts appear to have concluded there was no title dispute because, after reviewing the evidence, those courts believed Woodsonia had sufficiently proved its allegation that under the eminent domain provisions of the lease, AMC's leasehold interest was validly conveyed by Woodsonia to the CRA and thereby terminated. But it is immaterial whether a court thinks the evidence is sufficient to resolve a title dispute in a forcible entry and detainer action, because it plainly lacks jurisdiction to do so.

[14] We understand Woodsonia to advance two reasons why this case did not present a title dispute. First, it argues there

was no title dispute because the evidence showed Woodsonia was the "fee simple owner"[48] of the property. But evidence showing that Woodsonia was the owner of the demised property has no bearing on the title dispute here, which is over the validity of AMC's leasehold interest. We have long recognized that a lease and possession constitute an interest in real estate[49] and that a tenant has a "possessory title while his [or her] lease remains in force."[50] AMC asserted, and the evidence supported, that there was a dispute about whether that lease remained in force or had been validly terminated. Whether an owner's title to property is encumbered by a lease is a question bearing on title.[51] To the extent Woodsonia argues otherwise, it is mistaken.

[15] Second, Woodsonia argues that the parties' dispute only "involve[d] a simple contractual claim based on unambiguous contractual terms and uncontroverted facts" and, therefore, did not present a title dispute.[52] We understand

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[48] Brief for appellee at 19.

[49] *Knapp v. Reed, supra* note 34. See, also, *Wilson v. Fieldgrove*, 280 Neb. 548, 787 N.W.2d 707 (2010); *Kirby v. Holland*, 210 Neb. 711, 316 N.W.2d 746 (1982); *Statler v. Watson*, 160 Neb. 1, 68 N.W.2d 604 (1955); *Towle v. Morrell*, 129 Neb. 398, 261 N.W. 827 (1935); *Parsons v. Prudential Real Estate Co.*, 86 Neb. 271, 125 N.W. 521 (1910); *Weaver v. Coumbe*, 15 Neb. 167, 17 N.W. 357 (1883) (stating lease provides right, title, and interest to lessee).

[50] *Lausman v. Drahos*, 10 Neb. 172, 176, 4 N.W. 956, 959 (1880). See, e.g., *Zitting v. Facka*, 123 Neb. 159, 161, 242 N.W. 373, 374 (1932) (stating tenant held "title to the leases"); *Chicago, B. & Q. R. Co. v. Neville*, 102 Neb. 817, 170 N.W. 176 (1918) (title quieted under lease to lessee); *Nebraska Mortgage Loan Co. v. Van Kloster*, 42 Neb. 746, 749, 60 N.W. 1016, 1017 (1894) (trustee could not assert "title to the lease"); *McDonald v. Early*, 24 Neb. 818, 40 N.W. 410 (1888) (title quieted under lease to lessee).

[51] See, *Kresha v. Kresha*, 220 Neb. 598, 371 N.W.2d 280 (1985) (analyzing whether co-owner's title was encumbered by existing lease); *Omaha Country Club v. Douglas Cty. Bd. of Equal.*, 11 Neb. App. 171, 645 N.W.2d 821 (2002) (recognizing that title to fee simple estate can be encumbered by any other severed estate).

[52] Brief for appellee at 20.

Woodsonia to be suggesting there was no title dispute because it had adduced all the evidence the county court needed to determine whether the lease had been validly terminated. But as we already explained, it is immaterial whether a court thinks it is able to resolve a title dispute based on the evidence offered in a forcible entry, because it lacks jurisdiction to do so as a matter of law. A forcible entry and detainer action is not the proper action to resolve a contract dispute between a landlord and tenant—even one that is "simple."[53]

We conclude, based on the evidence adduced at trial, that Woodsonia's forcible entry and detainer complaint necessarily required judicial resolution of a title dispute concerning the continued validity of AMC's leasehold interest. The county court, therefore, lacked subject matter jurisdiction over the action, and it erred in failing to dismiss the action. And when a lower court lacks subject matter jurisdiction to adjudicate the merits of a claim, issue, or question, an appellate court also lacks the power to determine the merits of the claim, issue, or question presented to the lower court.[54]

## V. CONCLUSION

This forcible entry and detainer action presented a title dispute, and the county court, therefore, lacked subject matter jurisdiction and was required to dismiss the action. Because both the county court and the district court lacked subject matter jurisdiction, so do we.[55] We must, therefore, vacate the judgment of the district court and remand the cause to the district court with directions to vacate the judgment of the county court and remand the cause with directions to dismiss the action.

Judgment vacated, and cause remanded with directions.

Miller-Lerman, J., not participating.

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[53] See *id.*

[54] *In re Estate of Weeder, ante* p. 393, 16 N.W.3d 137 (2025).

[55] See *Cummins Mgmt. v. Gilroy, supra* note 3.