Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
July 14, 2026 7:00 PM

1. **CALL TO ORDER**
   This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law. The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

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

6. **CONSENT AGENDA**

   a. Approving Minutes of the June 23, 2026 City Council Regular Meeting
   b. Approving Minutes of the June 30, 2026 City Council Study Session (Budget)
   c. Approving Minutes of the July 7, 2026 City Council Study Session (Budget)
   d. Approving Payment of Claims for the Period of June 24, 2026 through July 14, 2026 in the total amount of $15,025,113.47
   e. Approving Appointments of Jerry Janulewicz and Tonja Brown to the Civil Service Commission
   f. #2026-178 - Approving Preliminary Engineering Services Agreement with Olsson, Inc. for US 281 Intersections in Grand Island
   g. #2026-179 - Approving Environmental Services Agreement with Olsson, Inc. for US 281 Intersections in Grand Island
   h. #2026-180 - Approving Final Plat for Trinity Heights 4th Subdivision
   i. #2026-181 - Approving Final Plat for Norwood 4th Subdivision

j. #2026-182 - Approving Final Plat for Coco Beach One Subdivision - Grand Island ETJ

k. #2026-183 - Approving Final Plat for Garden Place 3rd Subdivision - Grand Island ETJ

l. #2026-184 - Approving 2026 - 2027 VOCA Grant Award

m. #2026-185 - Approving Membership as a Transmission User in the Southwest Power Pool

n. #2026 -186 - Approving Event Cooperation Agreement with the Municipal Energy Agency of Nebraska

o. #2026-187 - Approving Bid to Replace Air Conditioning Unit at Fire Station #1

p. #2026-188 - Approving Change Order No. 2 for Ryder Park Legion Baseball Field Improvements

7. PUBLIC HEARINGS

a. Public Hearing on Request from Kevin & Kimberlynn Petersen for a Conditional Use Permit located at 2070 Engleman Rd S to run an educational non-profit as a private club (Private Zoo).

#2026-189 - Approving Request from Kevin & Kimberlynn Petersen for a Conditional Use Permit located at 2070 Engleman Rd S to run an educational non-profit as a private club (Private Zoo).

b. Public Hearing on the One & Six Year Street Improvement Plan

#2026-190 - Approving One & Six Year Street Improvement Plan

8. RESOLUTIONS

a. #2026-191 - Approving FY2026-2027 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization

b. #2026-192 - Approving FY2026-2027 Annual Budget for South Locust Business Improvement District and Setting Date for Board of Equalization

c. #2026-193 - Approving FY2026-2027 Annual Budget for 4th Street Business Improvement District and Setting Date for Board of Equalization

9. OTHER ITEMS

a. Presentation by Kent Seacrest on behalf of Woodsonia Real Estate, Inc of Woodsonia's response and feedback to the Good Life District Agreement as authorized by Resolution 2026-177.

b. Potential Action related to Reauthorization, Amendment, or Rescission of Resolution 2026-177 in response to Presentation made by Woodsonia prior to this

item.

c. Closed Session to Receive Update on Pending Litigation and to Authorize the Execution of a Proposed Settlement of a Regulatory Matter.

10. ADJOURNMENT

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.a.

Subject: Approving Minutes of the June 23, 2026 City Council Regular Meeting

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: N/A

ATTACHMENTS:

1. Minutes

City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
June 23, 2026
7:00 PM

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

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

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

4. SUBMITTAL OF REQUESTS FOR FUTURE AGENDA ITEMS
5. RESERVE TIME TO SPEAK ON AGENDA ITEMS

6. PRESENTATIONS AND PROCLAMATIONS

6.a) FY27 Administration and Finance Budget Proposal
Cover Page
Presentation

City Administrator Brown reported that the Administration budget total operating expenses would decrease 2.3% or $2,500. Personnel expenses would increase 24.9%, splitting the personnel expense for Assistant City Administrator/CFO from 70% Admin and 30% Finance to 100% Admin.

The Mayor and City Council personnel expenses would have a 30.9% increase or $31,200 due to council increase in pay from $7,800 to $10,701. Travel, training and other expenditures would decrease $2,600.

The Legal department budget personnel expenses would increase by 4.1%. Legal submitted an FTE request for an intern with cost of $11,000. Operating expenses would decrease 3.0% or $4,200.

The City Clerk's budget personnel expenses would increase by 5.7% or $14,700 due to step increases and 3% COLA. Operating Expenses would decrease by 23.2% or $13,000 due to decrease in legal notices and decrease in travel and training.

City Hall's budget personnel expenses increase by 3.5% or $4,600 due to step increase and 3% COLA. Operating Expenses would increase by 12.9% or $32,000 due to increase in contract services for building/equipment repairs.

6.b) FY27 Human Resource Budget Proposal
Cover Page
Presentation

Human Resources Director Schmid reported the personnel services would decrease 11.53% ($85,441). Operating expenses would decrease 13.14% ($27,102). No capital projects or equipment.

7. CONSENT AGENDA

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

7.a) Approving Minutes of the June 9, 2026, City Council Regular Meeting
Cover Page
Minutes

7.b) Approving Payment of Claims for the Period of June 10, 2026 through June 23, 2026 in the total amount of $7,189,369.53.
Cover Page
Claims

7.c) Approving Appointment of Zitlalic Parra Valencia to the Library Board
Cover Page

7.d) #2026 -155 - Approving Bid Award PGS Turbine Valve Outage Fall 2026
Cover Page
Contract
Resolution

With MD&A Mechanical Dynamics & Analysis LLC of Lathan, New York in an amount not to exceed $936,270.00.

7.e) #2026-156 - Approving Interruptible Service Rate Agreement with Fortitude Mining
Cover Page

Exhibit A
Agreement
Resolution

Utilities Director Ryan Schmitz reported on September 9, 2025, Council entered a land lease agreement with Fortitude Mining of Fairport, New York, via Resolution 2025-299, beginning October 1st, 2025. As part of this agreement, it was Fortitude's intent to build a digital infrastructure facility and utilize the Interruptible Service Rate Tariff as allowed under Section 15-78 of Grand Island City Code. In order to take service under the Interruptible Service Rate, a corresponding Interruptible Service Rate Agreement was required to designate the governing terms while under the aforementioned rate. With the facility construction nearing completion, it is necessary to approve the agreement at this time. Mr. Schmitz mentioned they do not use city water, no groundwater, discharges no wastewater, does not increase peak energy obligations, residents do not pay infrastructure costs, the noise is independently verified and there were financial safeguards to protect ratepayers. Mr. Schmitz explained comparisons to Lincoln, Papillion and Omaha.

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

7.f) #2026-157 - Approving Amendment #1 to Land Lease Agreement with Fortitude Mining

Cover Page
Exhibit A
Amendment #1
Resolution

Utilities Director Ryan Schmitz reported Council entered a land lease agreement with Fortitude Mining of Fairport, New York, via Resolution 2025-299, on October 1st, 2025. As part of this agreement, it was Fortitude's intent to build a digital infrastructure facility and utilize the Interruptible Service Rate Tariff as allowed under Section 15-78 of Grand Island City Code. Section 5.09 of the original land lease agreement specified strict sound thresholds that could not be exceeded. As directed in the agreement, an independent acoustic professional was hired to do a pre-construction sound analysis of the site. This was completed on April 17th, 2026. The findings of this study showed the existing ambient sound levels, prior to site commencement, exceeded the thresholds in the agreement. Mr. Schmitz mentioned at this time, he was asking to replace the language in Section 5.09, and to specify that the sound thresholds not exceed the existing ambient sounds levels onsite.

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

7.g) #2026-158 - Approving Zoll Purchase Agreement

Cover Page

Purchase Agreement
Sourcewell Comparison
Resolution

7.h) #2026-159 - Approving Temporary Construction Easement for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (G-4, LLC and Athoula Investors, LLC)

Cover Page
G-4, LLC TE Exhibit
Athoula Investors, LLC TE Exhibit
Resolution

Payment to the affected property owner totals $8,461.00.

7.i) #2026-160 - Approving Bid Award for Parking Ramp Maintenance & Repairs- 2026; 103 North Locust Street

Cover Page
Parking Ramp Repairs Contract- Diamond
Resolution

With The Diamond Engineering Co. of Grand Island, Nebraska in an amount of $112,907.00.

7.j) #2026-161 - Approving Temporary Construction Easement for Stolley Park Road-South Locust Street to Stuhr Road Paving Improvements; Project No. 2024-P-4 (Nebraska State Fair Board)

Cover Page
State Fair TE Exhibit
Resolution

7.k) #2026-162 - Approving Certificate of Final Completion for Sanitary Sewer Open Cut Repairs; Project No. 2026-S-1

Cover Page
Exhibit
Engineer Certificate of Final Completion
Resolution

With The Diamond Engineering Co. of Grand Island, Nebraska for a total amount of $343,443.66.

7.l) #2026-163 - Approving Amendment No. 4 to Engineering Consulting Services for State Street/Diers Avenue Improvements; Project No. 2026-P-1

Cover Page
Amendment No. 4
Resolution

With Olsson, Inc. of Grand Island, Nebraska in an increased amount of $330,900.00 for a total revised amount of $2,132,100.00.

7.m) #2026-164 - Approving the Re-establishment of Connection Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T

Cover Page
Exhibit
Resolution

For a total connection fee of $2,739,238.21.

7.n) #2026-165 - Approving Change Order No. 1 for Transfer Station Facility Improvements; Project No. 2025-SWTS-1

Cover Page
Change Order No. 1
Resolution

Public Works Director reported the change order was to account for several items that had been encountered that required modification to the original contract. These items included; a change in overhead doors to meet a higher wind load rating, an added north drive access for the site, a deduct in pricing for the scale system and roofing material change, additional drainage and foundation changes for the scale system, a manufacturing change required for the structural steel for the tarping station and modification to the fire suppression and water systems. The fire system changes were the largest portion of the addition and were needed to meet current building code. This item included changes to the electrical system as well as the sizing of the onsite backup generator power to run the fire suppression system. These changes would allow automatic fire protection of the new facility buildings in the event of power outages instead of relying on remote monitoring and also allow for additional hydrant protection of the existing buildings that would remain on site. The above changes resulted in an increase of $262,946.44 to the contract, resulting in an overall contract price of $7,791,264.04. A time extension was also being requested with Change Order No. 1, which would move the completion date from December 18, 2026 to January 8, 2027.

Motion by Jack Sheard, second by Chuck Haase to approve 7.n) #2026-165 - Approving Change Order No. 1 for Transfer Station Facility Improvements; Project No. 2025-SWTS-1. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Mike Paulick. Motion adopted.

7.o) #2026-166 - Approving Bid Award for Annual Supply of Road Deicing Salt 2026-2027

Cover Page
Contract Agreement
Resolution

With Central Salt, LLC of Lyons, Kansas for off peak amount of $53.87 per ton and peak of $56.36 per ton.

7.p) #2026-167 - Approving Johnson Acres Subdivision Final Plat

Cover Page
Aerial Map
Plat

Application
Agreement
Resolution

7.q) #2026-168 - Approving Final Plat JBA Main Second Subdivision
Cover Page
Ariel Map
Plat
Application
Agreement
Resolution

7.r) #2026-169 - Approving Erin Urbanski Micro-TIF Application (Expedited Plan) for CRA Area 16 – 2018 W 18th Street
Cover Page
Application
Urbanski Future Land Use
Photo
Photo
Photo
Duplex (1)
Duplex Plan
Resolution

In an amount of $60,989.20.

7.s) #2026-170 - Reauthorize Diamond Plastics Subdivision as approved on April 22, 2025
Cover Page
Proposed Ariel Map
Diamond Plastics Subdivision
Application
Diamond Plastics Subdivision
Resolution

8.) PUBLIC HEARINGS

8.a) Public Hearing on Acquisition of Utility Easement - 2391 S. North Rd (Chief Industries, Inc.)

#2026 -171 - Approving Acquisition of Utility Easement - 2391 S. North Rd (Chief Industries, Inc.)
Cover Page
Resolution
Map

Utilities Director Ryan Schmitz reported Chief Industries, Inc. had requested the relocation of an existing three phase overhead power line through part of Lot One (1), CBC Second Subdivision.

The existing line would be moved to the North approximately 300' and would be converted from overhead to underground. The proposed easement tract would allow the Department to install, access, and operate electrical infrastructure at this location.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 8.a) #2026 -171 - Approving Acquisition of Utility Easement - 2391 S. North Rd (Chief Industries, Inc.). Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.b) Public Hearing to consider a change of zoning for Lot 1, 2, 3 and 4 of Block 1 McCoy Meadow Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to allow for the development of either single family or duplex units

#10,078 Consideration of Approving a change of zoning for Lot 1, 2, 3 and 4 of Block 1 McCoy Meadow Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to allow for the development of either single family or duplex units
Cover Page
McCoy Meadows Future Land-use Map
Ebony Ln Elevation-Floor-Foundation plans
Current Development Plan
McCoy Meadows Sub Agreement
Application
Ordinance

Community Development Director Chad Nabity reported the new owner of Lots 1-4 Block 1 of McCoy Meadows Subdivision had filed an application to amend the RD Residential Development Zone Development Plan on those lots. The development plan approved in July of 2019 approved single family development on these lots the current owners wish to develop them with duplexes. They are not proposing to change lot sizes or the building envelopes as previously approved on these lots. Only the density of housing permitted is changing. Mr. Nabity stated several residents spoke in opposition. A motion was made by Ruge and second by Rainforth to recommend to deny the Rezone of Lots 1,2,3 and 4 of Block 1 McCoy Meadow Subdivision finding that the intent of the developer at the time this plan was approved was to provide single family homes on these four lots as a buffer between the duplexes to the east and single family homes to the west and that this buffer should be maintained as was the intent at the time of approval. The motion carried.

Kevin Brittain and Jason Clark spoke in opposition.
Xochilt Verjan, property owner, spoke in favor.

Motion by Chuck Haase, second by Ryan O'Neill to suspend the rules 8.b) #10,078 Consideration of Approving a change of zoning for Lot 1, 2, 3 and 4 of Block 1 McCoy Meadow Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to allow for the development of either single family or duplex units. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Chuck Haase, second by Ryan O'Neill to deny 8.b) #10,078 Consideration of Approving a change of zoning for Lot 1, 2, 3 and 4 of Block 1 McCoy Meadow Subdivision from RD Residential Development Zone to an amended RD Residential Development Zone to allow for the development of either single family or duplex units. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley (vote did not record, but he was in favor of denial), Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Noes: Mitchell Nickerson. Absent: Mike Paulick. Motion adopted. Mitchell Nickerson said he voted the wrong way.

8.c) Public Hearing on Request from Sasha Miller for a Conditional Use Permit located at 6610 St. Paul Road (Parcel # 400186039) to maintain and occupy the existing manufactured home as a temporary residence while a new modular home is installed and completed on a permanent foundation. The manufactured home will be removed from the foundation and sold after the new home is completed and ready for occupancy

#2026-172 - Approving Request from Sasha Miller for a Conditional Use Permit located at 6610 St. Paul Road (Parcel # 400186039) to maintain and occupy the existing manufactured home as a temporary residence while a new modular home is installed and completed on a permanent foundation. The manufactured home will be removed from the foundation and sold after the new home is completed and ready for occupancy

Cover Page
6610 St. Paul Road Location Map
Application
Resolution

Planner Rashad Moxey reported this request was for approval of a conditional use permit to maintain and occupy the existing manufactured home as a temporary residence while a new modular home was installed on a permanent foundation. The property was currently zoned AG-2, Secondary Agricultural Zone, and was approximately 1.944 acres in size. City Code provides that only one principal building was permitted on a lot unless the property meets the density requirements necessary to allow two principal structures. The zoning district required a minimum lot size of 20 acres. Exceptions may be granted for lots created through a subdivision, a parcel split resulting in a parcel of at least 10.01 acres, or for an existing farmstead that was separated from an 80-acre tract. To facilitate this request, City Council approval of a temporary use was necessary. Approval of this request would allow the property owners to continue occupying the existing dwelling while the foundation is constructed and the modular home is installed. It would also provide sufficient time for the existing dwelling to be removed or demolished once the new residence was ready for occupancy. Upon completion of the new dwelling and issuance of a certificate of occupancy, the existing dwelling must be removed from the property. Construction of the new dwelling was anticipated to take approximately 180 days (six months) to complete, after which the property owner would begin removing the existing dwelling. Given this timeline, an expiration date for the conditional use permit of June 23, 2027, or within 90 days following the issuance of a certificate of occupancy for the new dwelling, whichever occurs first, appears reasonable.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 8.c) #2026-172 - Approving Request from Sasha Miller for a Conditional Use Permit located at 6610 St. Paul Road (Parcel #

400186039) to maintain and occupy the existing manufactured home as a temporary residence while a new modular home is installed and completed on a permanent foundation. The manufactured home will be removed from the foundation and sold after the new home is completed and ready for occupancy. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.d) Public Hearing on Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (G-4, LLC and Athoula Investors, LLC)

#2026-173 - Approving Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (G-4, LLC and Athoula Investors, LLC)

Cover Page
G-4, LLC PE Exhibit
Athoula Investors, LLC PE Exhibit
Resolution

Public Works Director Keith Kurz reported this project was part of the overall Claude Road/Diers Avenue improvements of several roadways in the City of Grand Island. A Claude Road extension from just north of Faidley Avenue to State Street, which had been completed, was the major focus of this project. This roadway was built with plans to build several connections to Diers Avenue guided by an existing City of Grand Island concept plan. This project allowed for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. The Diers Avenue improvements were the second component to this project. Also associated with this project were 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 had received approval for NDOT safety funds and would involve coordination with NDOT throughout the project. The Public Works Department was proposing a concrete curb and gutter roadway section along with sidewalk, traffic control, drainage and all other associated improvements needed to complete the project. Permanent easements were needed to accommodate the improvements to the State Street/Diers Avenue area. Payment to the affected property owner totals $29,771.00.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 8.d) #2026-173 - Approving Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (G-4, LLC and Athoula Investors, LLC). Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

8.e) Public Hearing on Acquisition of Ingress/Egress Easement in W ½, NE ¼ of Section 5, Township 10 North, Range 9 West- Iron Drive (PVIPE, LLC)

#2026-174 - Approving Acquisition of Ingress/Egress Easement in W ½, NE ¼ of Section 5, Township 10 North, Range 9 West- Iron Drive (PVIPE, LLC)

Cover Page
Ingress-Egress Esmt Doc- PVIPE, LLC

Ingress/Egress Exhibit
Resolution

Public Works Director reported an Ingress/Egress easement was necessary from PVIPE, LLC at the southern end of the paved portion of Iron Drive to allow such turn around point for traffic. Nebraska State Statutes stipulate that the acquisition of property required a public hearing to be conducted with the acquisition approved by the City Council. There will be no cost to the City.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 8.e) #2026-174 - Approving Acquisition of Ingress/Egress Easement in W ½, NE ¼ of Section 5, Township 10 North, Range 9 West- Iron Drive (PVIPE, LLC. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

9.) RESOLUTIONS

9.a) #2026-175 - Approval of Naming Rights Agreement with Heartland Events Center
Cover Page
BigIron Naming Rights Agreement
Resolution

Kyler Tarwater from Venuworks reported as part of ongoing efforts to enhance revenues and support long-term facility operations, VenuWorks negotiated a Naming Rights Agreement with BigIron Auction Company, LLC. BigIron was a Nebraska-based company and one of the nation's largest online auction platforms specializing in equipment, land, and livestock sales. Through this agreement, BigIron would become the exclusive naming rights sponsor of the Heartland Events Center. The facility would be renamed the "BigIron Events Center" for the duration of the agreement. The agreement provided guaranteed annual revenue of $140,000 to the Heartland Events Center Operations Fund for a minimum five-year period, resulting in total guaranteed revenues of $700,000 during the initial term. Should renewal options be exercised, the total potential revenue generated through the agreement would be $1,540,000 over an eleven-year period. Revenue Summary: Years 1-5: $700,000 Optional Years 6-8: $420,000 Optional Years 9-11: $420,000 Maximum Potential Revenue: $1,540,000 These revenues would support ongoing operations, maintenance, marketing, and capital needs of the Heartland Events Center, reducing reliance on other funding sources.

Jay Vavricek spoke on his concerns on doing an RFP and going out for bids, so it was open to the local community to be able to submit a quote.

Mr. Tarwater mentioned he had reached out to local entities and the offers were much lower.

Mentioned from council was possibly looking at a Naming Rights Policy.

Motion by Ryan O'Neill, second by Jack Sheard to approve 9.a) #2026-175 - Approval of Naming Rights Agreement with Heartland Events Center. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Noes: Chuck Haase. Absent: Mike Paulick. Motion adopted.

10.) ORDINANCES

10.a) #10,079 - Consideration of Vacation of Public Right-of-Way in Industrial Foundation Subdivision; South of Schimmer Drive on Iron Drive

Cover Page
Ordinance
Exhibit

Public Works Director Keith Kurz reported with ongoing development in the Industrial Foundation Subdivision it had been requested to vacate right-of-way on both the west and east side of the southern portion of the paved section of Iron Drive. The appropriate City departments had reviewed the request and had no objection to the public right-of-way vacation. An access easement for the parcel at the south end of Iron Drive had been dedicated to accommodate such property owner. Ownership of the vacated right-of-way would revert to the adjacent property owners on the west and east side.

Motion by Ryan O'Neill, second by Doug Lanfear to suspend the rules 10.a) #10,079 - Consideration of Vacation of Public Right-of-Way in Industrial Foundation Subdivision; South of Schimmer Drive on Iron Drive. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

Motion by Doug Brown, second by Ryan O'Neill to approve 10.a) #10,079 - Consideration of Vacation of Public Right-of-Way in Industrial Foundation Subdivision; South of Schimmer Drive on Iron Drive. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick. Motion adopted.

10.b) #10,080 - Consideration of Approving Correcting the Legal Description of Real Property Sold in Ordinance 10,060

Cover Page
Ordinance 10,060
Ordinance
Baasch Affidavit.pdf

Community Development Director Chad Nabity reported on January 13, 2026, City Council passed Ordinance 10,060 authorizing the sale of certain land with an anticipated legal description. Subsequent to passing that ordinance, a certified surveyor had returned an affidavit correcting the legal description of the property that was sold. Cleaning up the title history of the property was necessary to ensure future beneficial use of the land. Filing a corrective ordinance and filing the correct legal description with the Register of Deeds would clean up the title on the property.

Motion by Ryan O'Neill, second by Doug Brown to suspend the rules 10.b) #10,080 - Consideration of Approving Correcting the Legal Description of Real Property Sold in Ordinance 10,060. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug

Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick Motion adopted.

Motion by Ryan O'Neill, second by Doug Brown to approve 10.b) #10,080 - Consideration of Approving Correcting the Legal Description of Real Property Sold in Ordinance 10,060. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick Motion adopted.

10.c) #10,081 - Consideration of amending Sections of Chapter 22 of City Code related to Approving E-Scooter, E-Bike and Hoverboard usage on public property

Cover Page
Ordinance
Congested District Map

Assistant City Attorney Stacy Nonhof reported this Ordinance would eliminate the establishment of a separate traffic division as those duties are already what the Grand Island Police Department does. Should GIPD wish in the future, they have the ability to create a unit within the department that would allow for traffic enforcement. A separate division by Code was not needed operationally for traffic enforcement. This Ordinance would prohibit anyone from riding an e-bike, e-scooter or hoverboard on public streets where the speed is greater than 25 mph. Riding any of these items on 1st or 2nd Street between Broadwell and Public Safety Drive would also be prohibited. Riding of these items on the streets would be prohibited in the Congested District. Riding of these items would be allowed on the hike and bike trails as allowed by City Code Section 24-3. People riding these items must obey all traffic laws and use proper hand signals to indicate turning. If riding at night, these items must be equipped with a light that allows them to be seen from a distance of at least 500 feet. If found in violation of this section of Code, the Police may impound the item.

Joshua Janulewicz spoke in opposition.

Motion by Doug Lanfear, second by Ryan O'Neill to suspend the rules 10.c) #10,081 - Consideration of amending Sections of Chapter 22 of City Code related to Approving E-Scooter, E-Bike and Hoverboard usage on public property. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick Motion adopted.

Motion by Doug Brown, second by Jack Sheard to approve 10.c) #10,081 - Consideration of amending Sections of Chapter 22 of City Code related to Approving E-Scooter, E-Bike and Hoverboard usage on public property. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill. Noes: Doug Lanfear. Absent: Mike Paulick Motion adopted.

10.d) #10,082 - Consideration to amend 12-3 of City Code to increase the number of Civil Service Commissioners from three to five

Cover Page
Ordinance

Assistant City Attorney Stacy Nonhof reported State Statute allows a City that was required to have a Civil Service Commission to set the number of commissioners at either three or five members. The City of Grand Island originally set the number at three members. Due to a retirement of a member of the Civil Service Commission and the difficulty of obtaining a quorum with a three member Commission, City Staff believed that now was a good time to increase the number of Civil Service Commissioners to five. The increase would create a quorum if only three members are available. This would also protect the Civil Service process in case a member must recuse themselves from voting on an item due to a conflict.

Motion by Ryan O'Neill, second by Doug Brown to suspend the rules 10.d) #10,082 - Consideration to amend 12-3 of City Code to increase the number of Civil Service Commissioners from three to five. Roll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick Motion adopted.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 10.d) #10,082 - Consideration to amend 12-3 of City Code to increase the number of Civil Service Commissioners from three to fiveRoll Call: Ayes: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Absent: Mike Paulick Motion adopted.

11.) OTHER ITEMS

11.a) #2026 -176 - Approving Resolution to make offer to sell certain real property known as Veteran's Village to Woodsonia Real Estate Inc, subject to terms and conditions outlined therein. Said property to contain a portion of the property contained primarily within the portions of Section 5, Township 11, Range 9 lying north of the Burlington Northern Main Line and South of Airport Road not otherwise dedicated as public right of way. (Parcels 400205789, 400205790, 97104174, 400371197, 400205777)

#2026-177 - A Resolution Authorizing the Mayor to Approve a Good Life District Agreement with Woodsonia Real Estate, Inc and/or Related Party Woodsonia GI GLD, LLC, Regarding Funding From the City's Good Life District Economic Development Program.

Cover Page
Grand Island GLD Development Agreement
Resolution
Resolution

City Attorney Kari Fisk reported updates to prior proposals were presented to Council by Woodsonia on June 2, 2026. Direction was provided to staff to develop a simplified Good Life District Agreement and to develop a proposal to offer certain land for sale. These items serve to facilitate the request and to provide Council the opportunity to propose these agreements and offers directly to Woodsonia. Council was being presented with two resolutions. The first allows Council to offer for sale certain portions of the property known as Veteran's Village subject to certain terms and conditions set forth in the resolution and to be finalized in a sale ordinance. This action item simply offers the property and does not effectuate a sale. The sale would be presented by Ordinance at a later date as required by law. The second allows Council to adopt a Good Life District

Agreement with Woodsonia which pledges up to $142,000,000 in Good Life District Revenue for development of Veteran's Village. Critical components would be funded, to the extent possible, through the issuance of a GLDED bond; $22,000,000 of the critical component funding would be reserved for use in the construction of the Aquatics Center. Amounts not funded through cash-on-hand or anticipated GLDED bonds would become a subordinate obligation and would be pledged towards the project as they become available. The Agreement required substantial construction of identified critical components prior to GLDED funding being made available for non-critical portions of the project.

Motion by Chuck Haase, second by Mark Stelk to approve 11.a) #2026 -176 - Approving Resolution to make offer to sell certain real property known as Veteran's Village to Woodsonia Real Estate Inc, subject to terms and conditions outlined therein. Said property to contain a portion of the property contained primarily within the portions of Section 5, Township 11, Range 9 lying north of the Burlington Northern Main Line and South of Airport Road not otherwise dedicated as public right of way. (Parcels 400205789, 400205790, 97104174, 400371197, 400205777). Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill. Noes: Doug Lanfear. Abstain: Jack Sheard. Absent: Mike Paulick. Motion adopted.

Drew Synder spoke in regard to the documents and stated they would like more time to look over the documents and wanted clarification on what exactly was being voted on. He gave an update on the Department of Revenue collections and said it was an encouraging call. Mr. Synder mentioned the purchase agreement did not address the TIF, Occupation Tax and the CID and to him, critical items are missing from the agreement. He would like to see a schedule for the remaining items.

Mr. Synder asked if the documents were final or if they were able to be negotiated. Mayor Steele responded and said it was to memorialize what they had proposed on June 2, 2026, he mentioned the Purchase Agreement authorized council to offer the sale of land to them, and they would have to accept it, and they would be allowed to make a counteroffer.

Mayor Steele stated these agreements were to get the ball rolling but after months of frustration he would like to see the ball rolling as it had consumed so much staff time.

Discussion was held on bonding not having any way of knowing what amount of money they would be able to bond.

Lauren Mattey with Chief spoke and gave an update on the YMCA and Aquatic Center saying they were already working behind the scenes and have had meetings with YMCA and possible donors.

Jay Vavricek spoke in favor.

Motion by Mark Stelk, second by Chuck Haase to approve 11.a) #2026-177 - A Resolution Authorizing the Mayor to Approve a Good Life District Agreement with Woodsonia Real Estate, Inc and/or Related Party Woodsonia GI GLD, LLC, Regarding Funding from the City's Good Life District Economic Development Program. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell

Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear. Abstain: Jack Sheard. Absent: Mike Paulick. Motion adopted.

12). ADJOURMENT

The meeting was adjourned at 10:07 p.m.

City Clerk
Jill Granere

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.b.

Subject: Approving Minutes of the June 30, 2026 City Council Study Session (Budget)

Staff Contact: Jill Granere

BACKGROUND: -

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: Move to approve Minutes of the June 30, 2026 City Council Study Session (Budget)

ATTACHMENTS:
1. Minutes

OFFICAL PROCEEDINGS
MINUTES OF CITY COUNCIL STUDY SESSION (BUDGET)
June 30, 2026

Pursuant to due call and notice thereof, a Study Session (Budget) of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 30, 2026. Notice of the meeting was given in *The Grand Island Independent* on June 24, 2026. Council President Ryan O'Neill called the meeting to order at 6:00 PM. The following City Council members were present: Jack Sheard, Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Ryan O'Neill. Absent: Maggie Mendoza, Mike Paulick and Doug Lanfear and Mayor Steele. The following City Officials were present: City Administrator Patrick Brown, City Clerk Jill Granere, City Attorney Kari Fisk.

ITEMS FOR DISCUSSION

5.a) FY2027 Library Budget Proposal
- Cover Page
- Library Budget 2027 Budget Presentation

Library Director Celine Swan reported that the personnel expenses would decrease 2.4% but does not include their request for 1 FTE and would like to do an in-house promotion from Library Assistant I to Library Assistant II for the Bookmobile for an increase of $6,500. Would like to replace Library Assistant I that was promoted with one FTE but hiring 2 part-timers at 20 hours each and no benefits. Promotion of Librarian 2 to Assistant Library Director. Operating expenses would be the same as last year's request of $598,800. Capital Projects included new carpet for an estimated amount of $300,000.

5.b) FY2027 Information Technology Budget Proposal
- Cover Page
- Presentation

City Administrator Patrick Brown reported Personnel Services would decrease 0.48% and operating expenses would increase 30.4% due to increase in software and hardware costs.

Discussion was held on the budgeted amount of $1,893,010 and why it was doubling from previous year and it was due to contract services, equipment and introductory into an AI system. Council stated they were interested in getting involved with AI.

IT Manager Steph Gosda reported on PC replacements and the price on them has tripled and the average year of the replacements are about 10 years old and need to be replaced.

5.c) FY2027 Community Development & CRA Budget Proposal
- Cover Page
- Community Development Budget Presentation
- CRA Budget Presentation

Community Development Director Chad Nabity reported that the Regional Planning personnel services would increase by 1%. Operating expenses would increase by 8% ($2,400). He reported there would be no Capital Projects or Capital Equipment.

Building Services personnel services would increase 5%. Operating expenses would increase by 44% in contract services for PRT activities. Without the $40,000 carryover it would be 22% of in increase for Citizenserve licenses. There would be a Capital Equipment purchase of a new inspection vehicle in an amount of $35,000.

CDBG would have a personnel service would increase 13%. Operating Expenses would increase by 35%, grants position was moved to Community Development. There would be no Capital Projects or Capital Equipment.

Community Development Director Chad Nabity reported the CRA was requesting property tax revenues of $822,945. CRA Budget Highlights were as follows:

- Façade Improvement: $450,000
- Conestoga Marketplace: $200,000 (payment 4 of 20)
- Husker Harvest Days: Year 9 of 10 of $200,000
- Other Projects: $500,000
- Fire/Life Safey: $200,000
- Land Purchase: $100,000

CRA Carry Over Projects:

- Old City Hall Fire Life Safey ($120,000)
- Fire Life Safety Tower 217 ($65,000)
- Liederkranz Fire Alarm System and Life Safety Study ($70,000)

Mention were projects paid since last budget included:

- Hedde Building Life Safey Grant ($105,000)
- 3221 Ramada Road ($100,000)
- 703 W. 3rd ($100,000)
- Woolworth Building Life Safety $55,000) anticipated
- Woolworth Building Façade ($68,297) anticipated
- 4th Street Holiday Decorations $17,000)
- Railside Speakers ($50,000)
- Miller Property on 4th Street (461,000)

Also mentioned were TIF projects Final Payments:

- Token 213-215 N Ruby (2026)
- Auto One (2026)
- Habitat 8th & Superior (2026)
- Weinrich Development (2026)
- EIG Grand Island LLC (2027)
- Token Properties Kimbal (2027)
- TC Enck Builders 1616 S. Eddy (2027)

Jay Vavricek spoke in regards to maximizing the levy to 2.6 like the state statute allows if there was a need.

5.d) FY2027 JackRabbit Run Golf Budget Proposal
Cover Page
Presentation

Sadonna Manfull with Landscapes Golf Management reported on their key strategies for the year and increasing golf fees by 4% to offset the raise in cost, expanding their outings and expanding some leagues.

Ms. Manfull reported on the 2026 financial summary through May 2026 (draft). For the FY2027 summary they were looking at bringing in about $1.4 million in revenues, about a 10% increase over FY2026, expenses were looking at about a 5% increase and looking at finishing FY2027 in the positive.

Mr. Manfull reported on additional expenses coming out of operating as follows:

- Management Fee
- Payroll, Payroll Taxes and Processing (mentioned was the minimum wage increase of 66.67%)
- Marketing Platforms
- POS Systems
- Maintenance Equipment Lease
- Golf Cart Fleet Lease
- Insurance Premiums & Claims
- GPS on Carts
- Loyalty Program
- Credit Books Program
- $61,000 improvements (snack bar, electric work for new gate, maintenance building doors, pump house furnace, drinking water well head & new reverse osmosis system, plumbing repair for north well, snow blade for pickup truck)

Proposed Equipment & Improvements as follows:

- Continue Tree Removal/Planting (multi-year project) $15,000
- Driving Range Improvements: $20,000
- Deck, Furniture and Grill: $60,000
- Grade Parking lot – unknown (city has done in past at no charge)
- 2 Toro Greens Mowers $95,060
- Blower: $12,000

2027 Items on the radar:

- Irrigation system – Study to be completed July 6-8th
- Septic system -connect to city sewer and water
- Two fairway mowers
- Hole #11 Cart Path
- Resurface entry road
- Fill in bunker behind #2 green

- Pond cleanouts
- New fencing around course
- Clubhouse age/condition

Justin Arlt with Landscapes spoke in regards to increasing rounds 8%, revenue 10%, expenses were going to go up 8% and touched on payroll going up roughly $43,000. He stated this was the first year they didn't ask for cash and things were tracking in the right direction.

Discussion was held on tournaments and if they were more profitable, which depending on how full the tournament was filled, but majority of the time tournaments are more profitable.

Golf Pro Tatum Timbers spoke in favor of the golf course and the great course and support it had.

Discussion was held on the paving the parking lot. Mentioned was it being on the landfill and the constant shifting that it was not a level surface and it would not be profitable.

5.e) FY2027 VenuWorks Budget Proposal
Cover Page
Presentation

Kyler Tarwater mentioned the following revenues:

- Building Rent: $307,339
- Contractually Obligated Revenue: $509,908
- Reimbursed Event Expense: $401,317
- Food & Beverage Revenue: $1,196,729
- Other Revenues (tickets, merchandise, fees) $542,046

TOTAL: $2,957,340

Expenses mentioned were as follows:

- Cost of goods sold: $377,661
- Personnel Cost: $1,433,576
- General & Administrative Costs: $53,130
- Occupancy Costs: $477,501
- Services & Operations Cost: $270,671
- Event Expenses: $668,294
- Food & Beverage Expenses: $175,851

TOTAL: $3,079,023

Summary overview:

Revenues:	$2,957,340
Expenses:	$3,456,685
Net Operating Loss:	($499,345)
Owner Operating Investment:	$500,000 (Hotel Occupation Tax)
Net Income:	$655

Jay Vavricek spoke in favor of VenuWorks management.

ADJOURN

The meeting was adjourned at 8:34 p.m.

Jill Granere
City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.c.

Subject: Approving Minutes of the July 7, 2026 City Council Study Session (Budget)

Staff Contact: Jill Granere

BACKGROUND: -

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: Move to approve Approving Minutes of the July 7, 2026 City Council Study Session (Budget)

ATTACHMENTS:
1. Minutes

OFFICAL PROCEEDINGS
MINUTES OF CITY COUNCIL STUDY SESSION (BUDGET)
July 7, 2026

CALL TO ORDER

Pursuant to due call and notice thereof, a Study Session (Budget) of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 7, 2026. Notice of the meeting was given in *The Grand Island Independent* on July 1, 2026. Council President Ryan O'Neill called the meeting to order at 6:00 PM. The following City Council members were present: Jack Sheard, Mark Stelk, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza and Doug Lanfear. Mike Paulick and Jason Conley were absent. The following City Officials were present: City Administrator Patrick Brown, City Clerk Jill Granere and Finance Director Chelsey Steinke.

ITEMS FOR DISCUSSION

5.a) FY2027 Emergency Management
- Cover Page
- Presentation
- Emergency Management Operating Detail
- Emergency Management Personnel Detail

Emergency Management Director Jon Rosenlund reported on budget changes to exchange personnel costs in E911 Special Revenue Funds (215/216) for operational costs from General Fund. 215/216 Funds were funded by 911 fees and restricted for 911 purposes. The General Fund supports core Grand Island and Hall County services, including 911 personnel costs. This would align personnel costs with the General Fund, where most Grand Island and Hall County staff are budgeted and would ensure 215/216 funds remained focused on 911 operations.

Mentioned were personnel services would increase by 11.6% for all funds with no new FTE's. Operating expenses would increase by 23.8%. Motorola Contract in the amount of $222,737.

Mentioned were Capital Equipment as follows:
- Radio Repeater: $8,000
- North Road UPS Battery Replacement: $15,000
- Radio Consoles: $100,000

Discussion was held on the cost of the radio consoles and the price. Mentioned were desks that came with fans, extra strips and special wiring needs.

Discussion was held on the new Motorola handheld radios and the unexpected charge for the use of Wi-Fi. Mr. Rosenlund said he was waiting for a response from Motorola on the cost.

5.b) FY2027 Fire & Ambulance Budget Proposal
- Cover Page

Presentation
Fire Operating Detail
Ambulance Operating Detail
Fire Personnel
Ambulance Personnel
Fire and Ambulance Operating Detail
Fire and Ambulance Personnel

Fire Chief Cory Schmidt reported the following Fire Department was requesting three additional Firefighter/EMTs (within 3 years) with an increase of personnel services of $231,181.23 (wages only). This was to match the recommended relief factor of 3.75.

Operational Expenses increase as follows:

- Medical Director - $3,000 (best guess – RFP in August)
- GEMT - $140,000 expense/$240,000 revenue
- Computer Services - $4,715 (contractual increase – First Due)
- Internally reclassified expenses to improve accounting accuracy

Capital ProjectsFY2026 Carryover:

- Technical Rescue Equipment - $205,000
- Ambulance (ordered in 2024) - $462,650

TOTAL: $667,650

Capital Request for a total of $810,000
Capital Equipment as follows:

- Storage Building/Training Area: $375,000
- Station #1 – Air Conditioning: $155,000
- Mobile Radios: $102,000
- Bunker Gear: $75,000
- Engine 2 – Engine: $60,000
- Phoenix System Room Remotes: $40,000
- Patient Ventilator: $26,000
- Bursh Truck (grant match) $24,000
- Chain Link Fence: $12,000

Mr. Schmitz mentioned future capital as follows:

- Purchase Fire engine - $1.1 million (2-3 year wait)
- Order ambulance - $480,000 (2 year wait)
- Replace rescue pumper – $1.4 million (recommend ordering within the next 3-5 years)
- Consider replacing fire station #2 - $8-$10 million

Councilmember Sheard suggested a future Study Session for the consideration of replacing Fire Station #2.

Discussion was held on mandatory overtime and the expense and how it compared with adding the 3 FTE's. Mr. Schmidt estimated savings of $80,000 to $100,000.

ADJOURN

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

Jill Granere
City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.d.

Subject: Approving Payment of Claims for the Period of June 24, 2026 through July 14, 2026 in the total amount of $15,025,113.47

Staff Contact: Pat Brown

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Payment of Claims for the Period of June 24, 2026 through July 14, 2026 in the total amount of $15,025,113.47.

ATTACHMENTS:
1. Claims

Vendor_Name	Description	Amount
AARON PETERSON	DITCH CLEANING	1,545.00
ACCORD GUARANTOR, LLC	SHIPPING	75.11
ACCORD GUARANTOR, LLC	SHIPPING	247.92
ACCORD GUARANTOR, LLC	SHIPPING	362.28
ADVANCED RELIABILITY INC	MOTOR VIBRATION ROUTE	1,490.00
AIRGAS INC	HARDHAT BANDS	932.78
AIRGAS INC	ZERO CALIBRATION GAS	567.79
AIRGAS INC	VERSA-FLOW CARTRIDGE	1,087.13
ALAN ARTHUR SIERING	K9 DOG BITE SUIT GAUNTLETS	169.40
ALFRED BENESCH & COMPANY	2026-D-1	5,958.00
ALL COPY PRODUCTS INC	CONTRACT CHARGES 8/9/26-8/8/27	62.46
ALL COPY PRODUCTS INC	CONTRACT CHARGES 8/9/26-8/8/27	374.63
ALLIANCE TECHNICAL GROUP, LLC	ANNUAL CEMS AGREEMENT	11,925.00
APX INC	ISSUANCE/TRANSFER FEE	7.53
APX INC	ISSUANCE/TRANSFER FEE	131.53
APX INC	ISSUANCE/TRANSFER FEE	2.46
APX INC	ISSUANCE/TRANSFER FEE	25.31
AQUA CHEM INC	POOL CHEMICALS FOR GRACE ABBOTT	320.00
AQUA CHEM INC	POOL CHEMICALS FOR LINCOLN WADING POOL	378.00
AQUA CHEM INC	POOL CHEMICALS FOR PIER WADING POOL	363.50
AQUA CHEM INC	POOL CHEMICAL FOR I.O.	3,057.50
AQUA CHEM INC	POOL CHEMICALS FOR I.O.	3,158.00
AQUA CHEM INC	POOL CHEMICAL FOR LINCOLN POOL	1,199.50
AQUA CHEM INC	POOL CHEMICALS FOR LINCOLN POOL	1,226.50
ATHENA ENERGY SERVICES HOLDINGS, LLC	NATURAL GAS- MAY	11,201.99
AURORA COOPERATIVE ELEVATOR COMPANY	DEF - TS	622.16
AURORA COOPERATIVE ELEVATOR COMPANY	OFF ROAD FUEL TRANSFER STATION	29,896.00
AURORA COOPERATIVE ELEVATOR COMPANY	GASLINE	1,057.50
AURORA COOPERATIVE ELEVATOR COMPANY	DEF	680.68
AURORA COOPERATIVE ELEVATOR COMPANY	OFF ROAD FUEL LANDFILL	29,722.00
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	LETTERING	100.00
BAIRD HOLM LLP	OUTSIDE COUNCIL BILLING	5,077.00
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	Spectrum - CABLE	8.94
BANK OF AMERICA	VZWRLSS - CELL PHONES	114.54
BANK OF AMERICA	OPENAI CHATGPT SUBSCR	20.00
BANK OF AMERICA	ICMA 2026 CONFER. REG.	1,175.00
BANK OF AMERICA	EAKES TONER ADMIN	236.89
BANK OF AMERICA	AMAZON SUPPLIES	39.73
BANK OF AMERICA	AMAZON TONER	114.15
BANK OF AMERICA	TASC - Admin Fees	21.95
BANK OF AMERICA	CDW GOVT-ADOBE PRO	92.00
BANK OF AMERICA	CDW GOVT-Adobe Pro	92.40
BANK OF AMERICA	TASC - Admin Fees	4.39
BANK OF AMERICA	Cornhusker - PARKING	6.00
BANK OF AMERICA	AMAZON - SUPPLIES	37.98

BANK OF AMERICA	ACE HDWE - SUPPLIES	7.08
BANK OF AMERICA	CITY HALL CLEANING	2,950.00
BANK OF AMERICA	ACE HDWE - SUPPLIES	67.98
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	COLUMN - LEGAL NOTICE	11.55
BANK OF AMERICA	CHATGPT Subscription	20.00
BANK OF AMERICA	HP - Toners	267.65
BANK OF AMERICA	Office Supplies	18.48
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	HOME BUILDERS MEMBERSHIP	535.00
BANK OF AMERICA	JAMF SOFTWARE-iPad management	52.00
BANK OF AMERICA	VERIZON - $180.18	180.18
BANK OF AMERICA	GREAT PLAINS - CLOTH ALLOW	463.45
BANK OF AMERICA	TASC - Admin Fees	48.29
BANK OF AMERICA	PIONEER DR-SERV ST 4	300.00
BANK OF AMERICA	FIRST NEWT-CELL PHONES JUNE	1,161.47
BANK OF AMERICA	JAMF SOFTWARE-iPad management	56.00
BANK OF AMERICA	UPS - POSTAGE	28.41
BANK OF AMERICA	USPS-POSTAGE 6.23.26	12.20
BANK OF AMERICA	AMAZON - MARKERS	16.80
BANK OF AMERICA	AMAZON - SHREDDER	49.72
BANK OF AMERICA	"ACE - VALVE, THREAD LOCK"	24.88
BANK OF AMERICA	"AMAZON-EAR PLUGS,BLADES"	82.51
BANK OF AMERICA	"PVC-ANTENNA,RADIO"	127.12
BANK OF AMERICA	"SAMS-TRASH BAGS,DISH SOAP"	560.20
BANK OF AMERICA	ACE - BATTERY	79.99
BANK OF AMERICA	ACE-NOZZLE	79.97
BANK OF AMERICA	ACE-PVC PIPE	6.76
BANK OF AMERICA	ACE-STIHL CHAIN	101.97
BANK OF AMERICA	AMAZON - FLAGS	164.26
BANK OF AMERICA	AMAZON-FLAGS	110.56
BANK OF AMERICA	MEANRDS-RET TAX	(0.95)
BANK OF AMERICA	MEANRDS-VINYL TUBE	6.59
BANK OF AMERICA	MENARDS-CLAMPS	11.80
BANK OF AMERICA	MENARDS-DUST PAN	20.99
BANK OF AMERICA	MENARDS-HASPS	43.85
BANK OF AMERICA	MENARDS-PVC PIPE	2.99
BANK OF AMERICA	MENARDS-TUBING	14.65
BANK OF AMERICA	TAYLOR'S TINS- CARDS	300.00
BANK OF AMERICA	FYR-TEK-SUSPENDERS	110.00
BANK OF AMERICA	REAL TIME-MIN USED 120101	15.00
BANK OF AMERICA	"CCC-TONNIGES, MEDIC CLASS"	687.00
BANK OF AMERICA	LOVES-FUEL TRN	35.55
BANK OF AMERICA	BOUNDTREE-AMB SUP	1,690.94
BANK OF AMERICA	USAVES-AMB SUP 6.22.26	149.28
BANK OF AMERICA	TASC - Admin Fees	136.19
BANK OF AMERICA	HYDRO TECH-FIRE EXTIN-W BUILD	1,304.10

BANK OF AMERICA	HYDRO TECH-FIRE EXTINGUISHERS	35.00
BANK OF AMERICA	TIGERTOUGH-SEAT COVERS FLEET	3,275.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	800.00
BANK OF AMERICA	LONE TREE-TOW CHARGES	1,625.00
BANK OF AMERICA	AMAZON-PHONE CASE	26.99
BANK OF AMERICA	AT&T/FIRSTNET-CELL PHONE BILL	3,162.83
BANK OF AMERICA	FBI LEEDA-REGISTRATION FEE	795.00
BANK OF AMERICA	FBI LEEDA-REGISTRATION FEE	795.00
BANK OF AMERICA	HITS TRAINING-REGISTRATION FEE	399.11
BANK OF AMERICA	HOTELS.COM-HOTEL TRNG TOPEKA	1,156.90
BANK OF AMERICA	UBER TRIP-TRANSACTION ERROR	7.75
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	44.67
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	89.45
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	100.70
BANK OF AMERICA	PARKS VET-ACO CAT EUTHANASIA	250.25
BANK OF AMERICA	SOUTH LOCUST VET-ACO VET CARE	157.23
BANK OF AMERICA	"AMZN-ORGANIZER TRAYS, LABELS"	57.74
BANK OF AMERICA	AMAZON-TONER	149.50
BANK OF AMERICA	AMAZON-TONER	235.69
BANK OF AMERICA	AMZN-WIRELESS KEYBOARDS/MOUSE	73.56
BANK OF AMERICA	STAPLES-OFFICE SUPPLIES	783.23
BANK OF AMERICA	PHILLIPS 66-SPEEDEE-FUEL TRNG	40.00
BANK OF AMERICA	AMZN-COMPUTER BATTERY BACK UPS	377.96
BANK OF AMERICA	GALLS-CSO UNIFORMS	364.80
BANK OF AMERICA	GALLS-INTERN SHIRTS	215.00
BANK OF AMERICA	MENARDS-SHOP SUPPLIES	79.93
BANK OF AMERICA	MNRDS-COILS/40MM STEEL FOR TRT	51.57
BANK OF AMERICA	HERMAN PLUMB-LEAK TOILET LEC	300.70
BANK OF AMERICA	JERRY'S SHEET-EXHAUST FAN	535.00
BANK OF AMERICA	AMAZON-LEC EVIDENCE SUPPLIES	101.36
BANK OF AMERICA	AMZN-LEC EVID CLASP ENVELOPES	61.35
BANK OF AMERICA	AMZN-RETURNED ENVELOPES	(63.16)
BANK OF AMERICA	AMAZON-WALL CLOCKS LEC	67.44
BANK OF AMERICA	AMZN-WATRPROOF SHELF LINER LEC	38.63
BANK OF AMERICA	HYDRO TECH-FIRE EXTINGUISHERS	430.00
BANK OF AMERICA	STAPLES-DESK CHAIRS LEC	320.22
BANK OF AMERICA	SAYLER-UNIFORM SHIRTS	241.88
BANK OF AMERICA	TASC - Admin Fees	26.34
BANK OF AMERICA	MENARDS-BUILDING MAINT	36.95
BANK OF AMERICA	AWARDS PLUS-SENIOR/DISP SUPPL	316.00
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	VERIZON- PW CELL PHONES	136.39
BANK OF AMERICA	GI INDEPENDENT- PVIPE ESMT ACQ	11.55
BANK OF AMERICA	AMAZON- offsets TXN00144531	(149.12)
BANK OF AMERICA	AMAZON- SURVEY PAINT	149.12
BANK OF AMERICA	Full Source- SURVEY PAINT	162.73
BANK OF AMERICA	FULL SOURCE-Sales Tax-Credit	(11.35)

BANK OF AMERICA	GI INDEP-YEARLY SUBSCRIPTION	179.92
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	TASC - Admin Fees	17.56
BANK OF AMERICA	CDW GOVT-EXT RENEWAL EAC	1,107.03
BANK OF AMERICA	ENVISION WARE - Overages	98.75
BANK OF AMERICA	ACE - Glass Cleanup	26.58
BANK OF AMERICA	ACE - Light Bulbs	20.99
BANK OF AMERICA	AMAZON - Parts for Mower	18.19
BANK OF AMERICA	HOME DEPOT - Light Bulbs	33.96
BANK OF AMERICA	JERRY'S-Bi Annual Maint Contr.	1,950.00
BANK OF AMERICA	MID NE DISPOSAL - Sanitation	107.50
BANK OF AMERICA	Stamps.com - Monthly Fee	20.99
BANK OF AMERICA	AMZN-Books Lost Storytime Kit	154.27
BANK OF AMERICA	AMZN-Credit Returned Book	(6.41)
BANK OF AMERICA	GUMDROP BOOKS - Books	1,994.59
BANK OF AMERICA	AMAZON - DVD	16.99
BANK OF AMERICA	AMAZON - DVD	19.96
BANK OF AMERICA	AMAZON-SUPPLIES	9.99
BANK OF AMERICA	AMAZON - Legal Size Paper	15.96
BANK OF AMERICA	AMZN-Mesh Zipper Pouch Bags	63.43
BANK OF AMERICA	BRDRT-Adhesive Book Processing	44.64
BANK OF AMERICA	BRODART - Book Jacket Covers	209.75
BANK OF AMERICA	DEMCO-Rcpt Paper/Label Protect	587.54
BANK OF AMERICA	WALMART-Office Supplies	87.41
BANK OF AMERICA	AMAZON - Lysol	111.60
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	HERITAG-4 station control/keys	472.22
BANK OF AMERICA	HERITAGE LAND-irr valves/heads	287.59
BANK OF AMERICA	ISS-valve/keys/fittings	595.67
BANK OF AMERICA	MENARDS-nipple/ball valve	8.48
BANK OF AMERICA	HERITAGE LANDSC-Rainbird valve	205.09
BANK OF AMERICA	CRESCENT ELECTRIC-light fuse	97.27
BANK OF AMERICA	HOME DEPOT-light timer	69.98
BANK OF AMERICA	HOME DEPOT-light timer	79.98
BANK OF AMERICA	MENARDS-door sweet tooth shop	53.35
BANK OF AMERICA	AMAZON-2 hand dryers	707.76
BANK OF AMERICA	MNRDS-flush valve/toilet seat	317.40
BANK OF AMERICA	ADVANCE AUTO-filter/tire slime	41.54
BANK OF AMERICA	ADVANCE AUTO-oil filters	48.00
BANK OF AMERICA	AMAZON-LED safety lights	32.03
BANK OF AMERICA	Davis Equip-belt/shaft/pulley	344.31
BANK OF AMERICA	Davis Equip-damper/rod ends	314.09
BANK OF AMERICA	Davis-pin clevis	157.43
BANK OF AMERICA	GRAND KUB-fan/joint assembly	1,017.90
BANK OF AMERICA	JACK'S TIRE-4 mower tires	30.00
BANK OF AMERICA	JACK'S TIRE-tires/tire repairs	1,552.00
BANK OF AMERICA	MIDWEST T-v-belt/bearing/shaft	644.01

BANK OF AMERICA	MIDWEST TURF-mower blades	217.33
BANK OF AMERICA	ADV AUTO-blbs/brake lite swtch	68.48
BANK OF AMERICA	JACK'S TIRE-truck tires	1,206.00
BANK OF AMERICA	KIP TRANS-tranny work on truck	3,869.19
BANK OF AMERICA	MID NE DISPOSAL-Good Life Dist	1,273.90
BANK OF AMERICA	MID NE DISPOSAL-parks trash	227.40
BANK OF AMERICA	MID NE DISPOSAL-Good Life Dist	50.80
BANK OF AMERICA	MID NE DISPOSAL-Good Life Dist	394.90
BANK OF AMERICA	JOHNNY`S LOCK-dead bolts/rekey	1,105.00
BANK OF AMERICA	SOS-porta toilet rental	626.00
BANK OF AMERICA	"US CELLULAR-Jun 10, 26 billin	142.16
BANK OF AMERICA	CASEYS-fuel for janitor truck	25.00
BANK OF AMERICA	KENSINGER-unleaded gas	203.54
BANK OF AMERICA	KENSINGER-unleaded gas	211.49
BANK OF AMERICA	KENSINGER-unleaded gas	114.73
BANK OF AMERICA	KENSINGER-unleaded gas	122.07
BANK OF AMERICA	ISLAND POOL-fountain chemicals	207.00
BANK OF AMERICA	ISLAND POOL-pool test chem.	36.00
BANK OF AMERICA	MENARDS-play sand	46.68
BANK OF AMERICA	ACE-bolts/washers	9.88
BANK OF AMERICA	ACE-car wash soap/mitt	12.18
BANK OF AMERICA	ACE-cutting blades	37.99
BANK OF AMERICA	AMAZON-dog waste bags	86.84
BANK OF AMERICA	AMAZON-graffiti remover	214.69
BANK OF AMERICA	AMZN-donot park on grass signs	87.89
BANK OF AMERICA	MENARDS-impact sockets	11.98
BANK OF AMERICA	ACE-trowel/scoop/loppers	104.96
BANK OF AMERICA	MENARDS-marking paint	79.98
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	ISLAND CLIMATE-fix belt on fan	134.00
BANK OF AMERICA	ACE-control cable for tiller	30.99
BANK OF AMERICA	KENSINGER-unleaded gas	41.00
BANK OF AMERICA	KENSINGER-unleaded gas	48.00
BANK OF AMERICA	KENSINGER-unleaded gas	71.00
BANK OF AMERICA	ACE-O rings	10.74
BANK OF AMERICA	HOME DEPOT-basket hooks	34.86
BANK OF AMERICA	HOME DEPOT-basket hooks	34.86
BANK OF AMERICA	TASC - Admin Fees	17.56
BANK OF AMERICA	HARBOR FREIGHT-paint supplies	49.92
BANK OF AMERICA	AMAZON-carb for tiller	21.99
BANK OF AMERICA	AMAZON-carb tool	18.88
BANK OF AMERICA	AMAZON-digital tachometer	18.39
BANK OF AMERICA	AMAZON-J.D. deck belt	57.35
BANK OF AMERICA	AMAZON-mower blades	96.22
BANK OF AMERICA	CONS RENTAL-chain saw	559.99
BANK OF AMERICA	CONST RENTAL-bar oil/chains	179.08
BANK OF AMERICA	CONST RENTAL-spark plugs	29.94

BANK OF AMERICA	JACK'S TIRE-2 tractor tires	270.00
BANK OF AMERICA	PUMP & PANTRY-fuel truck	150.00
BANK OF AMERICA	SAPP BROS-fuel cemetery tank	1,953.60
BANK OF AMERICA	MID NE DISPOSAL-cemetery trash	76.60
BANK OF AMERICA	ONEILL WOOD-18 loads branches	566.20
BANK OF AMERICA	"US CELLULAR-Jun 10, 26 billin	76.68
BANK OF AMERICA	SAMSCLUB-water for office	42.80
BANK OF AMERICA	AURORA COOP-spider mite spray	153.90
BANK OF AMERICA	PUMP & PANTRY-fuel	46.34
BANK OF AMERICA	AMAZON-tire repair kit	27.08
BANK OF AMERICA	HARBOR FRE-short wire tester	277.30
BANK OF AMERICA	"HERITAGE LAN-3""sprinkler hea	449.88
BANK OF AMERICA	KELLY SUPPLY-rubber gasket	18.46
BANK OF AMERICA	MENARDS-garden hose	69.99
BANK OF AMERICA	MENARDS-plumbing parts	107.47
BANK OF AMERICA	MENARDS-trash can/push broom	97.92
BANK OF AMERICA	MENARDS-water filter/pail	45.46
BANK OF AMERICA	SAMS-water	42.80
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	"US CELLULAR-Jun 10, 26 billin	125.17
BANK OF AMERICA	CONSTANT-CONT-email platform	195.70
BANK OF AMERICA	AMAZON-Program supplies	13.18
BANK OF AMERICA	AMAZON-Program supplies	24.98
BANK OF AMERICA	AMAZON-Program supplies	31.14
BANK OF AMERICA	AMAZON-Program supplies	39.58
BANK OF AMERICA	AMAZON-Program supplies	40.50
BANK OF AMERICA	AMAZON-Program supplies	47.99
BANK OF AMERICA	AMAZON-Program supplies	81.27
BANK OF AMERICA	JOHNNY`S L-keys stolley office	21.25
BANK OF AMERICA	SOS-porta toilet rental	105.00
BANK OF AMERICA	WAL-MART-Program supplies	58.92
BANK OF AMERICA	WALMART - Program supplies	100.93
BANK OF AMERICA	WALMART-Program supplies	67.65
BANK OF AMERICA	Walmart-Program supplies	74.75
BANK OF AMERICA	Walmart-Program supplies	127.26
BANK OF AMERICA	MIDWEST TURF-shift cable	293.77
BANK OF AMERICA	MID NE DISP-fieldhouse trash	142.40
BANK OF AMERICA	RED CROSS -Lifeguard/CPR trnig	48.00
BANK OF AMERICA	RED CROSS-guard training/cert	432.00
BANK OF AMERICA	RED CROSS-Lifeguard class/cert	480.00
BANK OF AMERICA	RED CROSS-Lifeguard Tring/Cert	480.00
BANK OF AMERICA	RED CROSS-Lifeguard tring/cert	720.00
BANK OF AMERICA	RED CROSS-lifeguards training	78.00
BANK OF AMERICA	ACE HDWE - drill bits	53.98
BANK OF AMERICA	ACE HDWE - Hardware	2.98
BANK OF AMERICA	ACE HDWE - IO supplies	13.18
BANK OF AMERICA	AMAZON - pool inlet	37.92

BANK OF AMERICA	MENARDS - lumber	34.99
BANK OF AMERICA	MENARDS - lumber	34.99
BANK OF AMERICA	MENARDS - spring nut	4.49
BANK OF AMERICA	NAPA - Credit	(61.99)
BANK OF AMERICA	POOLWEB-chemtrol motherboard	2,576.47
BANK OF AMERICA	SP POOLWEB COM - chair swivel	532.02
BANK OF AMERICA	AMAZON - vacuum filter	107.57
BANK OF AMERICA	MENARDS - fans	93.30
BANK OF AMERICA	JACKSON SERV-mop/mat service	58.40
BANK OF AMERICA	MID NE DISPOSAL-Good Life Dist	20.03
BANK OF AMERICA	GoTo GoToConnect - phone bill	103.50
BANK OF AMERICA	INKCREDIBL-track meet t-shirts	1,897.50
BANK OF AMERICA	KENSINGER-unleaded gas	44.39
BANK OF AMERICA	KENSINGER-unleaded gas	91.78
BANK OF AMERICA	AMAZON - ash tray	54.27
BANK OF AMERICA	POOLWEB-Lifejacket signage	340.90
BANK OF AMERICA	PEPSI-concessions for resale	2,242.07
BANK OF AMERICA	SAMS-concessions for resale	59.52
BANK OF AMERICA	ACE HDWE-extension cord	12.99
BANK OF AMERICA	ACE HDWE-extension cord	24.99
BANK OF AMERICA	AMZN-volleyball net & supplies	279.34
BANK OF AMERICA	Dell-Monitor	275.00
BANK OF AMERICA	Dell-Speaker Bar	32.62
BANK OF AMERICA	Dell-Speaker Bar	32.62
BANK OF AMERICA	JOHNNY`S LOCK-master keys	68.00
BANK OF AMERICA	POOLWEB-pool ladder steps	600.83
BANK OF AMERICA	POOLWEB-leaf strainer	156.50
BANK OF AMERICA	"US CELLULAR-Jun 10, 26 billin	43.79
BANK OF AMERICA	ICMA-MEMBERSHIP RENEWAL	200.00
BANK OF AMERICA	OPENAI CHATGPT SUBSCR	20.00
BANK OF AMERICA	GI INDEP-221-P-6 PH NOTICE	11.55
BANK OF AMERICA	TASC - Admin Fees	17.56
BANK OF AMERICA	AMAZON - BREAKROOM SUPPLIES	18.99
BANK OF AMERICA	AMAZON - FLAG POLE RINGS	15.28
BANK OF AMERICA	AMAZON - SOAP	12.99
BANK OF AMERICA	AMAZON- AIR FRESHER	27.95
BANK OF AMERICA	AMAZON- FLAG POLE RING	29.98
BANK OF AMERICA	AMAZON-FLAG POLE RINGS	29.98
BANK OF AMERICA	MENARDS - TOOLS	15.76
BANK OF AMERICA	VERIZON - STREET PHONES	299.16
BANK OF AMERICA	LINCOLN PRK-PARK FOR TRAINING	6.85
BANK OF AMERICA	AMAZON - RUBBER BANDS	8.98
BANK OF AMERICA	SAMS - BREAKROOM SUPPLIES	98.42
BANK OF AMERICA	HARBOR FREIGHT-WORK GLOVES	47.96
BANK OF AMERICA	ZORO - GLOVES	53.79
BANK OF AMERICA	ZORO TOOLS - SAFETY GLOVES	573.60
BANK OF AMERICA	AUTOZONE - OFFSET TXN145071	10.66

BANK OF AMERICA	AUTOZONE - OFFSET TXN145086	(10.66)
BANK OF AMERICA	EBAY - MIKE WAGER RETIREMENT	42.99
BANK OF AMERICA	SAMS - BREAKROOM SUPPLIES	50.44
BANK OF AMERICA	SAMS- RETIRERMENT	203.08
BANK OF AMERICA	GI INDEPENDET- DEICING ATB	15.40
BANK OF AMERICA	"ACE - FILTER,SPARK PLUG"	21.98
BANK OF AMERICA	HYDROVAC - HOSE	1,876.47
BANK OF AMERICA	Winter Equip - Milling teeth	4,403.10
BANK OF AMERICA	ACE -LIGHT	119.00
BANK OF AMERICA	ACE- SAW / CHAIN	550.37
BANK OF AMERICA	CENTRAL NE BOBCATE - RACK	418.41
BANK OF AMERICA	MENARDS - TOOLS	68.84
BANK OF AMERICA	"ACE BLOWER, TUNE UP"	268.47
BANK OF AMERICA	AURORA COOP- PROPANE	243.00
BANK OF AMERICA	MEAD - WOOD	82.29
BANK OF AMERICA	MEAD LUMBER - FORMS	241.36
BANK OF AMERICA	MENARDS - GRASS SEED	16.44
BANK OF AMERICA	MENARDS - PIPE	73.85
BANK OF AMERICA	"ACE - NUTS, BOLTS"	8.98
BANK OF AMERICA	ACE - CLOTHES	30.98
BANK OF AMERICA	ACE - DRILL BITS	16.99
BANK OF AMERICA	MENARDS - BATTERIES	4.07
BANK OF AMERICA	MENARDS - BATTERIES	4.38
BANK OF AMERICA	MENARDS- RAKE & BOTTLE	97.94
BANK OF AMERICA	MENARDS-offsets TXN00144626	(4.38)
BANK OF AMERICA	AMAZON- shop supplies	1,191.82
BANK OF AMERICA	WESCO - MATERIAL	84.93
BANK OF AMERICA	KELLY SUPPLY -COUPLINGS	36.36
BANK OF AMERICA	DIA VOGEL - PAINT	3,845.80
BANK OF AMERICA	AMAZON - CONVERTER	21.65
BANK OF AMERICA	AMAZON - FLUKE	56.92
BANK OF AMERICA	HARBOR FREIGHT - VISE	118.99
BANK OF AMERICA	KELLY - FREE ALL SPRAY	148.18
BANK OF AMERICA	MENARDS - SUPPLIES	47.43
BANK OF AMERICA	WESCO - BATTERIES	40.32
BANK OF AMERICA	ELITE-trees spaded-Stolley Pk	900.00
BANK OF AMERICA	VERIZON- TRANSIT TABLETS	860.44
BANK OF AMERICA	VERIZON- PW CELL PHONES	38.18
BANK OF AMERICA	AMAZON-CLIP BOARDS DRUG UNIT	17.81
BANK OF AMERICA	AMZN-EXTERNAL HARD DRIVE DTF	529.99
BANK OF AMERICA	PRESTOX- DT PEST CONTROL	486.77
BANK OF AMERICA	MID-NE DISPOSAL- DT TRASH	373.20
BANK OF AMERICA	"SENSIT-REPAIR G2, CO"	887.06
BANK OF AMERICA	AMAZON - Face Painting Kits	56.57
BANK OF AMERICA	AMAZON - Teen SRP Supplies	52.72
BANK OF AMERICA	AMZN-Teen Prog Supp Makerspace	58.45
BANK OF AMERICA	AMZN-Teen Program Supplies	118.50

BANK OF AMERICA	DMCO-Books Bfore Kinderg Bags	238.00
BANK OF AMERICA	EPIC - 2 Family Passes	370.00
BANK OF AMERICA	HOBBY LO-Children's Prog Supp	25.18
BANK OF AMERICA	HOBBY LOB-Children's Prog Supp	14.95
BANK OF AMERICA	HOBBY LOBBY-Adult Prog Supp	57.72
BANK OF AMERICA	IMAGINA CITY-2 Family Passes	230.00
BANK OF AMERICA	LEGO - Adult Program Prize	109.99
BANK OF AMERICA	ORIENTAL TRAD-Program Supplies	27.98
BANK OF AMERICA	PHAM'S - Boba Teen Program	100.00
BANK OF AMERICA	PIZZA HUT-Credit Tax Charged	(10.00)
BANK OF AMERICA	SAMS - Adult Program Supplies	63.92
BANK OF AMERICA	STUHR MUS-2 Group Memberships	300.00
BANK OF AMERICA	TARGET - Teen Program Supplies	53.36
BANK OF AMERICA	TARGET-Teens/Kids Programs	83.79
BANK OF AMERICA	WALMART-Children's Prog Supp	71.66
BANK OF AMERICA	FIVE BE-Subs Boxes Youth Grant	133.00
BANK OF AMERICA	HOBBY LOBBY-Youth Grant	24.20
BANK OF AMERICA	CDW GOVT-BROTHER POCKETJET	4,165.20
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	SOUTHERNPOWER-ELECTRICITY SW	450.76
BANK OF AMERICA	"BOMGAARS-FLY SPRAY, RAIN GAUG	58.22
BANK OF AMERICA	NMC/CAT GLASS REPAIR	1,644.76
BANK OF AMERICA	PLATTE VALLEY RADIO REPAIR	287.50
BANK OF AMERICA	POMPS CHRG TOO MANY LOSE TIRES	(1,612.00)
BANK OF AMERICA	POMPS FLAT REPAIR	145.80
BANK OF AMERICA	POMPS TIRE REPAIR	714.32
BANK OF AMERICA	POMPS TIRE REPAIR	2,428.53
BANK OF AMERICA	POMPS-TIRE REPAIR	268.52
BANK OF AMERICA	POMPS-TIRE REPAIR	841.09
BANK OF AMERICA	TRAUSCH PARTS/HOSE SLEEVE	286.43
BANK OF AMERICA	CULLIGAN-BOTTLED WATER	21.00
BANK OF AMERICA	"VZWRLSS-T/S, L/F CELL SERVICE	38.18
BANK OF AMERICA	CLEARFLY-SERVICE THRU06302026	113.53
BANK OF AMERICA	SOUTHERNPOWER-ELECTRICITY SW	22.00
BANK OF AMERICA	CULLIGAN-BOTTLED WATER	7.00
BANK OF AMERICA	"VZWRLSS-T/S, L/F CELL SERVICE	35.60
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	ORKIN LLC - PEST CONTROL	175.69
BANK OF AMERICA	SOUTHERNPOWER-ELECTRICITY SW	454.08
BANK OF AMERICA	"NMC - D7 SEAL RING, VALVE"	4,124.15
BANK OF AMERICA	CENTRAL NE BOBCA-FILTERS	493.60
BANK OF AMERICA	CRESCENT ELECTRIC-CABLE TIES	523.10
BANK OF AMERICA	POMPS TIRE - TIRE REPAIR	24.61
BANK OF AMERICA	"VZWRLSS-T/S, L/F CELL SERVICE	94.30
BANK OF AMERICA	"AMZN-TAPE,1"" BINDERS,COIN EN	56.97
BANK OF AMERICA	NORTHERNSAFETY - WINDSOCKS	182.48
BANK OF AMERICA	"ACE-CLOROX, BUG SPRAY"	29.17

BANK OF AMERICA	AURORA COOP - GRASS SEED	800.00
BANK OF AMERICA	"MENARDS, chair"	82.18
BANK OF AMERICA	"MENARDS, GFCI's, ELE-C11016"	270.69
BANK OF AMERICA	"MENARDS, GFCI, ELE-C11016"	27.39
BANK OF AMERICA	"MENARDS,screws ELE-C11016"	32.23
BANK OF AMERICA	"MNRDS,boxes&GFCI's/ELE-C11016	172.30
BANK OF AMERICA	"MOUSER, I/O module, SUB-C280"	3,089.22
BANK OF AMERICA	ACE-tools&grass seedELE-C11041	44.04
BANK OF AMERICA	AMZN-Strain Relief ELE-C10835	171.56
BANK OF AMERICA	FNCUTHBERT-voltage thermostat	(19.35)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(3.52)
BANK OF AMERICA	FNCUTHBERT-voltage thermostat	(7.04)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(1.28)
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	38.18
BANK OF AMERICA	HILTON GARDEN-parking	25.00
BANK OF AMERICA	HILTON GARDEN-parking	50.00
BANK OF AMERICA	HILTON-Credit TXN00144322	(25.00)
BANK OF AMERICA	"4TE CULLIGAN, water deliverie	73.00
BANK OF AMERICA	ALLO-phone svc.	818.50
BANK OF AMERICA	AUTOBKS TIRZAH-cleaning	1,419.00
BANK OF AMERICA	MID NE DISPOSAL-trash pick up	86.90
BANK OF AMERICA	UPS-shipping	19.91
BANK OF AMERICA	"AMAZON, backup battery"	30.09
BANK OF AMERICA	"CENEX-CUBBY'S, fuel"	131.97
BANK OF AMERICA	COPYCAT-tree door hangers	197.55
BANK OF AMERICA	HAMPTON INN-hotel room Norfolk	671.64
BANK OF AMERICA	HAMPTON INN-hotel room Norfolk	671.64
BANK OF AMERICA	HAMPTON INN-hotel room Norfolk	671.64
BANK OF AMERICA	ZORO TOOLS - Ring Terminals	816.78
BANK OF AMERICA	"AMAZON, paper towels"	143.16
BANK OF AMERICA	"DMI DELL, laptop"	1,466.22
BANK OF AMERICA	"GRAYBAR, power inverter"	1,559.80
BANK OF AMERICA	"NINITE.COM, software"	420.00
BANK OF AMERICA	"TAPEANDMEDIA, backup tapes"	3,190.00
BANK OF AMERICA	"WESCO, cable"	10,695.98
BANK OF AMERICA	CINTAS-first aid supplies	124.65
BANK OF AMERICA	CINTAS-first aid supplies	285.33
BANK OF AMERICA	COPYCAT-Vintage logo	154.74
BANK OF AMERICA	DUO-Remote Access	1,440.00
BANK OF AMERICA	FIBER INSTRU-fiber cleaner	25.45
BANK OF AMERICA	FIBER INSTRU-fiber equip.	1,034.50
BANK OF AMERICA	HOMEDEPOT.COM - heat gun	213.93
BANK OF AMERICA	Microsoft- visual studio subsc	90.00
BANK OF AMERICA	RedBird-Jason retire cookies	140.58
BANK OF AMERICA	Rockler-Retire gift Jason	153.70
BANK OF AMERICA	Spectrum - cable	28.15
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	389.24

BANK OF AMERICA	"ACE, flag & sprinkler parts"	98.81
BANK OF AMERICA	"ACE, weed sprayer & yard tool	55.87
BANK OF AMERICA	"BOMGAARS, garden hose"	72.00
BANK OF AMERICA	"BOMGAARS,misc. maint. supplie	116.55
BANK OF AMERICA	"HARBOR FREIGHT, 5 gal buckets	22.48
BANK OF AMERICA	"HOME DEPOT, sawzall"	192.95
BANK OF AMERICA	"HOME DEPOT, screws/supplies"	81.65
BANK OF AMERICA	"HOMEDEPOT, 8Ah batteries"	289.73
BANK OF AMERICA	"KELLY SUPPLY, pump parts"	123.31
BANK OF AMERICA	"MENARDS, bldg maint. supplies	135.33
BANK OF AMERICA	"MENARDS, fasteners"	29.26
BANK OF AMERICA	"MENARDS, tools & screws"	71.09
BANK OF AMERICA	"RCO SALES, cam switch"	5,272.18
BANK OF AMERICA	"THE HOME DEPOT, door stops"	35.99
BANK OF AMERICA	"THE HOME DEPOT, saw blades"	81.10
BANK OF AMERICA	"THE UPS STORE, shipping"	40.92
BANK OF AMERICA	"TRACTOR S,fasteners,drill bit	61.12
BANK OF AMERICA	"TRACTOR SUPPLY, wire & tools"	89.19
BANK OF AMERICA	ACE-misc. tools/supplies	99.47
BANK OF AMERICA	AGRICULTURAL SVC-weed killer	279.64
BANK OF AMERICA	BAASCH WELD-table top fab.	809.77
BANK OF AMERICA	HOOKER BROS-limestone	1,014.62
BANK OF AMERICA	ISLAND SUPPLY WELD-nitrogen	113.78
BANK OF AMERICA	PROVANTAGE - media converter	1,054.58
BANK OF AMERICA	PROVANTAGE-panel & enclosure	417.10
BANK OF AMERICA	WESCO - cable	6,720.94
BANK OF AMERICA	ALTEC IND-Repair Parts	24.21
BANK OF AMERICA	GREAT PLAINS HYDRA - hose	84.61
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	451.13
BANK OF AMERICA	"MENARDS, chair"	26.86
BANK OF AMERICA	"MENARDS, insulation & washers	40.15
BANK OF AMERICA	"VERMEER HIGH PLAINS, shovels"	216.37
BANK OF AMERICA	"WHITE CAP SUPPLY, screws"	23.09
BANK OF AMERICA	CONCRETE ACCESS-Ring Clutch	437.12
BANK OF AMERICA	HYDRO TECH - refill fire ext.	99.92
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	296.58
BANK OF AMERICA	WWW.BATTERYSHIP.COM-Batteries	109.16
BANK OF AMERICA	MIDWEST HYDRAULIC-o-ring	27.33
BANK OF AMERICA	DRANETZ-credit transducer	(280.00)
BANK OF AMERICA	BOMGAARS-post/panels	138.83
BANK OF AMERICA	AMAZON-remote switch	42.92
BANK OF AMERICA	eBay-cable reel	456.88
BANK OF AMERICA	ACE HDWE-nozzle	19.34
BANK OF AMERICA	ALAMO RENT-A-CAR-car rental	384.35
BANK OF AMERICA	AMAZON-connectors	21.60
BANK OF AMERICA	AMAZON-storage cabinet	87.05
BANK OF AMERICA	AMAZON-wheel adapter	28.99

BANK OF AMERICA	HAMPTON INN & STES -hotel	560.49
BANK OF AMERICA	HAMPTON INN & STES-hotel	560.49
BANK OF AMERICA	HPC TECH SERV-virtual class	2,195.00
BANK OF AMERICA	KERMITS-fleet truck wash	12.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-fleet wash	6.00
BANK OF AMERICA	KERMITS-vehicle wash	6.00
BANK OF AMERICA	KERMITS-vehicle wash	6.00
BANK OF AMERICA	MENARDS-air filters	37.61
BANK OF AMERICA	MENARDS-credit-return lumber	(72.65)
BANK OF AMERICA	MENARDS-lumber	592.97
BANK OF AMERICA	MENARDS-shovels	42.98
BANK OF AMERICA	OMAHA EPPLEY AIRFIELD-parking	21.00
BANK OF AMERICA	SECRET LAB-chair	738.54
BANK OF AMERICA	SHELL OIL-fuel	20.51
BANK OF AMERICA	USA FILTER-cabin air filters	169.18
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	76.36
BANK OF AMERICA	WALMART-battery	173.08
BANK OF AMERICA	WALMART-cleaning supplies	120.23
BANK OF AMERICA	WALMART-Credit-core return	(12.00)
BANK OF AMERICA	ACE HDWR-chainsaw/case	429.00
BANK OF AMERICA	AMAZON -notifier	102.78
BANK OF AMERICA	AMAZON-printer ribbons	84.58
BANK OF AMERICA	AMAZON-USB hubs	57.83
BANK OF AMERICA	CC JANITORIAL-cleaning service	1,746.88
BANK OF AMERICA	CRESCENT-Credit-Fuse reducers	(342.60)
BANK OF AMERICA	eBay-filters	526.75
BANK OF AMERICA	eBay-filters	526.75
BANK OF AMERICA	eBay-filters	591.25
BANK OF AMERICA	eBay-filters	591.25
BANK OF AMERICA	eBay-filters	1,037.38
BANK OF AMERICA	eBay-OFFSETS txn00145176	(1,037.38)
BANK OF AMERICA	eBay-OFFSETS TXN00145238	(526.75)
BANK OF AMERICA	eBay-offsets txn00145253	(526.75)
BANK OF AMERICA	FREIGHTQUOTE-line haul	336.49
BANK OF AMERICA	INDUSTRIAL OUTFIT-muck boots	730.96
BANK OF AMERICA	INTERSTATE ALL-batteries	76.11
BANK OF AMERICA	KELLY SUPPLY-hose	154.69
BANK OF AMERICA	L-COM-loop protectors	948.10
BANK OF AMERICA	MCMASTER-clamp/hose/valve	613.00
BANK OF AMERICA	MCMSTR-reducrs/nipples/gaskets	194.17
BANK OF AMERICA	MENARDS-battery	85.99
BANK OF AMERICA	MENARDS-chain/hook	50.37
BANK OF AMERICA	MENARDS-fuel premix	173.81

BANK OF AMERICA	STATE STEEL-rolled steel	53.37
BANK OF AMERICA	ZORO TOOLS-oil filters	211.22
BANK OF AMERICA	ZORO TOOLS-sorbant roll/labels	478.78
BANK OF AMERICA	AMAZON-fuses/hooks	119.64
BANK OF AMERICA	FNCUTHBERT-voltage thermostat	378.20
BANK OF AMERICA	MCMASTER-CARR-air filters	588.22
BANK OF AMERICA	MCMASTER-CARR0o-ring	190.69
BANK OF AMERICA	eBay-sensor	328.41
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	172.74
BANK OF AMERICA	Intermedia-customer serv phone	285.98
BANK OF AMERICA	JAMF SOFTWARE-iPad management	68.80
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	80.02
BANK OF AMERICA	GI-TWIN RIVE - SCREEN	45.00
BANK OF AMERICA	TASC - Admin Fees	109.65
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(2.42)
BANK OF AMERICA	JAMF SOFTWARE-iPad management	(0.88)
BANK OF AMERICA	AMAZON-battery	30.07
BANK OF AMERICA	AMAZON-connectors	17.98
BANK OF AMERICA	KELLY SUPPLY-caps	22.25
BANK OF AMERICA	PUMP & PANTRY-ice	3.39
BANK OF AMERICA	MENARDS-conduit	68.07
BANK OF AMERICA	MENARDS-gutter bracket	7.41
BANK OF AMERICA	Amazon-Caution Tape	91.36
BANK OF AMERICA	IslandSupply/fill CO2 bottles	44.20
BANK OF AMERICA	"ACE-paint cans,brushes"	55.84
BANK OF AMERICA	Intermedia-customer serv phone	285.97
BANK OF AMERICA	JAMF SOFTWARE-iPad management	47.30
BANK OF AMERICA	VZRN-JUN 2026 CELL SRV/Water	434.82
BANK OF AMERICA	"WhiteCap-1/2"" joint socket"	39.98
BANK OF AMERICA	TASC - Admin Fees	13.17
BANK OF AMERICA	Intermedia-customer serv phone	285.97
BANK OF AMERICA	CINTAS-MEDICAL SUPPLIES	59.54
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	8.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	8.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	8.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	59.89
BANK OF AMERICA	PRESTO X-PEST SERVICES	70.63
BANK OF AMERICA	PRESTO X-PEST SERVICES	259.20
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	855.05
BANK OF AMERICA	NWEA-CONFERENCE-BEARD	100.00
BANK OF AMERICA	NWEA-CONFERENCE-BELITZ	100.00
BANK OF AMERICA	NWEA-CONFERENCE-GARCIA	100.00
BANK OF AMERICA	NWEA-CONFERENCE-GREENLAND	100.00
BANK OF AMERICA	NWEA-CONFERENCE-KARR	100.00
BANK OF AMERICA	NWEA-CONFERENCE-KEMLING	100.00
BANK OF AMERICA	NWEA-FALL CONFERENCE/WICKS	100.00
BANK OF AMERICA	WDEE-LICENSE RENEW-KARR	150.00

BANK OF AMERICA	BOMGAARS-CLEANERS	56.64
BANK OF AMERICA	"AMAZON-FITTING,CLEANER"	50.97
BANK OF AMERICA	"CULLIGN-BOTTLD WATER,RO RENTA	87.00
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	14.96
BANK OF AMERICA	NW ENERGY-NAT GAS/COLLECTIONS	245.38
BANK OF AMERICA	ACE-ADHESIVE#785	9.99
BANK OF AMERICA	MUN PIPE-TV CAMERA REPAIRS	57.66
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	350.37
BANK OF AMERICA	PUMP & P- #785 GENERATOR FUEL	91.96
BANK OF AMERICA	PUMP & P- #785 GENERATOR FUEL	92.72
BANK OF AMERICA	PUMP & P-#785 GENERATOR FUEL	90.15
BANK OF AMERICA	PUMP & P-#785 GENERATOR FUEL	100.62
BANK OF AMERICA	PUMP & PAN- #785GENERATOR FUEL	119.88
BANK OF AMERICA	CINTAS-SUPPLIES/COLLECTIONS	126.04
BANK OF AMERICA	ACE-SUPPLIES	25.52
BANK OF AMERICA	CULLIGAN-BOTTLED WATER	55.00
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	39.01
BANK OF AMERICA	SOUTHERN POW-ELEC LS #25 & #26	219.31
BANK OF AMERICA	NW ENE-NAT GAS/ LS #30/ABBOTT	19.84
BANK OF AMERICA	NW ENERGY-NATURAL GAS/WWTP	2,177.22
BANK OF AMERICA	DIAMOND TRUCK WASH-#756	155.50
BANK OF AMERICA	HANSEN INTERTL-TRUCK PARTS	139.00
BANK OF AMERICA	POMPS TIRE-TIRES #756 TRAILER	1,184.94
BANK OF AMERICA	GRAINGER-SILICONE TUBING	625.07
BANK OF AMERICA	"AMAZON-FITTING,CLEANER"	13.36
BANK OF AMERICA	AMAZON-FASTENERS	41.97
BANK OF AMERICA	AMAZON-PIPE	473.61
BANK OF AMERICA	GI INDEPENDENT- POLYMER ATB	16.50
BANK OF AMERICA	AURORA COOP-DIESEL FUEL	2,277.00
BANK OF AMERICA	"USABLUEBOOK-SLUDGEJUDGE,GRABB	1,130.33
BANK OF AMERICA	AMAZON-BANDSAW	307.97
BANK OF AMERICA	AMAZON-OFFSETS TXN00145326	(24.55)
BANK OF AMERICA	AMAZON-RIVETS	24.55
BANK OF AMERICA	AMAZON-SHOP SUPPLIES	249.89
BANK OF AMERICA	AMAZON-WASH BRUSHES	89.32
BANK OF AMERICA	LOUS GLOVES-NITRILE GLOVES	660.00
BANK OF AMERICA	AMAZON-COTTER PINS	15.19
BANK OF AMERICA	AMAZON-PIPE FITTINGS	33.38
BANK OF AMERICA	AMAZON-SS COUPLING	46.98
BANK OF AMERICA	HYDROVAC SUPPLY-TOOL GRABBER	414.00
BANK OF AMERICA	BOMGAARS-SHIRTS-MAINTENANCE	124.95

BANK OF AMERICA	GI INDEPENDENT- GENERATOR RFP	17.60
BANK OF AMERICA	"CULLIGN-BOTTLD WATER,RO RENTA	483.00
BANK OF AMERICA	BORDER STATES-FUSES	21.84
BANK OF AMERICA	DENNIS SUP-OFFSETS TXN00145666	(31.78)
BANK OF AMERICA	DENNIS SUPPLY-THERMOSTAT	75.23
BANK OF AMERICA	DENNIS SUPPLY-THERMOSTAT	322.38
BANK OF AMERICA	ECHO-LED LIGHTING	324.25
BANK OF AMERICA	ECHO-LED LIGHTING	324.25
BANK OF AMERICA	KELLY SUPPLY-STRAINER BOWL	11.90
BANK OF AMERICA	POWER TECH-GENERATOR REPAIR	2,110.20
BANK OF AMERICA	NE MACHINERY-PARTS	283.10
BANK OF AMERICA	GRAINGER-FIRE HOSE	776.00
BANK OF AMERICA	ACE-LAWN SUPPLIES	52.98
BANK OF AMERICA	GRONES OUTDOOR-CARB KIT	24.05
BANK OF AMERICA	GRONES-BRUSH CUTTER	88.47
BANK OF AMERICA	MENARDS-BLADES	15.94
BANK OF AMERICA	AURORA COOP-UNLEADED FUEL	1,186.50
BANK OF AMERICA	CHEMSEARCH-LS DEGREASER	2,786.45
BANK OF AMERICA	WHITE CAP SUPPLY-GREASE GUN	299.99
BANK OF AMERICA	ACE-SUPPLIES	7.98
BANK OF AMERICA	AURORA COOP-HERBICIDE	90.93
BANK OF AMERICA	ISLAND SUPPLY-SS PLATES	40.00
BANK OF AMERICA	KELLY SUPPLY-FITTINGS	504.09
BANK OF AMERICA	MCMASTER-OFFSETS TXN00144899	(1,092.47)
BANK OF AMERICA	TRAUSCH DYNAMICS-PARTS	3.49
BANK OF AMERICA	USABLUEBOOK-AVOCADO FLOATS	598.18
BANK OF AMERICA	PLATTE VALLEY LABS-TESTING	95.00
BANK OF AMERICA	TEST AMERICA-BIOSOLIDS TESTING	449.00
BANK OF AMERICA	CANVA-DIG CONTENT/SW&FOG PROG	15.00
BANK OF AMERICA	HACH CO-LAB SUPPLIES	190.78
BANK OF AMERICA	HACH CO-LAB SUPPLIES	523.09
BANK OF AMERICA	MIDLAND SCI-LAB SUPPLIES	614.19
BANK OF AMERICA	MIDLAND SCI-LAB SUPPLIES	806.09
BANK OF AMERICA	CANVA-DIG CONTENT/SW&FOG PROG	14.99
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	CDW GOVT-2026 KNOWBE4	14,649.40
BANK OF AMERICA	PVC KEARNEY-supplies	660.00
BANK OF AMERICA	U.S. CELLULAR - June 2026	35.99
BANK OF AMERICA	AMAZON-Credit Bad APC	(92.91)
BANK OF AMERICA	TASC - Admin Fees	8.78
BANK OF AMERICA	ALL STAR AUTO - WINDSHIELD	59.95
BANK OF AMERICA	GARRETT TIRES- REPAIR	412.90
BANK OF AMERICA	GARRETT TIRES- REPAIR	524.27
BANK OF AMERICA	MENARDS - FILTER	14.89
BANK OF AMERICA	ASE - TRAINING STEVE	158.00
BANK OF AMERICA	ACE - BOLT	15.96
BANK OF AMERICA	ACE - BOLTS	3.99

BANK OF AMERICA	ACE - ELECTRICAL SUPPLIES	11.16
BANK OF AMERICA	ACE -BBC CABLE	27.99
BANK OF AMERICA	ARNOLD MOTOR -PARTS & SUPPLIES	1,476.48
BANK OF AMERICA	BGNE - FUEL CLEANER	168.52
BANK OF AMERICA	BOI - OIL	63.54
BANK OF AMERICA	CENTRAL NE BOBCAT - FILTERS	52.95
BANK OF AMERICA	CENTRAL NE BOBCAT - PULLEY	76.30
BANK OF AMERICA	CENTRAL NE BOBCAT-FILTERS	260.43
BANK OF AMERICA	CHEVROLET - FILTER / GASKET	108.75
BANK OF AMERICA	GARRETT TIRES- REPAIR	1,030.97
BANK OF AMERICA	GRAHAM - TIRES	567.84
BANK OF AMERICA	GRAND ISLAND CHEVROLET - FUSE	12.12
BANK OF AMERICA	HANSEN INTERNATIONAL - PARTS	661.39
BANK OF AMERICA	HANSEN INTERNATIONAL - PARTS	2,286.06
BANK OF AMERICA	HARTS AUTO - BREAKS & ROTERS	1,068.00
BANK OF AMERICA	INTERSTATE - BATTARY	236.25
BANK OF AMERICA	MENARDS - PLUG	3.11
BANK OF AMERICA	MURPHY - FILTER	441.60
BANK OF AMERICA	PVC KEARNEY - RADIOS	1,370.00
BANK OF AMERICA	ROCKMOUNT- CUTOFF WHEEL	253.21
BANK OF AMERICA	ROYELLE - FLOOR LINERS	440.00
BANK OF AMERICA	TITAN MACHINERY - Credit	(10.00)
BANK OF AMERICA	TITAN MACHINERY- SENSOR	616.25
BANK OF AMERICA	TRAUSCH DYNAMICS - PARTS	236.44
BANK OF AMERICA	WMJ MARINE - INVERTER	783.95
BANK OF AMERICA	WWW.CARR.COM - OVERCHARGE	(50.62)
BANK OF AMERICA	ZIPS - PARTS	672.32
BANK OF AMERICA	SAFETY KLEEN - SERVICE	438.39
BANK OF AMERICA	BOI - OIL	520.36
BANK OF AMERICA	BOI GRAND ISLAND - OIL	1,243.70
BANK OF AMERICA	BOI GRAND ISLAND - OIL	1,946.84
BAUER WELL DRILLING INC	WATER WELL @ SOLAR FIELD	2,600.00
BIG D ENTERPRISES INC	BATTERIES	401.20
BIG D ENTERPRISES INC	BATTERY	200.60
BIG D ENTERPRISES INC	BATTERY	224.95
BIG D ENTERPRISES INC	CREDIT	(45.00)
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	97,373.35
BLUE CROSS & BLUE SHIELD OF NEBRASKA INC	HEALTH INSURANCE CLAIMS	99,452.58
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	3,915,000.00
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	101,070.60
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	60.79
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	355,000.00
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	54,433.48
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	24.25
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	1,680,000.00
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/INT.	1,235,000.00
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	258,033.02

BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/INT.	370,900.00
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/ INTEREST	114.96
BOKF NATIONAL ASSOCIATION	2020 UTILITY BOND PRINCIPAL/INT.	200.00
BORDER STATES INDUSTRIES INC	TAPE SHIELD KITS	19,716.04
BORDER STATES INDUSTRIES INC	MILWAUKEE TOOLS	4,390.40
BORDER STATES INDUSTRIES INC	GT #1 REPLACEMENT INVERTER	3,091.89
BORDER STATES INDUSTRIES INC	ROCKWELL LOGIX TRAINING	4,300.00
BOSSELMAN ENERGY INC	FUEL	3,251.65
BOSSELMAN ENERGY INC	FUEL	4,007.78
BOSSELMAN ENERGY INC	GASOHOL	18,417.48
BOSSELMAN ENERGY INC	DIESEL	11,867.04
BOSSELMAN ENERGY INC	GASOHOL	0.00
BUCK SALES INC	BURN TILT CONT. - PARTS	(202.14)
BUCK SALES INC	BURN TILT CONT. - PARTS	(73.50)
BUCK SALES INC	BURN TILT CONT. - PARTS	3,950.86
C LAZY B LAND DEVELOPMENT LLC	CELL 4	360,492.84
CAPITAL BUSINESS SYSTEMS, INC	PW PLOTTER	155.53
CAPITAL BUSINESS SYSTEMS, INC	PW PLOTTER	155.53
CAPITAL BUSINESS SYSTEMS, INC	BASE RATE FOR 6/18 - 7/17	71.07
CAPITAL BUSINESS SYSTEMS, INC	QUARTERLY BASE RATE	35.02
CAPITAL BUSINESS SYSTEMS, INC	QUARTERLY CONTRACT	152.80
CAPITAL BUSINESS SYSTEMS, INC	TX-3000 CONTRACT	155.53
CAPITAL BUSINESS SYSTEMS, INC	CANON C5550I	434.82
CAPITAL SANITARY SUPPLY CO, INC	CLEANING SUPPLIES	588.28
CARAHSOFT TECHNOLOGY CORPORATION	DOCUSIGN SOFTWARE	11,786.11
CAREY'S LAWNSCAPE INC	CODE MOWING	150.00
CAREY'S LAWNSCAPE INC	FERTILIZE STREETS & W/YARD	248.00
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	CREDIT	(55.25)
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I. O. CONCESSION SUPPLIES FOR RE-SALE	76.20
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	50.95
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	89.05
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	140.55
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	362.59
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	1,932.70
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	2,050.49
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	2,057.93
CASH-WA DISTRIBUTING COMPANY OF KEARNEY INC	I.O. CONCESSION SUPPLIES FOR RE-SALE	2,396.11
CEI SECURITY & SOUND	REPAIR PEDESTAL/ AMB	1,115.20
CEI SECURITY & SOUND	IMPOUND LOT SE CAMERA	4,220.25
CENTRAL NE HUMANE SOCIETY	ANIMAL CONTROL	25,000.00
CENTRAL NE HUMANE SOCIETY	MONTHLY CHARGES FOR SHELTER AND CARE SERVICES TO T	10,650.00
CENTRAL PLAINS LIBRARY SYSTEM	BUILD A BEST FRIEND PROGRAM	72.00
CENTRAL PLATTE NATURAL RESOURCES DISTRICT	NW FLOOD CONTROL MAINT	1,015.30
CENTRAL PLATTE NATURAL RESOURCES DISTRICT	WR FLOOD CONTROL MAINT	75.76
CENTRAL STATES INDUSTRIAL SUPPLY INC	FIRE WATER PUMP	1,131.17
CENTURYLINK INC	JUNE 13 BILLING GRACE ABBOTT POOL	94.69
CENTURYLINK INC	JUNE 13, 2026 BILLING LINCOLN PARK	94.69

CENTURYLINK INC	JUNE 13, 2026 BILLING PIER PK	94.69
CENTURYLINK INC	JUNE 04 BILLING	51.35
CENTURYLINK INC	PHONE BILL	239.46
CENTURYLINK INC	PHONE	36.35
CHARTER COMMUNICATIONS	CABLE SERVICE	9.61
CHARTER COMMUNICATIONS	CABLE SERVICE	45.10
CHASE PAYMENTECH LLC	CREDIT CARD USER FEE	88.64
CHIEF INDUSTRIES INC	LED LIGHT REPLACEMENT AT THE FIELDHOUSE	7,105.04
CINTAS CORP	FLOOR MATS	47.21
CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	3.14
CINTAS CORP	UNIFORMS	106.67
CINTAS CORP	UNIFORMS	106.67
CINTAS CORP	UNIFORMS	108.03
CINTAS CORP	FLOOR MAT SERVICE	27.74
CINTAS CORP	UNIFORMS	48.79
CINTAS CORP	UNIFORMS	48.79
CINTAS CORPORATION NO 2	RESTOCK FIRST AID	254.67
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	139.91
CITY OF AUBURN	LOST INTERLIBRARY LOAN BOOK	11.00
CITY OF GRAND ISLAND	AUGUST RENT - WEST BUILDING	5,250.00
CITY OF GRAND ISLAND	BUECHLER PLAYGROUND EQUIPMENT DISPOSAL	20.92
CITY OF GRAND ISLAND	BUECHLER PLAYGROUND EQUIPMENT DISPOSAL	30.75
CITY OF GRAND ISLAND	MATTRESS DISPOSAL FROM ASHLEY PARK	10.00
CITY OF GRAND ISLAND	LOT REPAIR	1,054.00
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	66.06
CITY OF GRAND ISLAND-BUILDING DEPT	PERMIT - BUILDING	157.20
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	6,808.60
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	29.12
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	4.71
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	1,647.22
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	5,252.02
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	16,976.54
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	640.72
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	9,663.75
CITY OF GRAND ISLAND-FINANCE DEPT	APR RECEIPTS COLLECTED IN MAY CONESTOGA ADMIN FEE	352.99
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	4.71
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	0.31
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	3.77
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	4,453.20
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	1,741.32
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	3,825.19
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	22.63
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	243.26
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	21.61
CITY OF GRAND ISLAND-FINANCE DEPT	BACKFLOW PREVENTION JUN-26	6,250.00

CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	17.85
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	13,673.64
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	6,280.17
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE INSTALLMENT INSURANCE PREMIUMS & GENERAL LIAB	1,884.05
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	56.99
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	11.31
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 REIMBURSEMENT POSTAGE/ SALES TAX COLLECT	8.49
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP MAY 2026	70.49
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	1,222.78
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	4,433.82
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	549.03
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	3,391.86
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	3,133.05
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	1,054.50
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	1,899.62
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	211.68
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	3,787.24
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	5,792.43
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	690.91
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	5,751.54
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	292.08
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	1,782.07
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	38.05
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	1,689.97
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	11,907.53
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	6,295.80
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	93.57
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	231.63
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	1,426.65
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	4,257.67
CITY OF GRAND ISLAND-UTILITIES	PARKING LOT LIGHTS CONVERTED TO LED	322.37
CITY OF GRAND ISLAND-UTILITIES	S LOCUST WALKWAY	33.12
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	357.60
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	26.04
CITY OF GRAND ISLAND-UTILITIES	UTILITIES BILL	32,989.05
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	2,537.43
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	103.30
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	357.62
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	91.48
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	3,700.33
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	63.93
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	459.89
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	6,138.09
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	81,175.29
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	67.91
CITY OF GRAND ISLAND-UTILITIES	WATER SYSTEM LABOR - JULY	24,082.58
CITY OF GRAND ISLAND-UTILITIES	REPLACE LIGHTS ST WATER DEPT	17,692.04

COMMONSPIRIT HEALTH	PRE-HIRE & POST ACCIDENT SCREENS	45.50
COMMONSPIRIT HEALTH	PRE-HIRE & POST ACCIDENT SCREENS	25.75
COMMONSPIRIT HEALTH	AMB SUP	1,008.33
COMMONSPIRIT HEALTH	BLOOD DRAWS	2,100.00
COMMONSPIRIT HEALTH	PRE-HIRE & POST ACCIDENT SCREENS	128.75
COMMONSPIRIT HEALTH	PRE-HIRE & POST ACCIDENT SCREENS	25.75
CONDY HOLDINGS LLC	LIQUID ORTHO POLY	58,717.58
CONNECTYOURCARE, INC.	HSA ADMIN FEES	1,017.60
CONSOLIDATED WATER SOLUTIONS INC	8 TOTES OF POLYMER	42,319.20
CONTINENTAL FIRE SPRINKLER COMPANY	BACKFLOW PREVENTER TEST	284.49
CREDIT MANAGEMENT SERVICES INC	APRIL 2026 BILLING ON ACCT 27475	800.00
CREDIT MANAGEMENT SERVICES INC	MAY 2026 BILLING ON ACCT 26822	573.32
CREDIT MANAGEMENT SERVICES INC	MAY 2026 BILLING ON ACCT 26822	364.84
CREDIT MANAGEMENT SERVICES INC	MAY 2026 BILLING ON ACCT 26822	364.84
CRESCENT ELECTRIC SUPPLY CO	3" HOLE SEALS	175.66
CROUCH RECREATION INC	BIKE AIR PUMP REPLACEMENT FOR SUCK'S TRAIL	1,196.00
CSG FORTE PAYMENTS, INC.	CREDIT CARD FEES	118.01
CUTTING EDGE CLEANING SERVICE, INC	BLDG CLEANING SERVICE	775.00
D & A TRENCHING	CONDUIT INSTALLATION	2,235.00
DELL MARKETING LP	MONITOR	814.85
DELTA DENTAL OF NEBRASKA	DENTAL ADMIN FEES	2,383.92
DELTA DENTAL OF NEBRASKA	DENTAL INSURACE CLAIMS	8,044.88
DELTA DENTAL OF NEBRASKA	DENTAL INSURACE CLAIMS	15,870.36
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	5,481.85
DELTA DENTAL OF NEBRASKA	DENTAL INSURANCE CLAIMS	9,097.18
DELTA FIRE & SAFETY, INC	BUNKER BOOTS	798.00
DELTA FIRE & SAFETY, INC	BUNKER GEAR	191.17
DELTA FIRE & SAFETY, INC	HARNESS SET	170.00
DENNIS SUPPLY COMPANY	BELT DRIVE BLOWER MOTOR	337.08
DETECTACHEM, INC.	COCAINE TECH POUCH (10 COUNT) SKU: MDD-DCO-AQR-10	216.96
DUTTON-LAINSON COMPANY	ALUMINUM SLEEVES	1,257.75
DUTTON-LAINSON COMPANY	COPPER SLEEVES	1,238.40
EAKES INC	CALENDAR 2027	89.95
ECHO FINANCIAL PRODUCTS, LLC	MUNICIPAL ADVISORY SERVICES	18,750.00
ECOLAB INC	PEST CONTROL	75.46
ECOLAB INC	PEST CONTROL	66.90
ECOLAB INC	PEST CONTROL	187.02
ECOLAB INC	PEST CONTROL - PGS	176.47
ECOLAB INC	PEST CONTROL - WF	161.25
ELSBURY CONSTRUCTION LLC	2021-P-6	167,090.71
EMC INSURANCE CO	WC COSTS FOR MAY	1,092.40
EMC INSURANCE CO	WC COSTS FOR MAY	1,195.21
ERICKSON SULLIVAN ARCHITECTS & ASSOCIATES, LLC	ARCHITECTURAL SERVICES	23,300.00
ESSENTIAL PERSONNEL INC	LITTER PICKERS	799.18
ESSENTIAL PERSONNEL INC	LITTER PICKERS	815.87
ESSINK BROS DRYWALL INC	DRYWALL REPAIR AT THE FIELDHOUSE	5,200.00
EVERGREEN SERVICES GROUP TOPCO, LLC	LIBRARYIQ ANALYTICS SUBSCRIPTION 7/1/26-7/1/27	9,500.00

FARO TECHNOLOGIES, INC.	FOCUS PREMIUM RENEWAL	24,770.00
FARO TECHNOLOGIES, INC.	T3D PREMIUM L KITS FOR THE EXISTING FARO LASER CRI	1,757.69
FATTMERCHANT INC	CC FEES	1,362.88
FATTMERCHANT INC	CC MACHINE FEES	206.00
FATTMERCHANT INC	CC MACHINE FEES	103.00
FELSBURG, HOLT & ULLEVIG INC	WETLAND DELINEATION	2,325.00
FIDELITY SECURITY LIFE INSURANCE COMPANY	JUNE COBRA VISION PREMIUMS	70.54
FIRST DATA CORPORATION	MAY 2026 BILLING CC FEES	772.25
FIRST DATA CORPORATION	MAY 2026 BILLING CC FEES	8,634.56
FIRST DATA CORPORATION	MAY 2026 BILLING CC FEES	491.43
FIRST DATA CORPORATION	MAY 2026 BILLING CC FEES	5,494.73
FIRST DATA CORPORATION	MAY 2026 BILLING CC FEES	491.43
FIRST DATA CORPORATION	MAY 2026 BILLING CC FEES	5,494.72
FIVE POINTS BANK	COPIER LEASE	115.89
FLUID COOLING SYSTEMS LLC	PIONEER PUMP	5,469.19
G I TRAILER	NEW TARP SYSTEM TRL 426	9,702.40
G I TRAILER	TRL 426 REPAIR	3,639.96
G-4 LLC	2026-P-1 PE & TE	2,970.00
G-4 LLC	2026-P-1 PE & TE	4,042.00
G-4 LLC	2026-P-1 PE & TE	6,220.00
GARCIA CHICOINE ENTERPRISES INC	GUARDRAIL REPAIRS	4,560.75
GARY NOLAN	3321 BUFFALO CT SIDEWALK COST SHARE PROGRAM	411.58
GARY SMITH CONSTRUCTION CO INC	ASPHALTIC MATERIAL	6,427.33
GARY SMITH CONSTRUCTION CO INC	TACK OIL	3,000.00
GARY SMITH CONSTRUCTION CO INC	2026-AC-1	185,417.68
GDS ASSOCIATES INC	TRANS. PLANNER SUPPORT	1,455.00
GDS ASSOCIATES INC	NITS SERVICE STUDY	14,832.50
GE STEAM POWER INC	MILL SHAFT	(2,154.79)
GE STEAM POWER INC	MILL SHAFT	(783.56)
GE STEAM POWER INC	MILL SHAFT	42,116.39
GIX LOGISTICS INC	LB840 GIX AI PROMPTING	11,655.00
GIX LOGISTICS INC	LB840 GIX ANP7 SOFTWARE TRAINING	45,000.00
GIX LOGISTICS INC	LB840 GIX CISCO CONFERENCE	3,395.00
GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM	OUTSIDE AGENCY FUNDING	8,750.00
GRAND ISLAND AREA ECONOMIC	ECONOMIC DEVELOPMENT	101,322.00
GRAND ISLAND DISPOSAL INC	PORTA JON RENTAL	125.00
GRAND ISLAND PRINTING COMPANY INC	CHELSEY'S BUSINESS CARDS	74.88
GRAND ISLAND PRINTING COMPANY INC	NAME PLATE	20.01
GRAND ISLAND PRINTING COMPANY INC	NAME PLATE	31.69
GRAND ISLAND PRINTING COMPANY INC	BUS. CARDS - R MENDYK	66.11
GRAND ISLAND PRINTING COMPANY INC	BUS CARDS SCOTT POWELL	90.21
GRAND ISLAND PRINTING COMPANY INC	ENVELOPES	359.05
GRAND ISLAND PRINTING COMPANY INC	BUSINESS CARDS - KERR	64.50
GRAND ISLAND PRINTING COMPANY INC	BUSINESS CARDS	60.00
GRAND ISLAND REGIONAL MEDICAL CENTER	FIRE PRE EMP SCREENS	31.00
GRAND ISLAND REGIONAL MEDICAL CENTER	FIRE PRE EMP SCREENS	186.00
GRAYBAR ELECTRIC COMPANY INC	LED BULBS	558.63

GRAYBAR ELECTRIC COMPANY INC	BREAKAWAY COUPLINGS	7,044.40
GREATER NEBRASKA CITIES	JULY DUES	1,000.00
GREGORY E. DOBESH	CRUSHED CONCRETE	17,354.12
GRID TRAINING CORP	LINEMAN SCHOOL	789.00
GYTC LLC	2026 CHEVY TRAILBLAZER	24,405.00
HALL CO AIRPORT AUTHORITY	FIRE HAZMAT TRAINING	2,000.00
HALL CO AIRPORT AUTHORITY	RENT & INSURANCE	1,542.75
HALL CO AIRPORT AUTHORITY	RENT & INSURANCE	11,625.00
HALL CO COURT	COURT COSTS	736.00
HALL CO WEED CONTROL	GRUB SPARYING ATHLETIC FIELDS	2,935.00
HALL CO WEED CONTROL	GRUB SPARYING ATHLETIC FIELDS	2,935.00
HALL CO WEED CONTROL	ISLAND OASIS GRUB CONTROL	342.03
HALL COUNTY	CO/CITY AGREEMENT	3,264.47
HALL COUNTY	COUNTY I.T. SUPPORT	5,507.08
HAMILTON TELEPHONE COMPANY	INTERNET CHARGES	265.00
HANSEN INTERNATIONAL TRUCK INC	5YD DUMP TRUCK UNIT 227	137,948.81
HARGIS HOUSE WOMANS CLUB	ROOM RESERVATION FOR BEAR FAIR ON 9/19/26	350.00
HD SUPPLY INC	TOILET PAPER	452.96
HD SUPPLY INC	BROWN JERSEY GLOVES	322.56
HD SUPPLY INC	JANITORIAL SUPPLIES	746.44
HDR ENGINEERING INC	TASK 29 CCR GROUND WATER	8,291.86
HEARTLAND TESTING & CONSULTING LLC	ABESTOES REPORT 2915 S NORTH RD	630.00
HERMAN PLUMBING CO INC	BACKFLOW TEST ST 2	180.00
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	124.56
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	245.29
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	245.66
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	294.20
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	306.79
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	343.48
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	388.44
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	419.04
HONEYWELL INTERNATIONAL INC	HVAC SERVICE REPAIR	7,891.43
HONEYWELL INTERNATIONAL INC	HEC HVAC REPLACEMENT	59,850.00
HQWNE, INC.	ANTISCALANT - RO SYSTEM	1,138.43
HUPP ELECTRIC MOTOR INC.	LUBE OIL PUMP MOTOR	(354.78)
HUPP ELECTRIC MOTOR INC.	RO PERMEATE MOTOR	(218.91)
HUPP ELECTRIC MOTOR INC.	LUBE OIL PUMP MOTOR	(129.01)
HUPP ELECTRIC MOTOR INC.	RO PERMEATE MOTOR	(79.61)
HUPP ELECTRIC MOTOR INC.	LUBE OIL PUMP MOTOR	6,934.34
HUPP ELECTRIC MOTOR INC.	RO PERMEATE MOTOR	4,278.77
HUSKER ELECTRIC SUPPLY COMPANY	CONCAST PADS	9,219.20
IIA LIFTING SERVICES, INC.	BUCKET TRUCK INSPECTION	590.00
IIA LIFTING SERVICES, INC.	VEHICLE TESTING	590.00
IIA LIFTING SERVICES, INC.	ANNUAL SAFETY INSPECTION #787 & #724	790.00
INGERSOLL-RAND INDUSTRIAL US INC	AQCS SEAL VALVE	610.51
INGERSOLL-RAND INDUSTRIAL US INC	COMPRESSOR AVC. AGREEMENT	14,191.69
INGRAM LIBRARY SERVICES LLC	BOOKS	873.30

INGRAM LIBRARY SERVICES LLC	BOOKS	7,366.02
INGRAM LIBRARY SERVICES LLC	BOOKS	210.54
INSTRUMART LLC	PHOSPHATE LEVEL TRANSMITTER	1,805.01
IRMA WATT	INTERPRETER	100.00
ISLAND GLASS CO	REPLACE DOOR & REPAIRS	1,425.10
ISLAND INDOOR CLIMATE LLC	AIR CONTROL FOR RADIO ROOM CITY HALL	8,439.00
ISLAND INDOOR CLIMATE LLC	REPAIR AC AT WATER DEPT.	242.00
ISLAND LANDHANDLERS, LLC	GRAVEL	1,011.45
ISLAND LANDHANDLERS, LLC	GRAVEL	1,988.55
ISLAND LANDHANDLERS, LLC	GRAVEL	791.85
ISLAND LANDHANDLERS, LLC	GRAVEL	907.95
ISLAND LANDHANDLERS, LLC	GRAVEL	942.45
ISLAND LANDHANDLERS, LLC	GRAVEL	1,313.85
ISLAND LANDHANDLERS, LLC	GRAVEL	1,630.05
JACKS UNIFORMS AND EQUIPMENT	BADGES	1,167.99
JACKS UNIFORMS AND EQUIPMENT	NAME TAPE	324.00
JACKSON SERVICES INC	SHOP TOWELS, MOPS	73.08
JENSEN ROGERT ASSOCIATES, INC.	LOBBYIST SERVICES	3,000.00
JEO CONSULTING GROUP INC	2023-P-10	6,631.50
JERRY'S TRANSMISSION SERVICE INC	CYLINDER	1,593.28
JERRY'S TRANSMISSION SERVICE INC	VALVE	99.04
JESSICA KARR	JUNE 18, 2026 BAND CONCERT AT GRACE ABBOTT PARK	600.00
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	4,537.87
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	4,846.91
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	5,114.17
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	5,920.81
JIL ASPHALT PAVING CO	ASPHALTIC MATERIALS	5,329.12
JIL ASPHALT PAVING CO	ASPHALTIC MATERIALS	11,466.44
JOSEPH R. CROCKER	LAWN MOWING JUNE	1,140.00
JUSTIN ROEHRICH	TREE REMOVAL	447.34
K9 BED BUG DETECTION OF NEBRASKA LLC	QTRLY BED BUG DETECTION 6/26	600.00
KEARNEY WINLECTRIC CO	LIGHT FIXTURE	752.50
KLLEN GROUP AMERICA, INC.	25KVA TRANSFORMERS	8,382.90
KULWINDER SOHAL	2026-P-1 PE & TE	4,419.00
KULWINDER SOHAL	2026-P-1 PE & TE	7,646.00
KULWINDER SOHAL	2026-P-1 PE & TE	12,935.00
LANDSCAPING SOLUTIONS LLC	EAST SIDE LANDSCAPING AT CITY HALL	470.00
LANDSCAPING SOLUTIONS LLC	SOUTH EAST LANDSCAPING CITY HALL	1,468.05
LEAF IT TO US TREE SERVICE LLC	REMOVING AND DISPOSING OF TREES	1,500.00
LEAF IT TO US TREE SERVICE LLC	REMOVING AND DISPOSING OF TREES	3,650.00
LEE BHM CORP	LEGAL NOTICE	83.60
LEGACY OUTDOOR ADVERTISING, LLC	I.O. ADVERTISING	825.00
LIBERTY MUTUAL INSURANCE COMPANY	WORKERS COMP DEDUCTIBLE	44,020.69
LINCOLN WINWATER WORKS CO	TAPPING SADDLE	479.15
LOGIC, INC.	HISTORIAN TRAINING	1,600.00
LUCINDA RAE PAUSTIAN	BALANCE AND MOBILITY INSTRUCTOR	160.00
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	280.25

LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	433.75
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	433.75
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	472.13
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	647.25
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	740.75
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	1,650.13
LYMAN-RICHEY CORPORATION	CONCRETE	320.02
LYMAN-RICHEY CORPORATION	CONCRETE	947.09
MAGUIRE IRON INC	BURDICK TANK MAINT Q4	(812.12)
MAGUIRE IRON INC	OLSON TANK MAINT Q4	(670.33)
MAGUIRE IRON INC	ROGERS 1 TANK MAINT Q4	(812.52)
MAGUIRE IRON INC	ROGERS 2 TANK MAINT Q4	(199.61)
MAGUIRE IRON INC	BURDICK TANK MAINT Q4	(295.32)
MAGUIRE IRON INC	OLSON TANK MAINT Q4	(243.76)
MAGUIRE IRON INC	ROGERS 1 TANK MAINT Q4	(295.47)
MAGUIRE IRON INC	ROGERS 2 TANK MAINT Q4	(72.59)
MAGUIRE IRON INC	BURDICK TANK MAINT Q4	15,873.29
MAGUIRE IRON INC	OLSON TANK MAINT Q4	13,101.93
MAGUIRE IRON INC	ROGERS 1 TANK MAINT Q4	15,881.16
MAGUIRE IRON INC	ROGERS 2 TANK MAINT Q4	3,901.50
MARIANNE RAPIEN	REPAIR VEHICLE SEATS	975.00
MARION A TARNICK	FLOOR MATS CLEANED	182.48
MARION A TARNICK	FLOOR MATS	115.83
MARVIN PLANNING CONSULTANTS INC	Comprehensive Plan and zoning regulations	700.00
MARVIN PLANNING CONSULTANTS INC	Comprehensive Plan and zoning regulations	1,225.00
MCMASTER-CARR SUPPLY COMPANY	BURDICK I-SHOP TOOLS	1,660.14
MCMASTER-CARR SUPPLY COMPANY	AIR TOOL CONNECTIONS	167.15
MCMASTER-CARR SUPPLY COMPANY	PIPE FITTINGS	710.31
MCMASTER-CARR SUPPLY COMPANY	CONNECTOR	111.43
MECHANICAL DYNAMICS & ANALYSIS LTD	BLADDERS	7,755.43
MELISSA R. GIRARD-LEMONS, DVM, PC	ACO EMERGENCY VET CARE	270.00
MELISSA R. GIRARD-LEMONS, DVM, PC	K9 MEDICINE	78.62
MENARD INC	FLEXTALIC GASKETS	(11.81)
MENARD INC	GASKETS	(26.45)
MENARD INC	GASKETS	(14.81)
MENARD INC	FLEXTALIC GASKETS	(4.29)
MENARD INC	GASKETS	(9.62)
MENARD INC	GASKETS	(5.38)
MENARD INC	FLEXTALIC GASKETS	230.79
MENARD INC	GASKETS	289.39
MENARD INC	GASKETS	516.97
MENARD INC	WRT GASKETS	(30.88)
MENARD INC	WRT GASKETS	(11.23)
MENARD INC	WRT GASKETS	603.60
MESSERSMITH ELECTRIC LLC	BALLASTS	257.02
MESSERSMITH ELECTRIC LLC	REPLACE GLASS LENS	542.05
MESSERSMITH ELECTRIC LLC	SERVICE CALL	641.34

MESSERSMITH ELECTRIC LLC	REPLACED LIGHTS	3,381.00
MICHAEL A RITTER	JUNE JANITORIAL SERVICES	1,306.13
MIDLANDS MECHANICAL INC	AC REPAIR	3,192.50
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	76.00
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	148.10
MIDWEST ALARM SERVICES	SEMI ANNUAL FIRE ALARM INSPECTION	120.00
MIDWEST ALARM SERVICES	TROUBLESHOOT GROUND FAULT	120.00
MIDWEST CLOUD COMPUTING LLC	OFFICE 365	274.46
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	298.53
MIDWEST CLOUD COMPUTING LLC	RMM/ KEEPER LICENSES	812.77
MIDWEST CLOUD COMPUTING LLC	BARRACUDA EMAIL	298.53
MIDWEST RESTAURANT SUPPLY	ICE MACHINE SERVICE	520.69
MIDWEST TAPE LLC	DVD	11.24
MIDWEST TAPE LLC	DVD'S	38.23
MIDWEST TAPE LLC	DVD'S	70.46
MIDWEST TAPE LLC	DVD'S	117.70
MIDWEST TAPE LLC	HOOPLA JUNE 2026	6,990.71
MIRACLE PLAYSYSTEMS III, LLC	PLAYGROUND WALL ENCLOSURE	1,486.64
MPHS, INC.	CO2 DAMPER ASSY.	3,276.60
MRL CRANE SERVICE INC	LIFT RENTAL - GAS LEAK	1,395.35
MYERS CONSTRUCTION INC	LSL-2024-1B	353,647.98
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	(10.73)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	(129.48)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	(514.69)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	(3.91)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	(47.09)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	(187.16)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	549.86
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	9,804.76
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	10,059.85
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	(6.83)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	(82.40)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	(327.53)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	(2.48)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	(29.96)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	(119.11)
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	349.91
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	5,063.39
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	6,401.73
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 MISC	340.60
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 PRINT SERVICE	4,951.04
NATIONAL INFORMATION SOLUTIONS COOPERATIVE INC	MAY 2026 RECURRING	5,955.10
NATIONAL SIGN COMPANY, LLC	TRAFFIC CONTROL SIGNS & CONES	2,531.63
NATIONAL TESTING NETWORK, INC.	NEW HIRE TESTING	665.00
NEBRASKA FIRE SPRINKLER CORPORATION	ANNUAL FIRE SPRINKLER INSPECTION - FIELDHOUSE	435.00
NEBRASKA FIRE SPRINKLER CORPORATION	ISSUES WITH DRY SYSTEM -ALARM	524.00
NEBRASKA FIRE SPRINKLER CORPORATION	REPAIR SPRINKLER LINE	309.00

NEBRASKA MACHINERY CO	824G - A/C REPAIR	462.19
NEBRASKA STATE FIRE MARSHAL	FF II CERT, J. HALE	50.00
NEBRASKA STATE FIRE MARSHAL	FIRE OFFICER I TRN. 10 PPL	500.00
NEBRASKALINK HOLDINGS LLC	INTERNET SERVICE JULY 2026	990.00
NELSEN ENTERPRISES, INC.	I.O. ADVERTISING	700.00
NELSEN ENTERPRISES, INC.	ISLAND OASIS ADVERTISING	700.00
NEMAHA SPORTS CONSTRUCTION LLC	RYDER PARK BASEBALL FIELD IMPROVEMENTS	372,400.00
NEXTERA ENERGY MARKETING LLC	NEXTERA	33,052.68
NEXTERA ENERGY MARKETING LLC	NEXTERA	20,085.17
NIPPON SANSO MATHESON, INC.	BULK HYDROGEN	886.89
NIPPON SANSO MATHESON, INC.	MONTHLY BOTTLE RENTAL	987.14
NIPPON SANSO MATHESON, INC.	MONTHLY BOTTLE RENTAL	361.50
NITRO CONSTRUCTION INC	CRUSHED CONCRETE	898.70
NORTHEAST SHOPPERS LLC	I.O. ADVERTISING	339.00
NORTHWESTERN ENERGY	NATURAL GAS	11.03
NORTHWESTERN ENERGY	NAT GAS ST 1 JULY	86.17
NORTHWESTERN ENERGY	NAT GAS ST 2	21.05
NORTHWESTERN ENERGY	NAT GAS ST 1 JULY	57.44
NORTHWESTERN ENERGY	NAT GAS ST 2	14.03
NORTHWESTERN ENERGY	NATURAL GAS - WEST	57.45
NORTHWESTERN ENERGY	NATURAL GAS	96.84
NORTHWESTERN ENERGY	5/15 TO 6/16/26 SERVICE	7.79
NORTHWESTERN ENERGY	5/15 TO 6/16/26 SERVICE	11.68
NORTHWESTERN ENERGY	5/15 TO 6/16/26 SERVICE	14.93
NORTHWESTERN ENERGY	5/15 TO 6/16/26 SERVICE	16.23
NORTHWESTERN ENERGY	5/15 TO 6/17/26 SERVICE	11.03
NORTHWESTERN ENERGY	5/15 TO 6/16/26 SERVICE	5.19
NORTHWESTERN ENERGY	5/19 TO 6/18/2026 SERVICE	22.08
NORTHWESTERN ENERGY	5/19 TO 6/18/2026 SERVICE	543.19
NORTHWESTERN ENERGY	5/19 TO 6/18/26 SERVICE	128.92
NORTHWESTERN ENERGY	NATURAL GAS 4/29-5/29	17.50
NORTHWESTERN ENERGY	NATURAL GAS 5/1-6/2	17.15
NORTHWESTERN ENERGY	NATURAL GAS 5/1-6/2	20.49
NORTHWESTERN ENERGY	NATURAL GAS 5/1-6/2	21.96
NORTHWESTERN ENERGY	NATURAL GAS 5/1-6/2	37.52
NORTHWESTERN ENERGY	NATURAL GAS	11.03
NORTHWESTERN ENERGY	EMERG GEN GAS	16.54
NORTHWESTERN ENERGY	STORAGE BLDG. GAS	37.66
NORTHWESTERN ENERGY	NATURAL GAS 5/1-6/2	37.69
NOVASPECT INC	CV - 146	594.43
NOVASPECT INC	CV-146 PARTS	1,275.45
NOVASPECT INC	CV-239 PARTS	3,669.01
NOVASPECT INC	SEAT RING	340.75
OHARA PLUMBING CO INC	SINK DRAIN LEAK ISSUE	103.20
OHIO LUMEX CO INC	MERCURY TRAP ANALYSIS	210.00
OHIO LUMEX CO INC	MERCURY TRAP ANALYSIS	488.48
OLSSON INC	2023-P-12	538.39

OLSSON INC	2026-TS-1	13,310.81
OLSSON INC	2024-2028 FDA MONITORING	5,348.50
OLSSON INC	2025-S-6	20,932.82
ONE CALL CONCEPTS INC	LOCATES	168.07
ONE CALL CONCEPTS INC	LOCATES	168.08
ONE CALL CONCEPTS INC	LOCATES	168.07
ONE CALL CONCEPTS INC	LOCATES	168.07
ONE CALL CONCEPTS INC	LOCATES	168.07
OVERDRIVE INC	OVERDRIVE CONTENT DEPOSIT	2,000.00
PACE ANALYTICAL SERVICES LLC	PFA'S WATER TESTING	1,613.00
PAPER TIGER, INC.	SHREDDING SERVICE	246.90
PATRICIA SOLANO	JUNE 2026 CLEANING	1,612.50
PEABODY COALSALES LLC	BTU CCAGI008 & 009	2,022.05
PEABODY COALSALES LLC	COAL CCAGI008-009	273,970.56
PEABODY COALSALES LLC	DUST TOP CCAGI008-009	3,012.90
PETE LIEN & SONS INC	PEBBLE LIME	6,373.66
PETE LIEN & SONS INC	PEBBLE LIME	6,373.66
PETE LIEN & SONS INC	PEBBLE LIME	7,409.78
PETE LIEN & SONS INC	PEBBLE LIME	7,428.07
PETE LIEN & SONS INC	PEBBLE LIME	7,433.32
PETE LIEN & SONS INC	PEBBLE LIME	7,443.79
PETE LIEN & SONS INC	PEBBLE LIME	7,459.48
PETE LIEN & SONS INC	PEBBLE LIME	8,241.81
PLATTE VALLEY COMMUNICATIONS INC	PORTABLE RADIOS	6,321.00
PREMIER LAWN & SNOW LLC	JUNE 2026 MOWING	516.00
PROCESS EQUIPMENT, INC.	BOOSTER FAN	(485.18)
PROCESS EQUIPMENT, INC.	BOOSTER FAN	(443.75)
PROCESS EQUIPMENT, INC.	BOOSTER FAN	(176.43)
PROCESS EQUIPMENT, INC.	BOOSTER FAN	(161.37)
PROCESS EQUIPMENT, INC.	BOOSTER FAN	8,673.34
PROCESS EQUIPMENT, INC.	BOOSTER FAN	9,483.08
PUBLIC POWER GENERATION AGENCY	MAY 2026 FUEL & O&M BILLING	352,241.59
QUALITY SIGNS & DESIGNS INC	VEHICLE DECALS	161.25
QUALITY SIGNS & DESIGNS INC	VINYL DECALS	268.75
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	87.16
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	208.98
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	275.00
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	1,016.00
REFUND CUSTOMERS	UNABLE TO ID ACCOUNT TO WHICH THIS PAYMENT BELONGS	50.00
REFUND CUSTOMERS	NEW STUDENT CREIGHTON U	34.99
REFUND CUSTOMERS	INCORRECT PERMIT-VOID ROW26-000216	30.00
REFUND CUSTOMERS	VOID OPM26-000071 DUPLICATE OF OPM26-000061	30.00
REFUND CUSTOMERS	VOID ROW26-000226-REPLACED BY SSS26-000072	30.00
REFUND CUSTOMERS	VOID ROW26-000236-REPLACED BY SSS26-000122	30.00
REFUND CUSTOMERS	OPM26-000055 REFUND 9' OF MILLING FOR ADA CURB RAM	108.00
REFUND CUSTOMERS	CLOSE SOLID WASTE ACCOUNT AT CUSTOMER REQUEST	250.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	74.50

REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	125.37
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	152.61
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	527.63
REFUND CUSTOMERS	UTILITY EASEMENT	1.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	1,424.41
RICH BEACH INC	I.O. ADVERTISING	80.00
RICK S JOHNSON	200SQ SOD	70.35
RMB CONSULTING & RESEARCH INC	TECH SUPPORT ECMPS	4,606.00
RMV CONSTRUCTION, LLC	2025-SWTS-1	394,824.02
ROADBUILDERS MACHINERY & SUPPLY CO., INC.	FINN MULCH	990.00
ROBERT A DETWEILER	SHARPEN 3 CHAINS & 5 LOPPERS	58.00
ROBERT A DETWEILER	SHARPEN CHAINS	105.08
ROBERT A DETWEILER	SHARPEN CHAINS	162.86
RUHRPUMPEN INC	EMERGENCY PROCUREMENT - CIRE WTR PUMP	(9,323.05)
RUHRPUMPEN INC	EMERGENCY PROCUREMENT - CIRE WTR PUMP	(3,390.20)
RUHRPUMPEN INC	EMERGENCY PROCUREMENT - CIRE WTR PUMP	182,223.25
RURAL COMPREHENSIVE CARE NETWORK OF NEBRASKA	FIT TESTING - 12 EMPLOYEES	987.00
RYAN LOGUE	ANNUAL BACKFLOW TEST	225.00
SANDHILLS TRUCK COMPANY INC.	BLOWER	168.24
SCHEELE-KAYTON CONSTRUCTION, LLC	ISLAND OASIS WATER PARK IMPROVEMENT #9	595,231.56
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	PROGRAM MANAGEMENT	250.00
SID DILLON WAHOO INC	UNIT 210 2026 CHEVY	77,933.00
SOS PORTABLE TOILETS INC	BURDICK PORT. TOILET	105.35
SOS PORTABLE TOILETS INC	PGS PORTABLE TOILET	1,234.81
SOUTHERN PUBLIC POWER DISTRICT	HUSKER HWY/ MONITOR 4/20 - 5/20	68.50
SOUTHERN PUBLIC POWER DISTRICT	HWY 281 LIGHTS 4/20 - 5/20	242.38
SOUTHERN PUBLIC POWER DISTRICT	TRANSFER STATION ELECTRICAL SERVICE	11,051.66
STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS INC	TS OPS & FACILITY IMPRV	12,116.97
TERRY L. VOLKMANN	GRIS RISK ASSESSMENT	7,275.00
THE DIAMOND ENGINEERING COMPANY	2023-P-10	188,561.97
THE DIAMOND ENGINEERING COMPANY	2023-P-10	52,994.40
THE DIAMOND ENGINEERING COMPANY	CONCRETE REPAIRS	52,177.05
THE DIAMOND ENGINEERING COMPANY	SS REPAIR 4TH AND LOCUST	36,587.30
THE RETROFIT COMPANIES INC	DISPOSAL OF BATTERIES	769.75
THE WALDINGER CORPORATION	CHILLER REPAIR	1,777.81
THE WALDINGER CORPORATION	REPAIR LEAK - CHILLER	917.50
TIM MOHANNA	JUNE 25, 2026 BAND CONCERT AT BUECHLER PARK	600.00
TITAN MACHINERY INC	PARTS FOR CLAY SPRAYER	30.00
ULINE INC	ASSEMBLED CABINET	764.40
ULINE INC	CABINET DOLLY	240.92
ULINE INC	CABINETS	861.15
UNION PACIFIC RAILROAD COMPANY	TRAIN CCAGI008	301,066.32
UNION PACIFIC RAILROAD COMPANY	TRAIN CCAGI009	307,962.51
UNITED CONVEYOR CORPORATION	E-ROW EXPANSION JOINT	3,418.70
UNITED CONVEYOR CORPORATION	FLY ASH PIPING	2,599.86
VERIZON WIRELESS	CELL PHONE	12.69
VERMEER EQUIPMENT OF NEBRASKA INC	HOSE REEL SWIVEL	107.80

VESTIS GROUP, INC	JANITORIAL SUPPLIES	72.26
VESTIS GROUP, INC	JANITORIAL SUPPLIES	24.09
VESTIS GROUP, INC	RUGS & SHOP RAGS	641.76
VESTIS GROUP, INC	UNIFORMS	18.25
VESTIS GROUP, INC	UNIFORMS	18.25
WAITE & MCWHA LAW FIRM	CIVIL SERVICE HEARING OFFICER - APRIL 2026	7,143.15
WAM INC	LOADER EXTENSION RENTAL	833.34
WAM INC	LOADER EXTENSION RENTAL	833.34
WATER ENGINEERING INC	COOLING TOWER CHEMICALS	22,357.31
WATER REMEDIATION TECHNOLOGY LLC	URANIUM WATER TREAT - JULY	93,923.36
WATTS REGULATOR COMPANY	BACKFLOW DATABASE	1,294.84
WESCO DISTRIBUTION INC	HUSKIE TOOL	5,062.23
WESCO DISTRIBUTION INC	FLAGSHOOTERS	698.75
WESCO DISTRIBUTION INC	HUSKIE TOOLS	8,011.44
WEST PUBLISHING CORPORATION	LAW LIBRARY	1,098.00
WESTERN AREA POWER ADMINSTRATION	WAPA - JUNE 2026	125,741.40
WESTERN FUELS ASSOCIATION INC	FUEL SERVICE FEE - JULY	1,250.00
WINSUPPLY OF GRAND ISLAND	TAPPING SADDLE	138.54
WINSUPPLY OF GRAND ISLAND	PLUMBING FITTINGS	616.31
WOODSONIA HWY 281 LLC	APR RECEIPTS COLLECTED IN MAY CONESTOGA	70,245.99
ZORO TOOLS INC	GAS DETECTOR	610.56
ZORO TOOLS INC	GAS DETECTOR SUPPLIES	215.37
ZORO TOOLS INC	VALVE & GASKET	254.76
ZORO TOOLS INC	ELECTRICAL TOOLS	230.51
ZORO TOOLS INC	LED LIGHTS	107.49
ZORO TOOLS INC	RELAYS FOR AIR DRYERS	124.42
	TOTAL	$ 15,025,113.47

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.e.

Subject: Approving Appointments of Jerry Janulewicz and Tonja Brown to the Civil Service Commission

Staff Contact: Mayor Roger G. Steele

BACKGROUND: Jerry Janulewicz and Tonja Brown have expressed their willingness to be appointed to the Civil Service Commission.

DISCUSSION: Jerry Janulewicz and Tonja Brown have expressed their willingness to be appointed to the Civil Service Commission for a six year term. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. The appointment would become effective immediately upon approval by City Council and would expire on June 1, 2032.

FISCAL IMPACT: N/A

ALTERNATIVES: It appears that the Council has the following alternatives concerning the issue at hand. The Council may:
Move to approve
Refer the issue to a Committee
Postpone the issue to a future date
Take no action on the issue

RECOMMENDATION: City Administration recommends approval.

SAMPLE MOTION: Move to approve Jerry Janulewicz and Tonja Brown to the Civil Service Commission for a six year term effective immediately upon approval by City Council and would expire on June 1, 2032.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.f.

Subject: #2026-178 - Approving Preliminary Engineering Services Agreement with Olsson, Inc. for US 281 Intersections in Grand Island

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

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BACKGROUND: On October 14, 2025, via Resolution No. 2025-341, City Council approved a Program Agreement with the Nebraska Department of Transportation (NDOT) for safety modification to six (6) intersections (listed below) along US Highway 281 within City limits. Such agreement provides for Federal funding at a maximum of 80% of the eligible participating costs, and the City share being the remaining 20% of the eligible participating costs. The City will also be responsible for all other nonparticipating or ineligible costs of the project.

- Stolley Park Road
- US Highway 30 (WB ramp)
- Old Potash Highway
- Faidley Avenue
- 13th Street
- State Street

Proposed modifications at each of the six (6) intersections include roadway widening for offset left turn lanes and right turn lanes, with pavement reconstruction approximately 1/8 mile north and south of the intersections. Side street reconstruction is anticipated to be minor, with grading and drainage accommodated as needed. Curb ramps will also be reconstructed to meet current American Disability Act (ADA) standards.

The total cost of work within City limits is currently estimated to be $5,597,600.00 with the City's share at $1,119,520.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The agreement is attached for further review.

DISCUSSION: Olsson, Inc. of Lincoln, Nebraska has been selected to perform Preliminary Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOT for these services, their experience with Federal-aid Transportation projects, and their

familiarity with the US Highway 281 corridor. Public Works Engineering staff reviewed and concur with the scope and fee negotiated by NDOT.

Olsson, Inc. will be paid actuals costs, for an amount not to exceed $103,546.35.

FISCAL IMPACT: Funds will be paid out of 21000001-1100-40070.

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: City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. PE Agreement
2. Resolution

Task Order Agreement No.	BK2639
Master Agreement No.	BK2477
Effective (NTP) Date	
Task Order Amount	CPFF $103,546.35

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

LPA PROJECTS

CITY OF GRAND ISLAND
OLSSON, INC.
PROJECT NO. HSIP-40(71)
CONTROL NO. 43061
US-281-INTERSECTION IN GRAND ISLAND
PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT is between City of Grand Island ("LPA") and Olsson, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2477 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. HSIP-40(71) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project \Manager

Firm Name	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200, Lincoln, NE 68508
Project Manager's Name	Mike Rief
Project Manager's Phone	308-390-6278

1.2 State Project Coordinator

Name	Taylor Moore
Phone Number	402-479-3845

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 State will issue Consultant a written Notice to Proceed after execution of this Task Order. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf. will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by January 31, 2030. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

3.1 *Effective Date* -- This Task Order is effective when executed by the Parties.

3.2 *Expiration Date* -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

3.3 *Duration of this Task Order* – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed this Task Order.

3.5 *Termination or Suspension* – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for project HSIP-40(71), in Grand Island, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.

4.2 Exhibits "A" and "B" are the result of the following process:

4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project

4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document

4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.

4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services.

Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant 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. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at http://dot.nebraska.gov/media/2802/dr289.pdf.

b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

7.1 Consultant's fee proposal is attached as Exhibit "B", and incorporated herein by this reference.

7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
c. Funding priorities of LPA, or State on LPA's behalf, have changed
d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
h. Consultant fails to meet the standard of care applicable to the Services
i. Consultant fails to meet the performance requirements of this Task Order
j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

8.2 Suspension

a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Preliminary Engineering for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 26 day of MAY, 2026.

OLSSON, INC.
Aaron Keller

Senior Team Leader

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 26 day of May, 2026.

DELORES M PFLUEGER
General Notary - State of Nebraska
My Commission Expires Oct 31, 2028

Notary Public

EXECUTED by the City of Grand Island this _____ day of _____, 20____.

CITY OF GRAND ISLAND
Roger Steele

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
deral Funding Eligibility:

Date

EXHIBIT "A"

Scope of Services
For
Scoping Preliminary Engineering Services
Project Name: US-281 Intersections in Grand Island
Project No.: HSIP-40(71)
CN: 43061

Description of Services

This scope of services is for preparing the Local Public Agency (LPA) Project Programming Request, review the project description, purpose, and project details from the Scoping NEPA Services phase of the project, NDOT Form 530, completing form NDOT-76, Project Coordination Meeting (PCM) 0, Site Visit, and developing a scope of services for Preliminary Engineering (PE) services.

NDOT to provide:

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "The Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A copy of the "Principal Controlling Design Criteria, NDOT Form 76"
- A draft copy of the Scope of Services for PE (Word doc).
- A draft copy of the Scope of Services, Workbook for PE (Excel file).
- A copy of the Project Coordination Meeting 0 Document.

The NDOT form 530 prepared by the Consultant and approved by signatures of NDOT form 530 in addition to the completed NDOT form 76 and PCM 0 will be used by the Consultant to develop the current version of the Scope of Services and Workbook for PE design. The SOS will address the needs of the proposed improvements as detailed in the NDOT Form 530 and NDOT Form 76. The goal of developing a project specific SOS is to identify the design tasks needed to produce a complete and accurate set of construction documents.

Development of the SOS for PE services is a phased process starting with the PCM 0 followed by a site visit. After the site visit the PE Consultant will complete the NDOT Form 76 and will work with the NEPA Consultant in preparing the NDOT Form 530 for review and approval by NDOT. After approval of the NDOT Form 530~~,~~ NDOT Staff will prepare the Probable Class of NEPA Action NDOT Form 53. The NEPA Consultant will develop the SOS and fee proposal based on the Probable Class of NEPA Action, NDOT Form 53 prepared and approved by NDOT.

Survey

1. **Preliminary Field Survey.** The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections, and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in AutoCAD Civil 3D format~~in MicroStation *dgn. Format~~. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 150 feet on each side of the existing centerline or to corners of structures on tracts and must include enough information to build the proposed typical cross-section and show the limits of construction. The survey limits will be at the intersections of:
   a. US-281 & W Stolley Park Road
   b. US-281 & US-30 Westbound Ramps
   c. US-281 & Old Potash Hwy
   d. US-281 & W Faidley Avenue
   e. US-281 & W 13th Street

   Survey will extend 750 feet along US-281 both north and south of the listed intersections above. Survey will also extend 250 feet east and west at the intersections listed above.

2. **Digital Terrain Model.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

3. **Base Map Preparation.** Consultant will create the base maps using the topographic survey data.

4. **Horizontal and Vertical Control.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.
   a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to ~~Nebraska State Plane Coordinate system~~ Hall County Low Distortion Projection (LDP) system.

b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

5. Section/Property Corners. The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

6. Existing Utilities. The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.

7. Note Reduction/Preliminary Plotting. This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.

Schedule:

Anticipated Notice to Proceed (NTP) with developing scope of PE services.	4/13/26
Attend PCM 0	4/30/26
Attend Site Visit.	5/1/26
Submit LPA, Project Programming Request Form 530 and Principal Controlling Design Criteria Form 76 to NDOT for approval.	5/1/26
NDOT Approves Project Programming Request Form 530	
PE Consultant prepares SOS and Workbook.	5/15/26
NDOT Approves Probable Class of NEPA Action NDOT Form 53.	
NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53.	
NTP with PE services.	6/29/26
NTP with NEPA services.	

The NDOT Project Coordinator (PC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from the following to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.
NDOT, LPA, PC/RC.
NDOT, LPA, Right of Way Coordinator.
NDOT, Bridge Division Representative.
NDOT, Environmental Coordinator
NDOT, Section 106 Cultural Resource Coordinator
NDOT District, Environmental Superteam Member
NDOT District, Design Superteam Member
LPA, Project Liaison (PL)
PE, Consultant
NEPA, Consultant
Representatives from known utilities, Public and Private.

Examples of Items to be considered during the development of the scope of services are the Bridge Type (Slab, Reinforced Concrete, and Steel Girder), Construction Phasing/Detour Route/Temporary Roads, Utility Coordination/Verification, encroachments in the existing ROW, Geotechnical investigations, constructability, Delivery Schedule, etc.

Task:

Development of Scope of Services for PE

1. Project Management
2. Prepare NDOT Form 530.
3. Develop the Scope of services and corresponding workbook for PE
4. Develop a schedule of professional services from Notice to Proceed to PS&E turn in of the project

Site Visit

1. Attend a site visit
2. Travel

Survey

1. Complete Preliminary Field Survey
2. Develop a Digital Terrain Model
3. Develop a project Base Map
4. Establish Control Points
5. Survey Section/Property Corners
6. Survey Existing Utilities from One-Call utility locate tickets
7. Place Station/Offset notes on topographic items

Special instructions:

Initially task in the scope of services (Word document) that do not apply to this project are to be stricken through and later deleted after review and approval by the PC. Task in the workbook (Excel file) that do not apply to this project will not show any hours and will later be hidden after the review and approval by the PC. Tasks are to be hidden rather than to be deleted as to not corrupt the Excel file.

Fee for PE for Scoping

Consultant Estimate of Hours

Project Name:	US-281 Intersections in Grand Island
Project Number:	HSIP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Matt Rief
Phone/Email:	308-390-6278/mrief@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263 timg@grand-island.com
NDOT RC:	Taylor Moore
Phone/Email:	402-479-3845 Taylor.Moore@nebraska.gov
Date:	April 30, 2026

	TASKS	PERSONNEL CLASSIFICATIONS**										
		PR	RLS		PM	SENG	ENG	SDES	ADM	SPC	SUR	TECH	Total
	Development of Scope of Services for PE				40	38		14					92
1	Project Management				6	4							10
2	Prepare NDOT Form 530				4	2							6
3	Complete NDOT Form 76				2	2		2					6
4	Data Collection and Review				4	4		4					12
5	Scope of services and corresponding workbook for PE				16	16		4					36
6	Develop a schedule				4	2							6
7	PCM 0				4	8		4					16
	Site Visit		3		3	2		3		13	13		37
1	Site visit				2			2					4
2	Travel From Travel Calcs. Tab		3		1	2		1		13	13		33
	Survey		48							240	240	180	708
1	Preliminary Field Survey		16							150	150		316
2	Digital Terrain Model		2									40	42
3	Base Map Preparation		2									40	42
4	Horizontal and Vertical Control		4							10	10		24
5	Section/Property Corners		8							40	40	40	128
6	Existing Utilities		8							40	40	20	108
7	Note Reduction/Preliminary Plotting		8									40	48
	Total Hours		51		43	40		17		253	253	180	837
	Total Days (8 hrs)		6.4		5.4	5.0		2.1		31.6	31.6	22.5	104.6

CLASSIFICATIONS*:

PR	=	Principal	PM	=	Project Manager	SPC	Survey Party Chief
RLS	=	Registered Land Surveyor	ENG	=	Engineer	SUR	Surveyor I
ENV	=	Environmental Scientist	SDES	=	Senior Designer/Technician	TECH	Technician
ADM	=	Administrative	SENG	=	Senior Engineer		

** For Project Manager, use one of the technical classifications*

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the*

Travel Calculations & Notes

Project Name: US-281 Intersections in Grand Island
Project Number: HSIP-40(71)
Control Number: 43061
Date: 30-Apr-26

						Travel Summary	
Starting Location:		Grand island	Lincoln				
Ending Location:		Grand Island	Grand Island				
Roundtrip distance to/from (miles):		10	100			**Miles**	**Hours**
Roundtrip travel time (minutes):		30.00	100.00				
# of Roundtrips/Staff -->	PR					0	0.0
-->	RLS	6				60	3.0
-->	0.00%					0	0.0
-->	PM	1				10	0.5
-->	SENG		1			100	1.7
-->	ENG					0	0.0
-->	SDES	1				10	0.5
-->	ADM					0	0.0
-->	SPC	26				260	13.0
-->	SUR	26				260	13.0
-->	TECH					0	0.0
					Total:	**700**	**31.7**

Notes & Assumptions

Exhibit "B"

SOS for PE for Scoping
Labor Rates

Project Name:	US-281 Intersections in Grand Island
Project Number:	HSIP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Matt Rief
Phone/Email:	308-390-6278/mrief@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263 timg@grand-island.com
NDOT RC:	Taylor Moore
Phone/Email:	402-479-3845 Taylor.Moore@nebraska.gov
Date:	4/30/2026

Labor Costs:		**Hours**	**Blended Rate**	**Amount**
Code	**Classification Title**			
PR	Principal			
RLS	Registered Land Suveyor	51	$71.64	$3,653.64
PM	Project Manager	43	$89.90	$3,865.70
SENG	Senior Engineer	40	$68.56	$2,742.40
ENG	Engineer			
SDES	Senior Designer	17	$52.40	$890.80
ADM	Administrative			
SPC	Survey Party Chief	253	$37.00	$9,361.00
SUR	Surveyor I	253	$28.75	$7,273.75
TECH	Technician	180	$32.25	$5,805.00
TOTALS		**837**		**$33,592.29**

Overhead Rate: 174.34% **Fixed Fee:** 11.40%

FCCM (if applicable) 0.97%

CLASSIFICATIONS:

PR	=	Principal	PM	=	Project Manager	SPC	Survey Party Chief
RLS	=	Registered Land Suveyor	ENG	=	Engineer	SUR	Surveyor I
ENV	=	Environmental Scientist	SDES	=	Senior Designer	TECH	Technician
ADM	=	Administrative	DES	=	Designer/Technician		

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION[1]	SALARY RATE	% ASSIGNED[2]
Principal			
		Blended Rate:	
Registered Land Suveyor			
Jai Andrest	Senior Team Leader, Survey	$80.77	50.00%
Jesse Hurt	Group Leader, Survey	$62.50	50.00%
		Blended Rate:	$71.64
		Blended Rate:	
Project Manager			
Matt Rief	Senior Team Leader, PM	$89.90	100.00%
		Blended Rate:	$89.90
Senior Engineer			
Patrick Lusk	Group Leader, QAQC	$65.87	80.00%
Shane King	Project Manager, Traffic	$79.33	20.00%
		Blended Rate:	$68.56
Engineer			
		Blended Rate:	
Senior Designer			
Zack Loomis	Design Technical Manager	$52.40	100.00%

			Blended Rate:	$52.40
Administrative				
			Blended Rate:	
Survey Party Chief				
	Jaden Hurt	Surveyor	$37.00	100.00%
			Blended Rate:	$37.00
Surveyor I				
	Steve Schmitt	Associate Surveyor	$28.75	100.00%
			Blended Rate:	$28.75
Technician				
	Juanita Jimenez	Senior Technician	$32.25	100.00%
			Blended Rate:	$32.25

[1] *Input actual employee classification as designated by firm.*

[2] *Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".*

SOS for PE for Scoping

Direct Expenses

Project Name:	US-281 Intersections in Grand Island
Project Number:	HSIP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Matt Rief
Phone/Email:	308-390-6278/mrief@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263 timg@grand-island.com
NDOT RC:	Taylor Moore
Phone/Email:	402-479-3845 Taylor.Moore@nebraska.gov
Date:	4/30/2026

Subconsultants:	**Quantity**	**Unit Cost**	**Amount**
		Subtotal	

Printing and Reproduction:	**Quantity**	**Unit Cost**	**Amount**
Exhibits	100	$0.50	$50.00
		Subtotal	$50.00

Mileage/Travel:	**Quantity**	**Unit Cost**	**Amount**
Vehicle Travel Expenses	700	$0.725	$507.50
		Subtotal	$507.50

Lodging/Meals:	**Quantity**	**Unit Cost**	**Amount**
		Subtotal	

Other Miscellaneous Costs:	**Quantity**	**Unit Cost**	**Amount**
Misc. Survey costs			
		Subtotal	
TOTAL DIRECT EXPENSES			**$557.50**

Per Diem Rates: http://www.gsa.gov/portal/category/104711
Mileage Rates: http://www.gsa.gov/portal/category/104715

2011 Standard Rates*	
Type	**Rate**
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts

	Statewide	**Omaha/Douglas County**
Breakfast		
Lunch		
Dinner		
Incidentals		
Totals		

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

SOS for PE for Scoping

Project Cost

Project Name:	US-281 Intersections in Grand Island
Project Number:	**HSIP-40(71)**
Control Number:	**43061**
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Matt Rief
Phone/Email:	308-390-6278/mrief@olsson.com
LPA Responsible Charge:	Tim Golka
Phone/Email:	308-389-0263 timg@grand-island.com
NDOT Project Coordinator:	Taylor Moore
Phone/Email:	402-479-3845 Taylor.Moore@nebraska.gov
Date:	April 30, 2026

Direct Labor Costs: **Personnel Classification**	**Hours**	**Rate**	**Amount**
Principal			
Registered Land Suveyor	51	$71.64	$3,653.64
Project Manager	43	$89.90	$3,865.70
Senior Engineer	40	$68.56	$2,742.40
Engineer			
Senior Designer	17	$52.40	$890.80
Administrative			
Survey Party Chief	253	$37.00	$9,361.00
Surveyor I	253	$28.75	$7,273.75
Technician	180	$32.25	$5,805.00
TOTALS	**837**		**$33,592.29**

Direct Expenses:	**Amount**
Subconsultants	
Printing and Reproduction Costs	$50.00
Mileage/Travel	$507.50
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	**$557.50**

Total Project Costs:			**Amount**
Direct Labor Costs			$33,592.29
Overhead @	174.34%		$58,564.80
Total Labor Costs			$92,157.09
Fixed Fee @	11.40%		$10,505.91
Facility Capital Cost of Money (FCCM) @	0.97%	(direct labor cost x FCCM%)	$325.85
Direct Expenses			$557.50
PROJECT COST			**$103,546.35**

Exhibit "B"

SOS for PE for Scoping
Assumptions - Notes

Project Name:	US-281 Intersections in Grand Island
Project Number:	HSIP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Matt Rief
Phone/Email:	308-390-6278/mrief@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263 timg@grand-island.com
NDOT RC:	Taylor Moore
Phone/Email:	402-479-3845 Taylor.Moore@nebraska.gov
Date:	April 30, 2026

Assumptions and Notes
Assume City to provide flashing panel truck for safety while shooting topo on Highway 281 pavement.
Since this project is tying into current improvements under design for the City, the survey will be completed in AutoCAD Civil 3D and in LDP coordinate system.
Part of the scoping discussion will be if the files need to be converted to Microstation format in the end for NDOT.

Exhibit "B"

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
$ 33,592.29	for actual direct labor costs
$ 59,448.15	for indirect costs and direct expenses
$ 10,505.91	for a fixed fee for profit
$ 103,546.35	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

   The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent

provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
   (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

(b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:

(i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or

(ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

(c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.

(a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.

(b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

(i) Meals included in a conference or event fee

(ii) Meals provided by lodging facility

(iii) Meals purchased by 3rd Party

(iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

(i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.

(ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

(i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

(ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.

(iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.

(1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.

(2) Lunch – No reimbursement is allowed.

(3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.

(4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.

(5) The time limitations set forth above do not include the time taken for the meal.

(iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL
No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.40%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.

B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost plus fixed fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable

costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

(a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

(b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.

(c) Direct non-labor expenses:

(i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.

(ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.

(iii) All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

(d) Time Records, as outlined in paragraph 4.A.2).

(e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report, containing both the Narrative and Task Summary, must accompany the invoice package documenting Consultant's work during the service period. Progress Report templates are available on the State's website at https://dot.nebraska.gov/business-center/consultant/invoices/ . If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
   (a) A description of the Services completed for the service period to substantiate the invoiced amount.
   (b) A description of the Services anticipated for the next service period
   (c) A list of information Consultant needs from LPA, or State on LPA's behalf
   (d) Percent of Services completed to date

   NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.

B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead

Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.

B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice **(separate from final costs incurred invoice).** Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of

Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

1) A description of the out-of-scope services,
2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on

LPA's behalf, LPA or State must determine that the situation meets the following criteria:

(a) The out-of-scope services are not within the original Scope of Services and additional work effort is required;

(b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and

(c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement using the process set out below:

1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse

State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2639

City of Grand Island

Resolution No. _____

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Grand Island and Olsson, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of City of Grand Island that:

Roger Steele, Mayor of City of Grand Island, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of Grand Island, Nebraska and Olsson, Inc.

NDOT Project Number: HSIP-40(71)

NDOT Control Number: 43061

NDOT Project Description: US-281 Intersection in Grand Island

Adopted this _____ day of _____, 20____ at _____Nebraska.
(Month)

The City Council of City of Grand Island, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "D"

RESOLUTION

SIGNING OF PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2639

City of Grand Island

Resolution No. _____

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Grand Island and Olsson, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

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(Month)

The City Council of City of Grand Island, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "D"

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.g.

Subject: #2026-179 - Approving Environmental Services Agreement with Olsson, Inc. for US 281 Intersections in Grand Island

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

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BACKGROUND: On October 14, 2025, via Resolution No. 2025-341, City Council approved a Program Agreement with the Nebraska Department of Transportation (NDOT) for safety modification to six (6) intersections (listed below) along US Highway 281 within City limits. Such agreement provides for Federal funding at a maximum of 80% of the eligible participating costs, and the City share being the remaining 20% of the eligible participating costs. The City will also be responsible for all other nonparticipating or ineligible costs of the project.

- Stolley Park Road
- US Highway 30 (WB ramp)
- Old Potash Highway
- Faidley Avenue
- 13th Street
- State Street

Proposed modifications at each of the six (6) intersections include roadway widening for offset left turn lanes and right turn lanes, with pavement reconstruction approximately 1/8 mile north and south of the intersections. Side street reconstruction is anticipated to be minor, with grading and drainage accommodated as needed. Curb ramps will also be reconstructed to meet current American Disability Act (ADA) standards.

The total cost of work within City limits is currently estimated to be $5,597,600.00 with the City's share at $1,119,520.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The agreement is attached for further review.

DISCUSSION: Olsson, Inc. of Lincoln, Nebraska has been selected to perform Environmental Services based on qualifications detailed in the firm's on-call proposal to NDOT for these services, their experience with Federal-aid Transportation projects, and their familiarity with

the US Highway 281 corridor. Public Works Engineering staff reviewed and concur with the scope and fee negotiated by NDOT.

Olsson, Inc. will be paid actuals costs, for an amount not to exceed $11,974.72.

FISCAL IMPACT: Funds will be paid out of 21000001-1100-40070.

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: City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. NEPA Agreement
2. Resolution

Task Order Agreement No.	BK2640
Master Agreement No.	BK2403
Effective (NTP) Date	
Task Order Amount	CPFF $11,974.72

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

LPA PROJECTS

CITY OF GRAND ISLAND
OLSSON, INC.
PROJECT NO. HSIP-40(71)
CONTROL NO. 43061
US-281-INTERSECTION IN GRAND ISLAND
ENVIRONMENTAL SERVICES

THIS AGREEMENT is between City of Grand Island ("LPA") and Olsson, Inc. ("Consultant"), and collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2403 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Environmental Services for future Federal-aid transportation projects, when selected by LPA or State, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. HSIP-40(71) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide Environmental Services ("Services") for the project Consultant has been selected, and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project \Manager

Firm Name	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200, Lincoln, NE 68508
Project Manager's Name	Chase Jelden
Project Manager's Phone	308-708-7648

1.2 State Project Coordinator

Name	Taylor Moore
Phone Number	402-479-3845

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 State will issue Consultant a written Notice to Proceed after execution of this Task Order. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State.

2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf. will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.

2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by January 31, 2030. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.

2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)

3.1 *Effective Date* -- This Task Order is effective when executed by the Parties.

3.2 *Expiration Date* -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

3.3 *Duration of this Task Order* – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed this Task Order.

3.5 *Termination or Suspension* – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES

4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Environmental Services for project HSIP-40(71), in Grand Island, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.

4.2 Exhibits "A" and "B" are the result of the following process:

4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project

4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document

4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

4.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.

4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

4.5 Upon receiving a written notice to proceed from LPA, or State on LPA's behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

SECTION 5. STAFFING PLAN (For PE Services, TO)

5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services.

Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)

6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant 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. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at http://dot.nebraska.gov/media/2802/dr289.pdf.

b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

7.1 Consultant's fee proposal is attached as Exhibit "B", and incorporated herein by this reference.

7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

SECTION 8. SUSPENSION OR TERMINATION (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
c. Funding priorities of LPA, or State on LPA's behalf, have changed
d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
h. Consultant fails to meet the standard of care applicable to the Services
i. Consultant fails to meet the performance requirements of this Task Order
j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

8.2 Suspension

a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Environmental for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 13. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 26 day of MAY, 2026.

OLSSON, INC.
Aaron Keller

Senior Team Leader

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 26 day of May, 2026

DELORES M PFLUEGER
General Notary - State of Nebraska
My Commission Expires Oct 31, 2028

Notary Public

EXECUTED by the City of Grand Island this _____ day of _____, 20____.

CITY OF GRAND ISLAND
Roger Steele

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
deral Funding Eligibility:

Date

EXHIBIT "A"

Scope of Services
For
Scoping NEPA Services
Project Name: US-281 Intersection in Grand Island
Project No.: HSIP-40(71)
CN: 43061

Description of Services

This scope of services (SOS) is for-developing a scope of services for reviewing the impact the construction project will have on the environment. The project includes multiple intersection improvements along US-281 in the City of Grand Island, Hall County, Nebraska.

The following tasks are recommended for the Project:

1. Coordinating project management,
2. Conducting an environmental desktop review,
3. Attending PCM 0, an on-site Red Flag Meeting,
4. Writing the Purpose and Need statement, Project Description, and Project Details forms,
5. Coordinating with the Preliminary Engineering (PE) design consultant to develop the DOT-530 and to develop the project schedule,
6. Preparing a scope of services (SOS) and corresponding fee workbook for NEPA and permitting services to evaluate project impacts on the environment.

NDOT to provide:

The LPA and the Nebraska Department of Transportation (NDOT) will provide all available documentation or information needed to develop the SOS as requested by the Consultant.

- Instructions and guidance on the level of detail expected in preparing the "Local Public Agency (LPA) Project Programming Request, NDOT Form 530".
- A *"Local Public Agency (LPA) Project Programming Request, NDOT Form 530".*
- The approved Probable Class of NEPA Action, NDOT Form 53.
- A draft copy of the Scope of Services for NEPA (Word doc).
- A draft copy of the Scope of Services, Workbook for NEPA (Excel file).
- A copy of the PCM 0 document

NEPA Consultant Tasks:

1. Project Management: The NEPA Consultant project manager will coordinate the work needed to complete the tasks in this scope of services, including staffing, scheduling, invoicing and reporting, record keeping, and coordinating with NDOT, the Local Public Agency (LPA), and PE design consultant.

2. Desktop Review: A desktop review will be completed prior to the site visit. The desktop review of online sources will include the following resources: Section 4(f)/6(f), farmland,

wild and scenic rivers, floodplains, wetlands/waters of the US, farmed wetlands, impaired waters, threatened and endangered species, historic properties, hazardous materials, environmental justice, detour, and airports.

3. Site Visit and Meetings: One environmental scientist will attend the Red Flag (Site) Meeting and Project Coordination Meetings (PCM)s 0 [zero]; participate in review of the project needs, site conditions and environmental setting; and discuss potential environmental issues.

The NDOT Project Coordinator (PC)/Responsible Charge (RC) will schedule a site visit with the Design and National Environmental Policy Act (NEPA) Consultant along with a representative from the following to identify site conditions which may need to be addressed during the design and the NEPA phase of the project:

NDOT, LPA, Unit Head.
NDOT, LPA, PC/RC.
NDOT, LPA, Right of Way Coordinator.
NDOT, Bridge Division Representative.
NDOT, Environmental Coordinator
NDOT, Section 106 Cultural Resource Coordinator
NDOT District, Environmental Superteam Member
NDOT District, Design Superteam Member
LPA, Project Liaison (PL)
PE, Consultant
NEPA, Consultant
Representatives from known utilities, Public and Private.

4. Purpose and Need, Project Description, and Project Details: The NEPA Consultant will work with the PE Consultant to develop the "Purpose and Need", "Project Description", and "Project Details" for the Local Public Agency (LPA) project using the following guidance material and submit to NDOT through NEDS as appropriate.

- LPA Purposed and Need Statement Template
- LPA Project Details Template
- LPA Project Description Template
- LPA Project Details Definitions

The Project Description will be written by the NEPA Consultant and confirmed by the PE design consultant. Hours include quality control review of the purpose and need and project description. The Purpose and Need and Project Description for the project developed by the NEPA Consultant will be used to complete the Local Public Agency (LPA) Project Programming Request, NDOT Form 530. The NEPA Consultant will work with the PE Consultant in completing the NDOT Form 530.

5. NDOT DOT-530 and Project Schedule: The NEPA Consultant will work with the PE Consultant in revising the NDOT Form 530, the LPA Project Programming Request, and developing a Project Schedule. Schedule will cover from Notice to Proceed to PS&E submittal, and will include project design milestones, NEPA preparation, agency review, public involvement needs and anticipated permitting needs. Hours include quality control review of schedule and revisions.

6. Scope of Services and Fee Workbook for NEPA Services: Using the current version of the SOS and Workbook for NEPA services, the NEPA Consultant will develop a site-specific SOS and fee estimate. The SOS will address NEPA documentation and permitting needs identified at the Red Flag Meeting and in the approved Probable Class of NEPA Action NDOT Form 53. Hours include quality control review of SOS and Workbook.

Schedule:

Notice to Proceed (NTP) with developing scope of NEPA services. - **TBD**
PCM 0 – **TBD per NDOT PC/RC**
Attend Site Visit. – **Within 15 days of NTP or as determined by NDOT PC/RC**
NEPA Consultant submit Project Description, Purpose & Need, and Project Details, and Project Programming Request Form 530 to NDOT for approval - **Within 15 days of Site Visit**
NDOT Approves Project Programming Request Form 530 - **Within 15 days of receipt of Form 530**
NDOT Approves Probable Class of NEPA Action NDOT Form 53 - **Within 30 days of receipt of approved NDOT Form 530**
NEPA Consultant prepares SOS and Workbook upon receipt of approved NDOT Form 53 - **Within 15 days of receipt of approved NDOT Form 53**
NTP with NEPA services - **Within 15 days of NEPA Scope of Services Workbook approval**

SOS for NEPA Scoping Phase

Consultant Estimate of Hours

Project Name:	US-281 Intersections in Grand Island
Project Number:	HISP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Chase Jelden
Phone/Email:	308-708-7648, cjelden@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263, timg@grand-island.com
NDOR RC:	Taylor Moore
Phone/Email:	402-479-3845, Taylor.Moore@nebraska.gov
Date:	March 16, 2026

TASKS			PERSONNEL CLASSIFICATIONS**										
			PR	PM	SENV	ENV	SDES	DES	TECH	ADM	UD1	UD2	UD3	Total
Development of Scope of Services for NEPA			4	13	33	18	3	2		1				74
1	Project Management		1	1	1					1				4
2	Desktop Review				4	6	1	1						12
3	PCM 0				8		1	1						10
4	Prepare PN and PD			2	8	2								12
5	DR-530 and Schedule		1	4	4	4								13
6	NEPA Scope Development		2	6	8	6	1							23
Site Visit					6									6
1	Site visit				4									4
2	Travel	From Travel Calcs. Tab			2									2
Total Hours			4	13	39	18	3	2		1				80
Total Days (8 hrs)			0.5	1.6	4.9	2.3	0.4	0.3		0.1				10.0

CLASSIFICATIONS*:

PR	=	Principal	PM	=	Project Manager	SENV	Senior Environmental Scientist
ENV	=	Environmental Scientist	SDES	=	Senior Design	DES	Design
TECH	=	Technician	ADMIN	=	Administration	UD1	User Defined 1
UD2	=	User Defined 2	UD3	=	User Defined 3		

** For Project Manager, use one of the technical classifications*

*** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the*

Exhibit "B"

Travel Calculations & Notes

Project Name: US-281 Intersections in Grand Island
Project Number: HISP-40(71)
Control Number: 43061
Date: 16-Jan-26

Starting Location:		Kearney	NE				
Ending Location:		Grand Island	NE				
Roundtrip distance to/from (miles):		90				**Travel Summary**	
Roundtrip travel time (minutes):		120.00				**Miles**	**Hours**
# of Roundtrips/Staff -->	PR					0	0.0
-->	PM					0	0.0
-->	SENV	1				90	2.0
-->	ENV					0	0.0
-->	SDES					0	0.0
-->	DES					0	0.0
-->	TECH					0	0.0
-->	ADM					0	0.0
-->	UD1					0	0.0
-->	UD2					0	0.0
-->	UD3					0	0.0
					Total:	**90**	**2.0**

Notes & Assumptions

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SOS for PE NEPA for BRO
Labor Rates

Project Name:	US-281 Intersections in Grand Island
Project Number:	HISP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Chase Jelden
Phone/Email:	308-708-7648, cjelden@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263, timg@grand-island.com
NDOR RC:	Taylor Moore
Phone/Email:	402-479-3845, Taylor.Moore@nebraska.gov
Date:	3/16/2026

Labor Costs:		**Hours**	**Blended Rate**	**Amount**
Code	**Classification Title**			
PR	Principal	4	$87.50	$350.00
PM	Project Manager	13	$70.67	$918.71
SENV	Sr. Environmental Scientist	39	$44.67	$1,742.13
ENV	Environmental Scientist	18	$35.49	$638.82
SDES	Senior Designer/Technician	3	$46.04	$138.12
DES	Designer/Technician	2	$32.69	$65.38
ADM	Administrative	1	$31.40	$31.40
TOTALS		**83**		**$3,884.56**

Overhead Rate: 174.34%
FCCM (if applicable) 0.97%
Fixed Fee: 11.40%

CLASSIFICATIONS:

PR	=	Principal	ENV	=	Environmental Scientist
PM	=	Project Manager	SDES	=	Senior Designer/Technician
SENV	=	Sr. Environmental Scientist	DES	=	Designer/Technician
ADM	=	Administrative			

Blended Rates Worksheet

STAFFING PLAN				
EMPLOYEE NAME	CLASSIFICATION[1]	SALARY RATE	% ASSIGNED[2]	
Principal				
Tony Baumert	Technical Expert	$87.50	100.00%	
		Blended Rate:	$87.50	
Project Manager				
Tamara Burke	Senior Scientist	$58.65	50.00%	
Aaron Ball	Group Leader	$82.69	50.00%	
		Blended Rate:	$70.67	
Senior Env. Scientist				
Chase Jelden	Project Scientist	$44.36	30.00%	
Jessica Casey	Project Scientist	$46.70	30.00%	
Kari Sherman	Project Scientist	$40.87	20.00%	
Stacey Roach	Senior Public Engagement	$45.90	20.00%	
		Blended Rate:	$44.67	
Environmental Scientist				
Thomas Leihsing	Associate Scientist	$29.64	20.00%	
Jackie Morrissey	Scientist	$40.87	20.00%	
Sage Evans	Scientist	$44.71	20.00%	
Kerry Stoneking	Associate Scientist	$31.47	20.00%	
Eric Allen	Assistant Scientist	$29.81	10.00%	
Dalton Archer	Assistant Scientist	$31.67	10.00%	
		Blended Rate:	$35.49	
Sr. Designer				
Ryan Doty	Design Techincal Manager	$49.28	50.00%	
Gunnar Malek-Madani	Project Scientist	$42.79	50.00%	
		Blended Rate:	$46.04	
Designer				
Megan Czerwinski	Associate Scientist	$32.69	100.00%	
		Blended Rate:	$32.69	
Administrative				
Jessica Mathis	Senior Team Coordinator	$32.50	50.00%	
Heidie Stock	Office Coordinator	$30.30	50.00%	

[1] *Input actual employee classification as designated by firm.*

[2] *Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".*

--

SOS for PE NEPA for BRO

Direct Expenses

Project Name:	US-281 Intersections in Grand Island
Project Number:	HISP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Chase Jelden
Phone/Email:	308-708-7648, cjelden@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263, timg@grand-island.com
NDOR RC:	Taylor Moore
Phone/Email:	402-479-3845, Taylor.Moore@nebraska.gov
Date:	3/16/2026

Subconsultants:	**Quantity**	**Unit Cost**	**Amount**
NA			
		Subtotal	

Printing and Reproduction:	**Quantity**	**Unit Cost**	**Amount**
		Subtotal	

Mileage/Travel:	**Quantity**	**Unit Cost**	**Amount**
From Travel Calcs. Tab	90	$0.725	$65.25
		Subtotal	$65.25

Lodging/Meals:	**Quantity**	**Unit Cost**	**Amount**
		Subtotal	

Other Miscellaneous Costs:	**Quantity**	**Unit Cost**	**Amount**
Misc. Survey costs			
		Subtotal	
TOTAL DIRECT EXPENSES			**$65.25**

Per Diem Rates: http://www.gsa.gov/portal/category/104711
Mileage Rates: http://www.gsa.gov/portal/category/104715

2011 Standard Rates*	
Type	**Rate**
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts

	Statewide	**Omaha/Douglas County**
Breakfast		
Lunch		
Dinner		
Incidentals		
Totals		

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

SOS for PE NEPA for BRO

Project Cost

Project Name:	US-281 Intersections in Grand Island
Project Number:	**HISP-40(71)**
Control Number:	**43061**
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Chase Jelden
Phone/Email:	308-708-7648, cjelden@olsson.com
LPA Responsible Charge:	Tim Golka
Phone/Email:	308-389-0263, timg@grand-island.com
NDOR Project Coordinator:	Taylor Moore
Phone/Email:	402-479-3845, Taylor.Moore@nebraska.gov
Date:	March 16, 2026

Direct Labor Costs: **Personnel Classification**	**Hours**	**Rate**	**Amount**
Principal	4	$87.50	$350.00
Project Manager	13	$70.67	$918.71
Sr. Environmental Scientist	39	$44.67	$1,742.13
Environmental Scientist	18	$35.49	$638.82
Senior Engineer	3	$46.04	$138.12
Designer/Technician	2	$32.69	$65.38
Administrative	1	$31.40	$31.40
TOTALS	**80**		**$3,884.56**

Direct Expenses:	**Amount**
Subconsultants	
Printing and Reproduction Costs	
Mileage/Travel	$65.25
Lodging/ Meals	
Other Miscellaneous Costs	
TOTALS	**$65.25**

Total Project Costs:			**Amount**
Direct Labor Costs			$3,884.56
Overhead @	174.34%		$6,772.34
Total Labor Costs			$10,656.90
Fixed Fee @	11.40%		$1,214.89
Facility Capital Cost of Money (FCCM) @	0.97%	(direct labor cost x FCCM%)	$37.68
Direct Expenses			$65.25
PROJECT COST			**$11,974.72**

Exhibit "B"

SOS for PE NEPA for BRO
Assumptions - Notes

Project Name:	US-281 Intersections in Grand Island
Project Number:	HISP-40(71)
Control Number:	43061
Location (City, County):	Grand Island, Hall County
Firm Name:	Olsson
Consultant Project Manager:	Chase Jelden
Phone/Email:	308-708-7648, cjelden@olsson.com
County Project Liaison:	Tim Golka
Phone/Email:	308-389-0263, timg@grand-island.com
NDOR RC:	Taylor Moore
Phone/Email:	402-479-3845, Taylor.Moore@nebraska.gov
Date:	March 16, 2026

Assumptions and Notes
Assumes one Senior Scientist round trip travel to site from Kearney, NE.

Exhibit "B"

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
$ 3,884.56	for actual direct labor costs
$ 6,875.27	for indirect costs and direct expenses
$ 1,214.89	for a fixed fee for profit
$ 11,974.72	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

   The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent

provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
   (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

(b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:

(i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or

(ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

(c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.

(a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.

(b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

(i) Meals included in a conference or event fee

(ii) Meals provided by lodging facility

(iii) Meals purchased by 3rd Party

(iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

(i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.

(ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

(i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

(ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.

(iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.

(1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.

(2) Lunch – No reimbursement is allowed.

(3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.

(4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.

(5) The time limitations set forth above do not include the time taken for the meal.

(iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL
No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

6. FIXED FEE FOR PROFIT

A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 11.40%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.

B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost plus fixed fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable

costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

(a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

(b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.

(c) Direct non-labor expenses:

(i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.

(ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.

(iii) All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

(d) Time Records, as outlined in paragraph 4.A.2).

(e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report, containing both the Narrative and Task Summary, must accompany the invoice package documenting Consultant's work during the service period. Progress Report templates are available on the State's website at https://dot.nebraska.gov/business-center/consultant/invoices/ . If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
   (a) A description of the Services completed for the service period to substantiate the invoiced amount.
   (b) A description of the Services anticipated for the next service period
   (c) A list of information Consultant needs from LPA, or State on LPA's behalf
   (d) Percent of Services completed to date

   NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES

A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.

B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead

Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.

B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice **(separate from final costs incurred invoice).** Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of

Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

1) A description of the out-of-scope services,
2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on

LPA's behalf, LPA or State must determine that the situation meets the following criteria:

(a) The out-of-scope services are not within the original Scope of Services and additional work effort is required;

(b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and

(c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement using the process set out below:

1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse

State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION

SIGNING OF ENVIRONMENTAL SERVICES AGREEMENT – BK2640

City of Grand Island

Resolution No. _____

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Grand Island and Olsson, Inc. wish to enter into a Professional Services Agreement to provide Environmental Services for the Federal-aid project.

Be It Resolved: by the City Council of City of Grand Island that:

Roger Steele, Mayor of City of Grand Island, is hereby authorized to sign the attached Environmental Services agreement between City of Grand Island, Nebraska and Olsson, Inc.

NDOT Project Number: HSIP-40(71)

NDOT Control Number: 43061

NDOT Project Description: US-281 Intersection in Grand Island

Adopted this _____ day of _____, 20____ at _____Nebraska.
(Month)

The City Council of City of Grand Island, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "D"

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.h.

Subject: #2026-180 - Approving Final Plat for Trinity Heights 4th Subdivision

Staff Contact: Chad Nabity

BACKGROUND: The 6.35-acre site, located east of Trinity Street and north of State Street, is proposed to be reconfigured from two lots into 28 lots. The subdivision will serve as a continuation of the approved Trinity Heights Preliminary Plat and is intended to accommodate duplex residential development on each lot, consistent with the existing development pattern within the neighborhood.

DISCUSSION: The proposed Final Plat includes 28 lots and is planned for duplex residential development on each lot. The property is currently zoned R3SL (Medium Density Residential Small-Lot Zone), which supports the proposed residential density and is consistent with the comprehensive plan and with the approved Trinity Heights development.

This item was considered with the consent agenda at the July 1, 2026, Planning Commission meeting. The following is from the minutes of that meeting:

A motion was made by Ruge and second by Nelson to approve all items on the consent agenda.

The motion was carried with 8 members voting in favor (O'Neill, Nelson, Ruge, Monter, Simmerman, Robb, Ostermeier and Barnes) with no members voting no and no members abstaining and four members absent (Rainforth, Avery Goplin and Doane).

FISCAL IMPACT: No fiscal impact.

ALTERNATIVES: Approve the plat as submitted.
Approve the plat with modifications.
Deny the plat as submitted.

RECOMMENDATION: Approve the plat as submitted.

SAMPLE MOTION: Move to approve Resolution 2026-180

ATTACHMENTS:
1. Aerial Map
2. Final Plat
3. Application
4. Trinity Heights Fourth Subdivision
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

300

Feet

PRELIMINARY

TRINITY HEIGHTS FOURTH SUBDIVISION

FINAL PLAT

A REPLAT OF LOTS 1 & 2, OF TRINITY HEIGHTS SECOND SUBDIVISION,
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



LEGAL DESCRIPTION

A REPLAT OF LOTS 1 & 2, "TRINITY HEIGHTS SECOND SUBDIVISION", CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SURVEYOR'S NOTE BEARINGS BASED ON HALL COUNTY L.D.P., BASIS OF BEARINGS FOR PLAT IS THE NORTH LINE OF OUTLOT B, TRINITY HEIGHTS SECOND SUBDIVION HAVING A SURVEYED BEARING OF S 89°15'57" E, WITH THE ORIGINAL PLATTED BEARING (FOUND ON TRINITY HEIGHTS SECOND SUBDIVION PLAT) BEING S 89°41'39" E

SURVEYOR'S CERTIFICATE

I, THOMAS B. CATLETT, NEBRASKA PROFESSIONAL SURVEYOR NO. 502, 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 AN 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 THE SURVEY.

PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS AND LOT CORNERS AS SHOWN ON THE FINAL PLAT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS _____ DAY OF _____, 2026.

_____

THOMAS B. CATLETT P.L.S. #502
CATLETT SURVEYING
13650 S. 150TH COURT
BENNET, NE 68317

DEDICATION OF PLAT

KNOWN ALL MEN BY THESE PRESENTS, THAT MESNER DEVELOPMENT CO. BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "TRINITY HEIGHTS FOURTH SUBDIVISION" IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DO HEREBY DEDICATE THE STREETS AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER, AND THE EASEMENTS, BOTH REFERENCED IN INSTRUMENT NUMBER 202302010 AND THOSE DEDICATED WITH THIS PLAT AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION, AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES, AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA,

THIS ____ DAY OF _____, 2026.

_____
CLIFF MESNER
MESNER DEVELOPMENT CO.

ACKKNOWLEDGEMENT

STATE OF NEBRASKA }
SS}
COUNTY OF _____}

ON THE _____ DAY OF _____, 2026, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED ASHLEY SOLT, MESNER DEVELOPMENT CO. TO ME, PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED IN WITNESS WHEREOF, I HAVE SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL

AT _____, NEBRASKA ON THE DATE LAST ABOVE WRITTEN

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

APPROVAL:

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, GRAND ISLAND AND WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

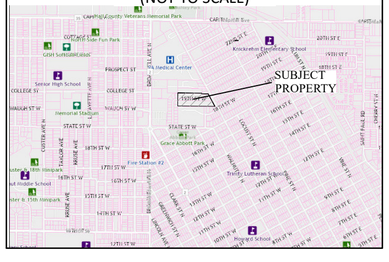
_____ _____
CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA, THIS ____ DAY OF _____ 2026.

_____
MAYOR

_____
CITY CLERK

VICINITY MAP
(NOT TO SCALE)



CATLETT
LAND SURVEYING
BENNET, NEBRASKA
402-274-7525 : 402-217-5816
WWW.CATLETTSURVEYING.COM

0 60 120 180

LEGEND
△- SET 5/8"x24" CAPPED REBAR (LS502) CTP - CRIMPED TOP PIPE
OTP - OPEN TOP PIPE
- SECTION CORNER (AS NOTED) M - MEASURED DISTANCE
● - FOUND SURVEY POINT (AS NOTED) R - RECORDED DISTANCE
○ - CALCULATED SURVEY POINT C - CALCULATED DISTANCE
——————— BOUNDARY LINE

Drawn By: JS/PC
Checked By: TC/PC
Crew: JS
Field: 5-20-26
Drawing: 6-03-26
Job #: 2025-080
Scale: 1" = 60'
Sheet 1 of 1

TRINITY HEIGHTS FOURTH SUBDIVISION
FINAL PLAT
A REPLAT OF LOTS 1 & 2, OF TRINITY HEIGHTS SECOND SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

Due to security concerns and incidents involving applicants receiving fraudulent spam emails requesting application fees, we are no longer including applications in the meeting packet.

If you would like to obtain a copy of an application, please submit a Public Information Request. Public Information Requests can be submitted online at www.grand-island.com/rpcapplication

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

TRINITY HEIGHTS FOURTH SUBDIVISION

Lots 1-28 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, MESNER DEVELOPMENT COMPANY, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

REPLAT OF LOTS 1 & 2, "TRINITY HEIGHTS SECOND SUBDIVISION", CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as TRINITY HEIGHTS FOURTH SUBDIVISION, designating explicitly the land to be laid out and

particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said TRINITY HEIGHTS FOURTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving**. The Subdivider agrees to pave 19th Street in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave 19th Street, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Wheeler Avenue where it abuts the subdivision. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future paving district within or abutting the subdivision.

2. **Water**. Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision

in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage**. The Subdivider agrees to grade all lots in the subdivision according to the approved Trinity Heights Subdivision Preliminary Plat drainage plan or later approved modifications to said plan so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

Outlot B a part of Trinity Heights Subdivision is a private detention cell and shall be maintained as a private detention cell. The Subdivider or an owners association shall be responsible for maintenance and care of Outlot B in Trinity Heights Subdivision. The Subdivider or Owner's Association shall keep the City of Grand Island informed as to an appropriate contact regarding maintenance of this detention cell.

The Subdivider is using City of Grand Island Post Construction Credits as they were available at the time of this subdivision to meet water quality requirements. Any redevelopment of this area may require additional credits, additional drainage provisions and compliance with the current code at the time of redevelopment.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
19th Street		Yes	NO

The Subdivider shall maintain all public sidewalks along Wheeler Avenue as required by the City of Grand Island.

6. **Easements**. Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Engineering Data**. All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty**. The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as TRINITY HEIGHTS

FOURTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns**. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

10. **Care and Maintenance.** Subdivider acknowledges and understands that at all times during the development process and at all times thereafter the property must be maintained in compliance with City Code including insuring that no grass, weeds, or worthless vegetation accumulates and that the property remains free and clear of any prohibited garbage, waste, rubbish or construction debris except for construction materials as allowed by law. Subdivider will ensure all contractors, subcontractors, current and subsequent owners, or successors and assigns are notified of their obligations to maintain the property as required by City Code.

Dated _____, 2026.

MESNER DEVELOPMENT COMPANY,
Subdivider

By: _____
Cliff Mesner, Owner

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cliff Mesner, owner of Mesner Development Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2026-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2026-180

WHEREAS know all men by these presents, that Menser Development Co., being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "TRINITY HEIGHTS FOURTH SUBDIVISION", A replat of lots 1 & 2, Trinity Heights Second Subdivision, City of Grand Island, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, Nebraska Revised Statue; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of TRINITY HEIGHTS FOURTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.i.

Subject: #2026-181 - Approving Final Plat for Norwood 4th Subdivision

Staff Contact: Chad Nabity

BACKGROUND: The site is 16.43 acres located east of Saint Paul Road and south of 20th Street, and will reconfigure 4 lots into 2 lots. The proposed subdivision intends to separate the existing home and accessory building to be sold, leaving the remaining land for future development.

DISCUSSION: The final plat consists of 2 lots east of Saint Paul Road and south of 20th Street. The property is zoned R-2: Low-Density Residential Zone and LLR: Large Lot Residential Zone. As presented, Lot 1 will be zoned R-2 while Lot 2 will be a combination of LLR and R-2. Both lots would meet the applicable requirements for approval.

A motion was made by Ruge and second by Nelson to approve all items on the consent agenda.

The motion was carried with 8 members voting in favor (O'Neill, Nelson, Ruge, Monter, Simmerman, Robb, Ostermeier and Barnes) with no members voting no and no members abstaining and four members absent (Rainforth, Avery Goplin and Doane).

FISCAL IMPACT: No fiscal impact.

ALTERNATIVES: Approve the plat as submitted.
Approve the plat with modifications.
Deny the plat as submitted.
.

RECOMMENDATION: Recommend approval of the plat.

SAMPLE MOTION: Move to approve Resolution 2026-181

ATTACHMENTS:

1. Aerial Map
2. Plat
3. Application
4. Norwood Fourth Subdivision
5. Resolution Norwood Fourth Subdivision - GI.doc

PROPOSED SUBDIVISION
AERIAL MAP



THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

300

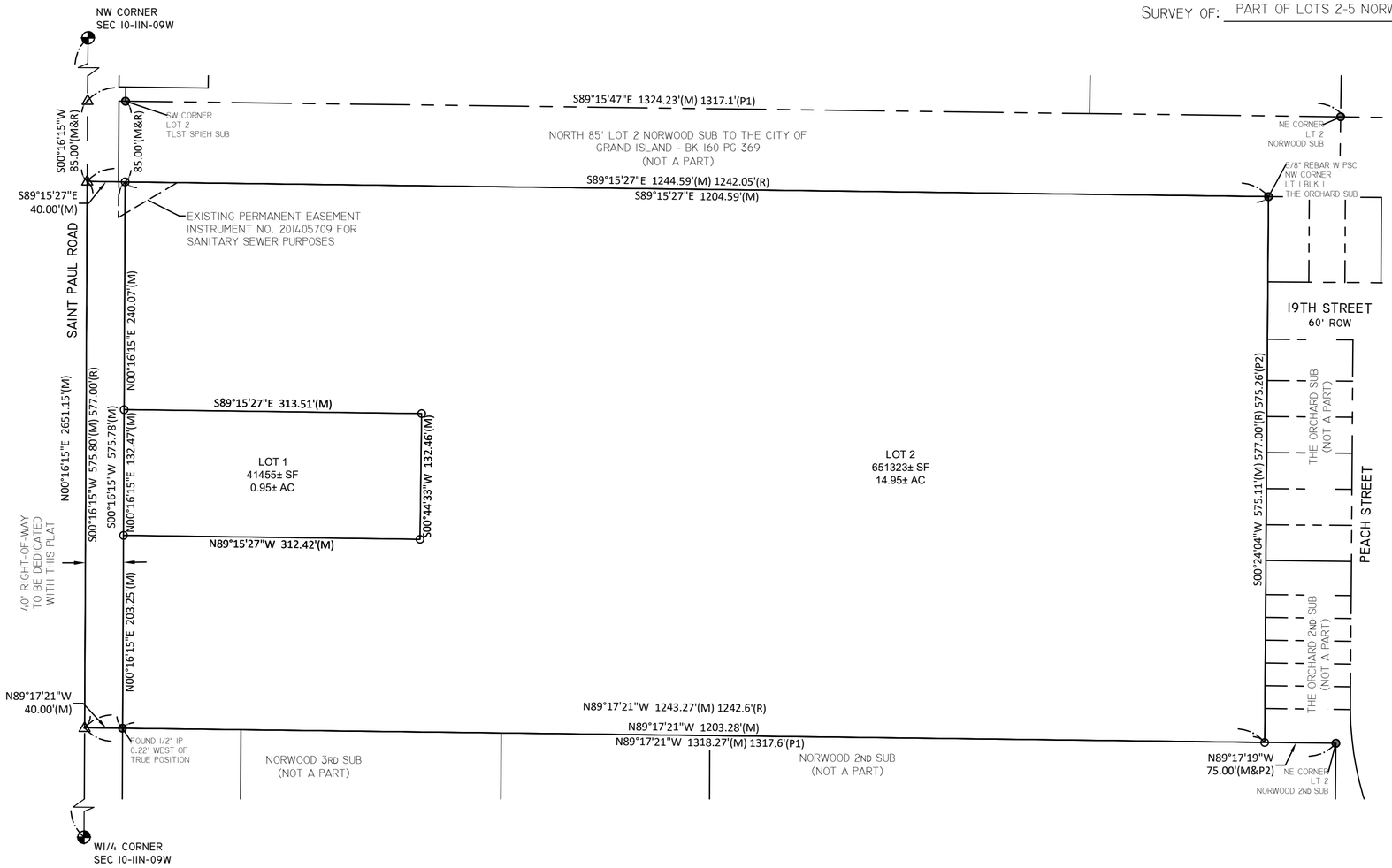
Feet

OWNER: GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.
SUBDIVIDER: GRAND ISLAND AREA HABITAT FOR HUMANITY, INC.
ENGINEER: PINTAIL ENGINEERING, LLC
SURVEYOR: BROWN SURVEYING SERVICES, LLC
NUMBER OF LOTS: 2

NORWOOD FOURTH SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

SURVEY OF: PART OF LOTS 2-5 NORWOOD SUBDIVISION



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF LOT 2 EXCEPT THE NORTHERLY EIGHTY-FIVE (85) FEET AND THE EASTERLY SEVENTY-FIVE (75) FEET AND LOTS 3, 4, AND 5 EXCEPT THE EASTERLY SEVENTY-FIVE (75) FEET, NORWOOD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 715808 SQUARE FEET OR 16.43 ACRES MORE OR LESS, OF WHICH 23030 SQUARE FEET OR 0.53 ACRES MORE OR LESS ARE NEWLY DEDICATED RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON JUNE 1ST, 2026, I, BRYAN ADAM BROWN, A NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 852, DULY LICENSE 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.

_____
BRYAN ADAM BROWN, PROFESSIONAL LAND SURVEYOR NUMBER, PLS-852

NEBRASKA PROFESSIONAL PLS-852 LAND SURVEYOR BRYAN ADAM BROWN

SECTION CORNER TIES

NORTHWEST CORNER, SECTION 10 T11N R9W
FOUND SURVEY SPIKE WITH ID WASHER AT GRADE IN ASPHALT INTERSECTION
NE 41.00' TO BRASS CAP IN CONCRETE (NGS H 284)
NW 92.96' TO NAIL WITH DISK IN POWER POLE
SW 48.07' TO NE CORNER NEAR FACE CHAIN LINK FENCE
SE 45.65' TO TOP OPERATION NUT FIRE HYDRANT

WEST 1/4 CORNER, SECTION 10 T11N R9W
FOUND ALUMINUM CAP AT GRADE IN CONCRETE INTERSECTION
WNW 44.25' TO TOP OPERATION NUT FIRE HYDRANT
SW 74.65' TO REDHEAD IN POWER POLE
ESE 32.40' TO CENTER OF WATER CORP STOP
NE 90.96' TO SOUTHWEST CORNER HOUSE

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT GRAND ISLAND AREA HABITAT FOR HUMANITY, INC, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "***NORWOOD FOURTH SUBDIVISION***" IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION FIVE (10), TOWNSHIP TEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA,
THIS ____ DAY OF _____, 2026.

GRAND ISLAND AREA HABITAT FOR HUMANITY, INC

_____
BY CLAIRE NELSON, PRESIDENT

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED CLAIRE NELSON, PRESIDENT, GRAND ISLAND AREA HABITAT FOR HUMANITY, INC, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ , NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

APPROVALS

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

_____ _____
CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA
THIS ____ DAY OF _____ , 2026.

_____
MAYOR

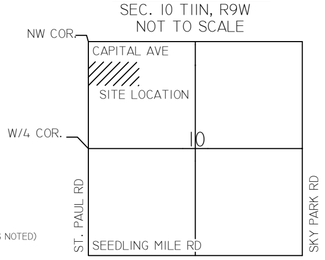
_____
CITY CLERK

LEGEND

- SURVEYED SUBDIVISION LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- M MEASURED DISTANCE
- R RECORD DISTANCE
- P1 PLATTED DISTANCE NORWOOD SUBDIVISION
- P2 PLATTED DISTANCE THE ORCHARD SUBDIVISION
- SECTION CORNER
- FOUND CORNER (1/2" IRON PIPE UNLESS NOTED)
- SET CORNER 5/8"x24" REBAR WITH PSC PLS 852 UNLESS NOTED)
- CALCULATED POSITION

LOCATION MAP

SEC. 10 T11N, R9W
NOT TO SCALE



BROWN SURVEYING SERVICES

SCALE: 1" = 100'
0' 100' 200'

BROWN SURVEYING SERVICES
P.O. BOX 116, SHELTON, NEBRASKA 68876 - (308) 216-0582
WWW.BROWNSURVEYINGSERVICES.COM - NEBRASKA COA00103

PINTAIL ENGINEERING
1309 WEST 3RD STREET
GRAND ISLAND, NE 68801
WWW.PINTAILENG.COM
NEBRASKA COA #CA-5650

PT PROJECT: 26-201 | DATE: 4/30/2026 | SHEET 2 OF 2

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If you would like to obtain a copy of an application, please submit a Public Information Request. Public Information Requests can be submitted online at www.grand-island.com/rpcapplication

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

NORWOOD FOURTH SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> A TRACT OF LAND CONSISTING OF LOT 2 EXCEPT THE NORTHERLY EIGHTY-FIVE (85) FEET AND THE EASTERLY SEVENTY-FIVE (75) FEET AND LOTS 3, 4, AND 5 EXCEPT THE EASTERLY SEVENTY-FIVE (75) FEET, NORWOOD SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.
> SAID TRACT CONTAINS A CALCULATED AREA OF 715808 SQUARE FEET OR 16.43 ACRES MORE OR LESS, OF WHICH 23030 SQUARE FEET OR 0.53 ACRES MORE OR LESS ARE NEWLY DEDICATED RIGHT-OF-WAY.;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for

acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NORWOOD FOURTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NORWOOD FOURTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving**. The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for St. Paul Road where it abuts the subdivision. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future paving district within or abutting the subdivision.

2. **Water**. Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The Subdivider waives the right to protest the creation, expansion,

modification, or correction of any future sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage**. The Subdivider is using City of Grand Island Post Construction Credits as they were available at the time of this subdivision to meet water quality requirements. Any redevelopment of this area may require additional credits, additional drainage provisions and compliance with the current code at the time of redevelopment.

The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to St. Paul Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Easements**. Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Engineering Data**. All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under

construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty**. The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as NORWOOD FOURTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns**. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

10. **Care and Maintenance.** Subdivider acknowledges and understands that at all times during the development process and at all times thereafter the property must be maintained in compliance with City Code including insuring that no grass, weeds, or worthless vegetation accumulates and that the property remains free and clear of any prohibited garbage, waste, rubbish or construction debris except for construction materials as allowed by law. Subdivider will ensure all contractors, subcontractors, current and subsequent owners, or successors and assigns are notified of their obligations to maintain the property as required by City Code.

Dated _____, 2026.

GRAND ISLAND AREA HABITAT FOR HUMANITY, INC., Subdivider

By: _____
Claire Nelson, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Claire Nelson, President, Grand Island Area Habitat for Humanity, Inc., known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2026-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

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

WHEREAS know all men by these presents, that Grand Island Area Habitat for Humanity, INC, being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "NORWOOD FOURTH SUBDIVISION", A tract of land consisting of Lot 2 except the Northerly eighty-five (85) feet and the easterly seventy-five (75) feet, and Lots 3, 4 and 5, except the easterly 75 feet, Norwood Subdivision, City of Grand Island, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, Nebraska Revised Statue; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of NORWOOD FOURTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.j.

Subject: #2026-182 - Approving Final Plat for Coco Beach One Subdivision - Grand Island ETJ

Staff Contact: Chad Nabity, AICP

BACKGROUND: The site is 4.51 acres located west of Shady Bend Road and south of Stolley Park Road. The proposed subdivision will separate an existing farmstead from approximately 24 acres of agricultural land.

DISCUSSION: The final plat consists of one lot, splitting an existing farmstead off of an estimated 24 acres fronting onto Stolley Park Road. The property is zoned TA: Transitional Agricultural Zone. The plat as proposed meets the zoning requirements for approval.

This item was considered with the consent agenda at the July 1, 2026, Planning Commission meeting. The following is from the minutes of that meeting:

A motion was made by Ruge and second by Nelson to approve all items on the consent agenda.

The motion was carried with 8 members voting in favor (O'Neill, Nelson, Ruge, Monter, Simmerman, Robb, Ostermeier and Barnes) with no members voting no and no members abstaining and four members absent (Rainforth, Avery Goplin and Doane).

FISCAL IMPACT: No fiscal impact.

ALTERNATIVES: Approve the plat as submitted.
Approve the plat with modifications.
Deny the plat as submitted.

RECOMMENDATION: Approve the plat as submitted.

SAMPLE MOTION: Move to approve Resolution 2026-182.

ATTACHMENTS:

1. Aerial Map
2. Plat
3. Application
4. Coco Beach One Subdivision
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP



THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

500
Feet

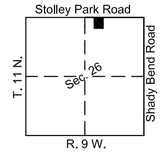
COCO BEACH ONE SUBDIVISION

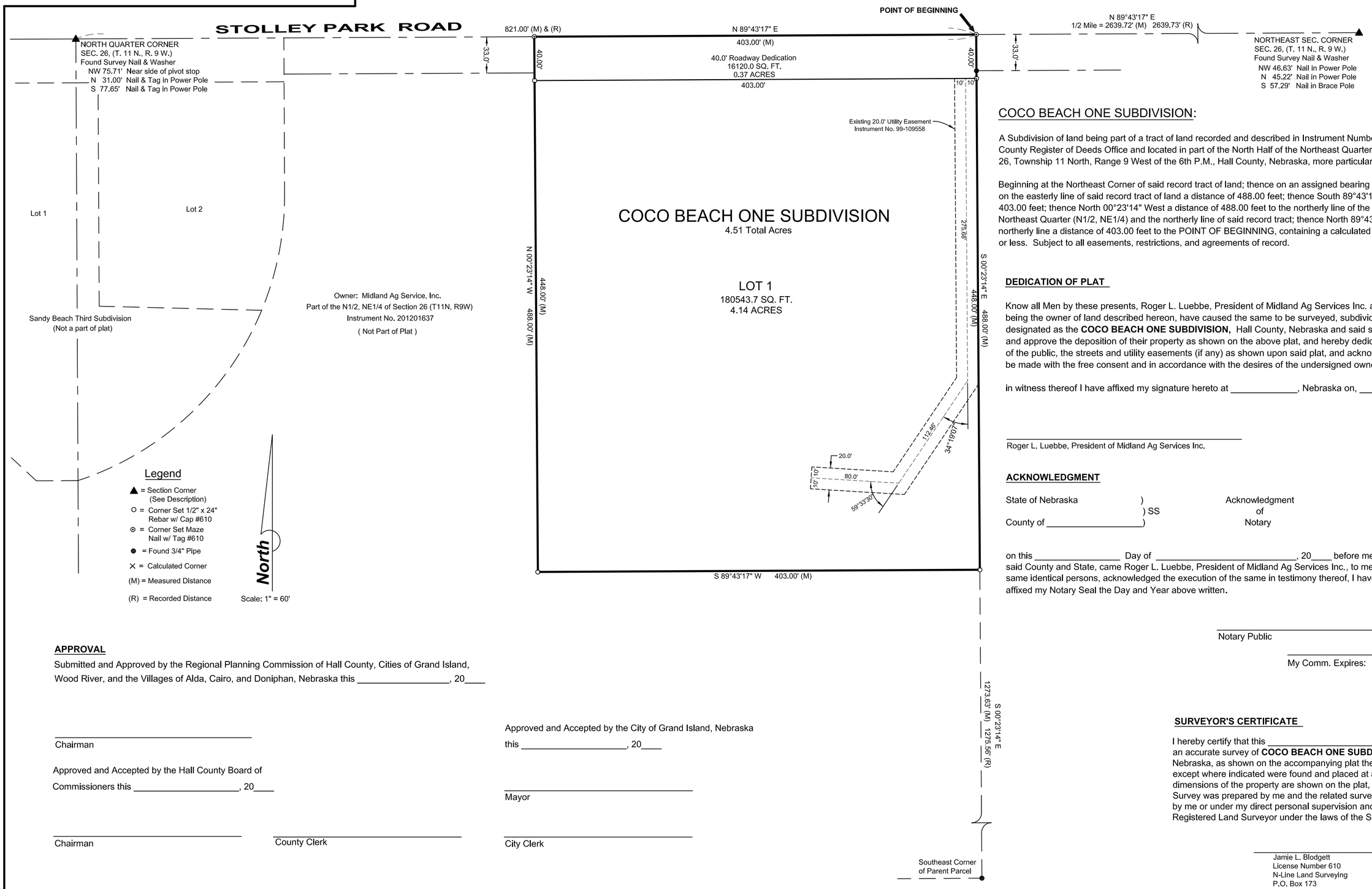
HALL COUNTY, NEBRASKA

A SUBDIVISION IN A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2, NE1/4), SECTION 26, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6th P.M., HALL COUNTY, NEBRASKA

N-LINE
LAND SURVEYING
P.O. BOX 173
Central City, NE 68826
Phone: 308-946-3601

Location Map
Not to Scale





COCO BEACH ONE SUBDIVISION:

A Subdivision of land being part of a tract of land recorded and described in Instrument Number 201201637 of the Hall County Register of Deeds Office and located in part of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section 26, Township 11 North, Range 9 West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of said record tract of land; thence on an assigned bearing of South 00°23'14" East on the easterly line of said record tract of land a distance of 488.00 feet; thence South 89°43'17" West a distance of 403.00 feet; thence North 00°23'14" West a distance of 488.00 feet to the northerly line of the said North half of the Northeast Quarter (N1/2, NE1/4) and the northerly line of said record tract; thence North 89°43'17" East on said northerly line a distance of 403.00 feet to the POINT OF BEGINNING, containing a calculated area of 4.51 acres, more or less. Subject to all easements, restrictions, and agreements of record.

DEDICATION OF PLAT

Know all Men by these presents, Roger L. Luebbe, President of Midland Ag Services Inc. a Nebraska Cooperation, being the owner of land described hereon, have caused the same to be surveyed, subdivided, platted and designated as the **COCO BEACH ONE SUBDIVISION,** Hall County, Nebraska and said sole owners hereby ratify and approve the deposition of their property as shown on the above plat, and hereby dedicate for the use and benefit of the public, the streets and utility easements (if any) as shown upon said plat, and acknowledge said subdivision to be made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

in witness thereof I have affixed my signature hereto at _____, Nebraska on, _____, 20___

_____
Roger L. Luebbe, President of Midland Ag Services Inc.

ACKNOWLEDGMENT

State of Nebraska)
) SS
County of _____)

Acknowledgment of Notary

on this _____ Day of _____, 20____ before me, a Notary Public in and for said County and State, came Roger L. Luebbe, President of Midland Ag Services Inc., to me personally known to be the same identical persons, acknowledged the execution of the same in testimony thereof, I have hereunto set my hand and affixed my Notary Seal the Day and Year above written.

_____
Notary Public

_____
My Comm. Expires:

APPROVAL

Submitted and Approved by the Regional Planning Commission of Hall County, Cities of Grand Island, Wood River, and the Villages of Alda, Cairo, and Doniphan, Nebraska this _____, 20____

_____
Chairman

Approved and Accepted by the Hall County Board of Commissioners this _____, 20____

_____
Chairman

_____
County Clerk

Approved and Accepted by the City of Grand Island, Nebraska this _____, 20____

_____
Mayor

_____
City Clerk

SURVEYOR'S CERTIFICATE

I hereby certify that this _____, 20____, I completed an accurate survey of **COCO BEACH ONE SUBDIVISION**, Hall County, Nebraska, as shown on the accompanying plat thereof; that iron markers, except where indicated were found and placed at all property corners, the dimensions of the property are shown on the plat, and that the Subdivision Survey was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

_____
Jamie L. Blodgett
License Number 610
N-Line Land Surveying
P.O. Box 173
Central City, NE
1-308-946-3601

DATE OF SURVEY 5/11/2026 JOB NUMBER 26035

Due to security concerns and incidents involving applicants receiving fraudulent spam emails requesting application fees, we are no longer including applications in the meeting packet.

If you would like to obtain a copy of an application, please submit a Public Information Request. Public Information Requests can be submitted online at www.grand-island.com/rpcapplication

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

COCO BEACH ONE SUBDIVISION

Lot 1 Inclusive

In the jurisdiction of the City of Grand Island, Hall County Nebraska

The undersigned, MIDLAND AG SERVICES INC., A Nebraska Cooperation, hereinafter called the Subdivider, as owner of a tract of land in the jurisdiction of the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A Subdivision of land being part of a tract of land recorded and described in Instrument Number 201201637 of the Hall County Register of Deeds Office and located in part of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section 26, Township 11 North, Range 9 West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of said record tract of land; thence on an assigned bearing of South 00°23'14" East on the easterly line of

said record tract of land a distance of 488.00 feet; thence South 89°43'17" West a distance of 403.00 feet; thence North 00°23'14" West a distance of 488.00 feet to the northerly line of the said North half of the Northeast Quarter (N1/2, NE1/4) and the northerly line of said record tract; thence North 89°43'17" East on said northerly line a distance of 403.00 feet to the POINT OF BEGINNING, containing a calculated area of 4.51 acres, more or less. Subject to all easements, restrictions, and agreements of record.;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as COCO BEACH ONE SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said COCO BEACH ONE SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving**. The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Stolley Park Road where it abuts the subdivision. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future paving

district within or abutting the subdivision.

2. **Water**. Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

3. **Sanitary Sewer**. Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation, expansion, modification, or correction of any future sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage**. The Subdivider agrees to provide and maintain positive drainage from all lots in a manner consistent with the historic drainage patterns across the property. If the Subdivider fails to grade and maintain such drainage the City or County may create a drainage district to perform such work. In the event the subdivider wishes to make substantial changes to the drainage they shall submit a drainage plan for approval by the Director of Public Work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

Any redevelopment of this area may require additional credits, additional drainage provisions and compliance with the current code at the time of redevelopment.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Stolley Park Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the

completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Annexation.** The Subdivider agrees to waive the right to protest the annexation of the subdivision into the City of Grand Island.

7. **Easements**. Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

8. **Engineering Data**. All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty**. The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as COCO BEACH ONE SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns**. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

11. **Care and Maintenance.** Subdivider acknowledges and understands that at all times during the development process and at all times thereafter the property must be maintained in compliance with City Code including insuring that no grass, weeds, or worthless vegetation accumulates and that the property remains free and clear of any prohibited garbage, waste, rubbish or construction debris except for construction materials as allowed by law. Subdivider will ensure all contractors, subcontractors, current and subsequent owners, or successors and assigns are notified of their obligations to maintain the property as required by City Code.

Dated _____, 2026.

MIDLAND AG SERVICES, A Nebraska Cooperation, Subdivider

By: _____
Roger L. Luebbe, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger L. Luebbe, President of Midland Ag Services, A Nebraska Cooperation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2026-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2026-182

WHEREAS know all men by these presents, that Roger L. Luebbe, President of Midland Ag Services Inc. a Nebraska Cooperation, being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "COCO BEACH ONE SUBDIVISION", A Subdivision of land being part of tract of land recorded and described in Instrument Number 201201637 of the Hall County Register of Deeds Office and located in part of the North Half of the Northeast Quarter (N ½ , NE ¼) , Section 26, township eleven (11) North, Range Nine (9) west of the 6th P.M., Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, Nebraska Revised Statue; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of COCO BEACH ONE SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.k.

Subject: #2026-183 - Approving Final Plat for Garden Place 3rd Subdivision - Grand Island ETJ

Staff Contact: Chad Nabity, AICP

BACKGROUND: The site is 12.30 acres located east of Saint Paul Road and south of Airport Road, and is proposed to be reconfigured from two lots into 3 lots.

DISCUSSION: The final plat consists of 3 lots, with two lots fronting onto Airport Road and one lot fronting onto Saint Paul Road. The property is zoned M2: Heavy Manufacturing Zone. The plat as proposed meets the zoning requirements for approval.

This item was considered with the consent agenda at the July 1, 2026, Planning Commission meeting. The following is from the minutes of that meeting:

A motion was made by Ruge and second by Nelson to approve all items on the consent agenda.

The motion was carried with 8 members voting in favor (O'Neill, Nelson, Ruge, Monter, Simmerman, Robb, Ostermeier and Barnes) with no members voting no and no members abstaining and four members absent (Rainforth, Avery Goplin and Doane).

FISCAL IMPACT: No fiscal impact.

ALTERNATIVES: Approve the plat as submitted.
Approve the plat with modifications.
Deny the plat as submitted.

RECOMMENDATION: Approve the plat as submitted.

SAMPLE MOTION: Move to approve Resolution 2026-183

ATTACHMENTS:

1. Aerial Map
2. Plat
3. Application
4. Garden Place Third Subdivision
5. Resolution

PROPOSED SUBDIVISION
AERIAL MAP

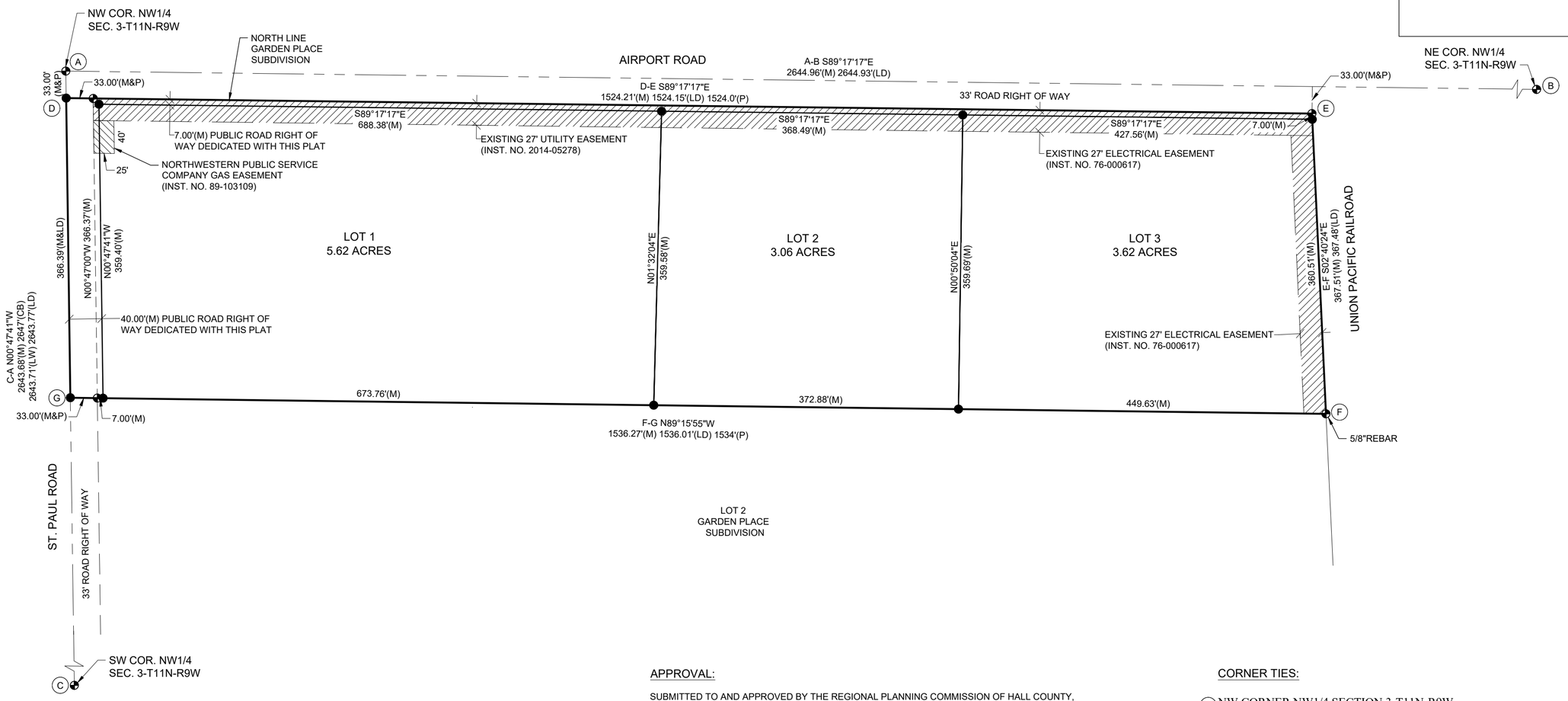


THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska

300

Feet

GARDEN PLACE THIRD SUBDIVISION
HALL COUNTY, NEBRASKA
FINAL PLAT



LEGAL DESCRIPTION: (INSTRUMENT NO. 202204508)

LOT 1 AND THE NORTHERLY 40 FEET OF LOT 2, GARDEN PLACE SUBDIVISION, HALL COUNTY, NEBRASKA. CONTAINS 12.87 ACRES, MORE OR LESS OF WHICH 0.57 ACRES, MORE OR LESS ARE NEWLY DEDICATED RIGHT OF WAY.

DEDICATION OF PLAT:

KNOW ALL MEN BY THESE PRESENTS, THAT CHRISTOPHER L. LAUTENSCHLAGER, MANAGER OF CL DEVELOPMENT, LLC, BEING THE OWNER OF THE LAND DESCRIBED HERE, HAS CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "GARDEN PLACE THIRD SUBDIVISION", HALL COUNTY, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

THIS _____ DAY OF _____, 2026.

_____
CHRISTOPHER L. LAUTENSCHLAGER, MANAGER, CL DEVELOPMENT, LLC

ACKNOWLEDGEMENT:

STATE OF NEBRASKA)
) SS
COUNTY OF HALL)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME THAT CHRISTOPHER L. LAUTENSCHLAGER, MANAGER OF CL DEVELOPMENT, LLC, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FORGOING "OWNER'S CERTIFICATE AND ACKNOWLEDGED THE EXECUTION THEREFORE TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ , _____ .

(SEAL) _____
NOTARY PUBLIC

APPROVAL:

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

THIS _____ DAY OF _____, 2026.

_____
CHAIRPERSON

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS _____ DAY OF _____, 2026.

_____
MAYOR

_____
CITY CLERK

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF COMMISSIONERS

THIS _____ DAY OF _____, 2026.

_____
CHAIRPERSON

_____
COUNTY CLERK

REPOSITORY STAMP

OWNERS: CL DEVELOPMENT, LLC
CHRISTOPHER L. LAUTENSCHLAGER

LAND SURVEYOR: JEO CONSULTING GROUP
NUMBER OF LOTS: 3

CORNER TIES:

(A) NW CORNER NW1/4 SECTION 3-T11N-R9W
FOUND A SURVEY SPIKE WITH AN ALUMINUM WASHER STAMPED "SCOTT PETERS LS 754 G.C.", AS RECORDED IN A SURVEY BY SCOTT PETERS PLS 754, DATED 09/11/2023, FLUSH WITH ASPHALT ROAD.

NE	45.50'	TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "PLS 754 SCOTT PETERS" FOUND IN THE NW FACE OF A POWER POLE (2' ABOVE GROUND)
ESE	97.99'	TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "PLS 754 SCOTT PETERS" FOUND IN THE TOP OF A WOOD POST FOR A TELEPHONE PEDESTAL
SW	44.33'	TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "PLS 754 SCOTT PETERS" FOUND IN THE NW FACE OF A CORNER FENCE POST (2' ABOVE GROUND)
NW	44.44'	TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "PLS 754 SCOTT PETERS" FOUND IN THE NE FACE OF A CORNER FENCE POST (3' ABOVE GROUND)
S	1'	TO THE CENTERLINE OF AN EAST-WEST ASPHALT ROAD
E	1'	TO THE CENTERLINE OF AN ASPHALT ROAD SOUTH

ON THE CENTERLINE OF A GRAVEL ROAD NORTH

(B) NE CORNER NW1/4 SECTION 3-T11N-R9W
FOUND A SURVEY SPIKE WITH AN ALUMINUM WASHER STAMPED "SCOTT PETERS LS 754 G.C.", AS RECORDED IN A SURVEY BY SCOTT PETERS PLS 754, DATED 09/11/2023, FLUSH WITH ASPHALT ROAD.

N	34.17'	TO A 1" ANGLE ROD FOUND 0.3' DEEP IN THE TOP OF A ROAD DITCH
ESE	132.87'	TO THE TOP NUT OF A FIRE HYDRANT
S	32.94'	TO A 1/2" OPEN TOP PIPE FOUND 0.1' DEEP IN THE TOP OF A ROAD DITCH
SW	41.62'	TO A MAG NAIL WITH AN ALUMINUM WASHER STAMPED "SCOTT PETERS PLS 754" FOUND IN THE NW FACE OF A POWER POLE (3' ABOVE GROUND)
N	1'	TO THE CENTERLINE OF AN EAST-WEST ASPHALT ROAD
E	35'	TO THE WEST EDGE OF A FIELD DRIVE SOUTH

(C) SW CORNER NW1/4 SECTION 3-T11N-R9W
FOUND A SURVEY SPIKE WITH AN ALUMINUM WASHER STAMPED "SCOTT PETERS LS 754 G.C.", AS RECORDED IN A SURVEY BY SCOTT PETERS PLS 754, DATED 09/11/2023, FLUSH WITH ASPHALT ROAD.

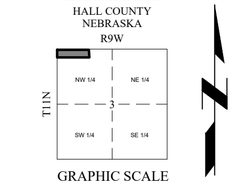
NE	52.97'	TO A NAIL FOUND IN THE WEST FACE OF A POWER POLE (2' ABOVE GROUND)
ESE	42.04'	TO THE NEAR FACE OF A NORTH METAL GATE POST
SSE	86.42'	TO A NAIL FOUND IN THE WEST FACE OF A WOOD POST FOR A TELEPHONE COMMUNICATION SIGN
SSW	85.12'	TO A NAIL FOUND IN THE SE FACE OF A WOOD POST FOR A TELEPHONE COMMUNICATION SIGN

ON THE CENTERLINE OF A NORTH-SOUTH ASPHALT ROAD

LEGEND

◓	MONUMENT FOUND
●	MONUMENT SET
○	CALCULATED POINT
G	GOVERNMENT DISTANCE
M	PLATTED DISTANCE
P	PLATTED DISTANCE
R	RECORDED DISTANCE
LD	RECORDED DISTANCE (LYLE DAVIS 10/04/2000)
LW	RECORDED DISTANCE (LEE WAGNER 09/24/2013)

VICINITY SKETCH



GRAPHIC SCALE
0 50 100 200

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

PROJECT NO. R261063
DATE 6/12/2026
DRAWN BY MLD
FILE NAME 261063.dwg
FIELD BOOK GRAND ISLAND #21
FIELD CREW BS/AM
SURVEY FILE NO. 2026-106

1 OF 1

Due to security concerns and incidents involving applicants receiving fraudulent spam emails requesting application fees, we are no longer including applications in the meeting packet.

If you would like to obtain a copy of an application, please submit a Public Information Request. Public Information Requests can be submitted online at www.grand-island.com/rpcapplication

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

GARDEN PLACE THIRD SUBDIVISION

Lots 1,2 and 3 Inclusive

In the jurisdiction of the City of Grand Island, Hall County Nebraska

The undersigned, CL DEVELOPMENT L.L.C. a Nebraska Limited Liability Company., hereinafter called the Subdivider, as owner of a tract of land in the jurisdiction of City of Grand Island, Hall County, Nebraska, more particularly described as follows:

> LOT 1 AND THE NORTHERLY 40 FEET OF LOT 2, GARDEN PLACE SUBDIVISION, HALL COUNTY, NEBRASKA. CONTAINS 12.87 ACRES, MORE OR LESS OF WHICH 0.57 ACRES, MORE OR LESS ARE NEWLY DEDICATED RIGHT OF WAY.;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as GARDEN PLACE THIRD SUBDIVISION, designating explicitly the land to be laid out and

particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said GARDEN PLACE THIRD SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving**. The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Airport Road and St. Paul Road where they abut the subdivision. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future paving district within or abutting the subdivision.

2. **Water**. Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply. The Subdivider waives the right to protest the creation, expansion, modification, or correction of any future water district within or abutting the subdivision.

Subdivider acknowledges that there is an outstanding assessment for Water Main District 466-T in the amount of $89,143.95 and that they will be required to make this payment or other payments assigned to the property through a board of equalization prior to tapping the water main.

3. **Sanitary Sewer**. Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation, expansion, modification, or correction of any future sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage**. The Subdivider agrees to provide and maintain positive drainage from all lots in a manner consistent with the historic drainage patterns across the property. If the Subdivider fails to grade and maintain such drainage the City or County may create a drainage district to perform such work. In the event the subdivider wishes to make substantial changes to the drainage they shall submit a drainage plan for approval by the Director of Public Work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

Any redevelopment of this area may require additional credits, additional drainage provisions and compliance with the current code at the time of redevelopment.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Airport Road and St. Paul Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island and plans as approved with the issuance of a building permit.

7. Annexation. The Subdivider agrees to waive the right to protest the annexation of the subdivision into the City of Grand Island.

8. **Easements**. Any easements shall be kept free of obstructions, and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless

vegetation or nuisance shall run with the land.

9. **Engineering Data**. All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

10. **Warranty**. The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as GARDEN PLACE THIRD SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

11. **Successors and Assigns**. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

12. **Care and Maintenance.** Subdivider acknowledges and understands that at all times during the development process and at all times thereafter the property must be maintained in compliance with City Code including insuring that no grass, weeds, or worthless vegetation

accumulates and that the property remains free and clear of any prohibited garbage, waste, rubbish or construction debris except for construction materials as allowed by law. Subdivider will ensure all contractors, subcontractors, current and subsequent owners, or successors and assigns are notified of their obligations to maintain the property as required by City Code.

Dated _____, 2026.

CL DEVELOPMENT, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, Subdivider

By: _____
Christopher L. Lautenschlager, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christopher L. Lautenschlager, Manager of CL Development, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
Jill Granere, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2026, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2026-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

_____
Notary Public

My commission expires: _____

R E S O L U T I O N 2026-183

WHEREAS know all men by these presents, that Christopher L. Lautenschlager, Agent of CL Development, LLC, being the owner of the land, described hereon, have caused same to be surveyed, subdivided, platted and designated as "GARDEN PLACE THIRD SUBDIVISION", A Lot 1 and the northerly 40 feet of Lot 2, Garden Place Subdivision, Hall County, Nebraska.

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, Nebraska Revised Statue; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of GARDEN PLACE THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.I.

Subject: #2026-184 - Approving 2026 - 2027 VOCA Grant Award

Staff Contact: Police Chief Kevin Denney

BACKGROUND:

The Grand Island Police Department applied and was granted the 2026-2027 Victims of Crime Act (VOCA) grant in the amount of $74,000.00 from the Nebraska Commission on Law Enforcement and Criminal Justice. This is a one-year grant . There is a $18,500.00 city match again (cash and in-kind) for this grant however in the past, the City of Grand Island has met all match requirements to the program. The program period for this grant is from 07-01-2026 to 06-30-2027.

DISCUSSION:

A requirement for acceptance of the grant is that the Federal Subaward, NCC General Terms, and the Federal Special Conditions & Certifications documents are signed by the Mayor. The Grand Island Police Department is requesting that the listed grant paperwork be signed for the acceptance of the award.

FISCAL IMPACT: The VOCA grant helps cover 55% of the Program Coordinator's and the Program Advocate's salary.

ALTERNATIVES:

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

1. Move to approve
2. Postpone the issue to future date, resulting in forfeit of fundings
3. Take no action on the issue, resulting in forfeit of funding

RECOMMENDATION: City Administration recommends that the Council approve the Grant

Award and accept the SFY 2027 VOCA grant funding in the amount of $74,000.00.

SAMPLE MOTION:

Move to approve and accept the 2026-2027 Victims of Crime Act (VOCA) grant award for the period beginning 07-01-2026 to 06-30-2027.

ATTACHMENTS:

1. VOCA Grant Award
2. Application
3. Certified Assurances
4. Resolution

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NEBRASKA
Good Life. Great Service.
COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

FEDERAL SUBAWARD

Federal Awarding Agency & Division: Office of Justice Programs – Office for Victims of Crime		
Federal Program: OVC FY23 Victim Assistance Formula Grant		
Federal Award Number: 15POVC-23-GG-00454-ASSI	**Date Of Federal Award:** 8/23/2023	**Federal Award Amount:** $8,229,125.00
AL#: 16.575 - Crime Victim Assistance		
Pass-Through Entity: Nebraska Commission on Law Enforcement and Criminal Justice ("NCC")		

Subrecipient Name and Address: City of Grand Island 100 East 1 st Street Grand Island, NE 68801-6023			**NCC Point of Contact Information:** Shealyn Warrick Shealyn.warrick@nebraska.gov 402-471-3710	
Subaward Number: 104-2027-23VA-1040			**Date Of Subaward:** 7/1/26	
Subaward Amount:	**Federal Share:** $ 74,000	**Required Match:** $ 18,500	**Total Project Cost:** $ 92,500	**Indirect Cost Rate:** 0%
Subgrantee UEI Number: TFRZHNGNBF43			**State of NE Address Book Number:** 574074	
Subaward Period of Performance: 07-01-2026 To 06-30-2027			**Subaward Budget Period:** 07-01-2026 To 06-30-2027	
Waivers Applied: ☐Match ☐Volunteer			**Research & Development (R&D) Award:** ☐Yes ☒No	
Project Description: To provide direct services to victims of crime.				
Statutory Authority For Grant: 34 USC 20103(a)				
Special Terms and Conditions: The above grant project is approved subject to such terms, conditions or limitations as are set forth on the attached pages: Attachment A: Nebraska Crime Commission General Terms – Grant Agreements – Federal Funds Attachment B: Special Conditions & Certifications				

Total Amount of Federal Award Obligated to the Subrecipient by the Pass-through Entity (2 CFR 200.332(b)(1)(ix)) **Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-through Entity, Including Current Financial Obligation** (2 CFR 200.332(b)(1)(viii))				
Federal Source(s)	**Budget Period 7/1/2024-6/30/2025**	**Budget Period 7/1/2025-6/30/2026**	**Budget Period 7/1/2026-6/30/2027**	**Total Federal Award Obligated**
FY2023 VOCA AL #: 16.757	$90,000	$72,000	$ 74,000	**$236,000**

Approved Budget	
The approved project budget for Subgrantee implementation in the grant management system is to be followed. Subgrantee assumes responsibility for managing funds in a manner consistent with the Grant Agreement to assure proper and efficient administration of the award. The accounting practices of the Subgrantee must be consistent with any applicable cost principles and support the accumulation of costs as required by the principles. Subgrantee must provide for adequate documentation to support costs charged to the award. Subgrantee may not earn or keep any profit resulting from financial assistance, unless explicitly authorized by the terms and conditions of the Grant Agreement.	
Type of Payment	**Payment Request Schedule**
Cost Reimbursement	**Quarterly**
Payment shall be made under this Grant Agreement as consistent with all applicable federal and state statutes, regulations, and policies.	Subgrantee shall submit requests for payment to Nebraska Crime Commission on the schedule identified above. Upon request by NCC, Subgrantee shall submit supporting documentation sufficient to verify all claimed costs and to support payment.

Budget Changes

Subgrantee is required to report deviations from the approved budget and request prior approvals from Nebraska Crime Commission for budget revisions, in accordance with this section.
Subgrantee is permitted to revise the approved budget from one line item to another line item, provided the revision does not exceed the total grant award for the current period of performance and does not exceed a 10-percentage shift between the currently approved budget line items within the same budget category.
Subgrantee must request prior approval from NCC for any of the following:

1. Budget revisions exceeding the identified percentage above the current approved budget lines items; or
2. The addition of new line items to the budget; or
3. Funds reassigned between budget categories in the budget; or
4. Changes to cost-sharing or matching amounts in the budget.

Budget revision requests shall be submitted in writing to Nebraska Crime Commission via Euna. Nebraska Crime Commission will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt. Modifications to the budget inconsistent with the Grant Agreement purpose or Grant Funding are unallowable. Expenses incurred prior to receiving Nebraska Crime Commission written approval may be deemed, at NCC's sole discretion, unauthorized for payment.

Indirect Costs

Indirect costs are authorized on this award. Indirect costs may be charged at the approved negotiated rate to this Grant Agreement per the approved Grant Budget. Approved indirect charges, including any negotiated indirect cost rates, are listed in the approved budget. Unrecovered indirect cost means the difference between the amount charged to the award and the amount which could have been charged to the award under the Grantee's approved negotiated indirect cost rate. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be payable or included as part of cost sharing or matching only with the prior written approval of Nebraska Crime Commission.

Cost Sharing or Matching

Cost sharing or matching is required on this award. Cost sharing or matching must be at least 20 percent.
Cost sharing or matching must be listed on the Grant Budget and follow all requirements of the funding source listed in the Grant Funding, as consistent with 2 CFR § 200.306, or other applicable law. Subgrantee must submit financial reports and maintain records which clearly show the source, amount, and timing of all costs shared or matched contributions.

Program Income

Any program income disclosed in the application budget shall be handled under the Addition method, as consistent with 2 CFR § 200.307 or other applicable law. If subgrantee does not have prior approval from NCC to generate income, any income generated shall be handled under the Deduction method.

Scope of Work
The work plan includes the activities approved for subgrantee implementation. Subgrantee is required to immediately notify Nebraska Crime Commission in writing of any deviations from project scope or objective and request prior approvals from Nebraska Crime Commission for project revisions, in accordance with this section. Subgrantee must request prior approval from Nebraska Crime Commission for any of the following: 1. Any change in the scope or the objective of the project, regardless of associated budget revisions. 2. Any change in a key position specified in the Grant Agreement. 3. The disengagement from the project for more than three (3) months, or a twenty-five (25) percent reduction in time devoted to the project. 4. The subawarding, transferring or contracting out of any work not already described in the work plan. This provision does not apply to the acquisition of supplies, material, equipment or general support services. 5. Identification of a need for additional funds to complete the project. Work plan revision requests shall be submitted in writing to the Nebraska Crime Commission. Nebraska Crime Commission will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt. Modifications to the work plan inconsistent with the Grant Agreement purpose or Grant Funding are unallowable. Expenses incurred prior to receiving Nebraska Crime Commission written approval may be deemed, at Nebraska Crime Commission's sole discretion, unauthorized for payment.

SIGNATURES			
IN WITNESS HEREOF, the parties hereto have duly executed this Grant Agreement, and each individual signing below certifies that he or she has the authority to legally bind the party to this Grant Agreement. All parties are consenting to the use of the electronic signature and electronic transaction; the user is responsible for the security of the electronic signature, preventing its disclosure to others; any filings or other documents endorsed with the electronic signature shall be presumed to be legally valid and enforceable. Parties understands by including the electronic signature with the document, the signer is legally validating the document with which the electronic signature is associated.			
For Nebraska Crime Commission		**For Subgrantee**	
Drew Bigham Interim Executive Director		**Roger Steele** Mayor	
APPROVING OFFICIAL SIGNATURE: Signed by: Drew Bigham 0DD0AEE5DD2A40D...	**DATE:** 7/1/2026	**AUTHORIZED OFFICIAL SIGNATURE:**	**DATE:**

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NCC GENERAL TERMS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

This Attachment applies to Grant Agreements for which NCC has awarded funds from the United States government. Under federal law, this is a Subaward. Any state funds that may also be awarded in the Grant Agreement shall follow the same requirements set forth herein. This subaward is subject to the standard conditions outlined in the applicable solicitation, grant application and the signed Certified Assurances. In addition, the subrecipient must comply with the Nebraska Commission on Law Enforcement and Criminal Justice (NCC) Guidelines and the following special conditions.

This Attachment cites the Uniform Grant Guidance, 2 CFR Part 200 Uniform Guidance, which applies to awards from the United States Department of Justice (DOJ).

Definitions

For the purposes of this Attachment, "Federal Funding Agency" means the United States government agency providing funding for the Grant Agreement.

For the purposes of this Attachment, "Grant Agreement" is synonymous with "Subaward" and "Subgrantee" is synonymous with "Subrecipient," as defined in 2 CFR § 200.1.

Further, unless otherwise specified herein, the definitions in 2 CFR § 200.1 shall apply to all terms used herein.

General Terms

1. AMENDMENT. The Grant Agreement may be modified only by written amendment executed by both parties (NCC and Subgrantee). No alteration or variation of the terms of the Grant Agreement shall be valid unless made in writing and signed by the parties. Notwithstanding the above, NCC may add additional funding as specifically set forth in the paragraph entitled "Award of Additional Funding" in the terms.

2. ASSIGNMENT. Subgrantee shall not assign or transfer any interest, rights, or duties under the Grant Agreement to any person, firm, or corporation without prior written consent of NCC. In the absence of such written consent, any assignment, or attempt to assign, shall constitute material noncompliance with the Grant Agreement.

3. AUTHORIZED REPRESENTATIVE. Subgrantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The subgrantee will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

4. CONFIDENTIALITY.
   - 4.1. Any and all confidential or proprietary information gathered in the performance of the Grant Agreement, either independently or through NCC, shall be held in the strictest confidence and shall be released to no one other than NCC without the prior written authorization of NCC; provided, however, that contrary provisions in the Grant Agreement shall be deemed to be authorized exceptions to this general confidentiality provision.
   - 4.2. The confidentiality procedures of Subgrantee shall be in writing and must be maintained in accordance with this section.
   - 4.3. For purposes of this section, "confidential or proprietary information" means any information subject to any legal restriction governing its use or disclosure.

   Source: Various statutes as may apply to the particular information being gathered.

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NCC GENERAL TERMS – GRANT AGREEMENTS
FEDERAL FUNDS – SUBAWARDS

5. COMPLIANCE WITH CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY LAW.
   5.1. Subgrantee shall comply with all applicable local, state, and federal laws regarding civil rights, including, but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000(d) *et seq*.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq*.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq*.; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq*.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
   5.2. Violation of the above statutes and regulations shall constitute material noncompliance with the terms of the Grant Agreement, and may result in any of the remedies set forth in the Remedies for Noncompliance section herein, or any other remedy available under law.
   5.3. To comply with law, including, but not limited to, Neb. Rev. Stat. § 48-1122, Subgrantee shall insert a similar provision to subsection 4.1 into all subawards and contracts under the Grant Agreement.
   5.4. *Training*. Subgrantee Project Point of Contact and the Civil Rights Compliance Officers must provide evidence of having completed Civil Rights training provided on the NCC training portal at least once during the period of performance of the award. All new Project Point of Contact must complete the training program within one hundred and twenty (120) days of their start date. At the end of the online quiz, the Project Point of Contact should retain verification of completion in the grant file. The Project Point of Contact and the Civil Rights Compliance Officer should complete this training annually. Verification of the training must be retained in the personnel files.
      5.4.1. To be in compliance with NCC's training requirement on Civil Rights, subrecipient agencies must train other staff members by using the Office of Civil Rights training program or another training program that includes information on Civil Rights compliance. Project Point of Contact is responsible for maintaining documentation showing that staff members completed the required Civil Rights training annually.

   Source: Statutes and regulations cited above.

6. DOCUMENTS INCORPORATED BY REFERENCE. All references in the Grant Agreement to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards or procedures to be followed by Subgrantee in discharging its obligations under the Grant Agreement, shall be deemed incorporated by reference and made a part of the Grant Agreement with the same force and effect as if set forth in full text herein.

7. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Grant Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute noncompliance with the Grant Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the Grant Agreement, which are reasonably related to the Force Majeure Event, shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees shall not be considered a Force Majeure Event, and shall not suspend any requirements under the Grant Agreement.

8. GOVERNING LAW.
   8.1. Notwithstanding any other provision of the Grant Agreement, or any amendment or Attachment entered into contemporaneously or at a later time, the parties understand and agree that: (1) the State of Nebraska is a sovereign state and NCC' authority to subaward is therefore subject to limitation by Nebraska's Constitution, statutes, common law, and regulations; (2) the Grant Agreement shall be interpreted and enforced under the laws of Nebraska, except where preempted by federal law; (3) any action to enforce the provisions of the Grant Agreement must be consistent with federal and state law; (4) the person signing the Grant Agreement on behalf of NCC does not have the authority to waive Nebraska's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the

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NCC GENERAL TERMS – GRANT AGREEMENTS
FEDERAL FUNDS – SUBAWARDS

Grant Agreement, if any, are entered into subject to Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and (6) all terms of the Grant Agreement, including, but not limited to, any 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 Grant Agreement are entered into specifically subject to Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.

8.2. The parties shall comply with all applicable federal, state, and local laws in the performance of the Grant Agreement, and with all terms and conditions established by the Federal Funding Agency in the applicable Terms and Conditions of the federal Notice of Award. Legal obligations required hereunder include, but are not limited to, 2 CFR Part 200, all statutes and regulations specific to the funds involved, and all applicable confidentiality and privacy statutes and regulations, current and as amended.

9. INDEMNIFICATION.
   9.1. Subgrantee shall defend, indemnify, hold, and save harmless NCC 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 NCC, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Subgrantee, its employees, consultants, representatives, and agents, except to the extent such Subgrantee's liability is attenuated by any action of NCC that directly and proximately contributed to the claims.
   9.2. NCC's liability is limited to the extent provided by the Nebraska State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209 to 81-8,235, the Nebraska State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302 to 81-8,306, the Nebraska State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294 to 81-8,301, and any other applicable provisions of law. NCC does not assume liability for the actions of its subrecipients.
   9.3. Notwithstanding the above, if Subgrantee is a local governmental agency or political subdivision of the State of Nebraska, nothing in the Grant Agreement 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 the Grant Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors, assigns, or by third persons shall be determined according to applicable law.

10. INDEPENDENT ENTITY. Subgrantee is an independent entity and neither it nor any of its employees shall, for any purpose, be deemed employees of NCC. Subgrantee shall employ and direct such personnel as it requires to perform its obligations under the Grant Agreement, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability, and other federal, state, county, and municipal laws, ordinances, rules, and regulations required of an employer completing work as contemplated by the Grant Agreement.

11. INTEGRATION. The written Grant Agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in the Grant Agreement.

12. ORDER OF PREFERENCE.
   12.1. Unless otherwise specifically stated in an amendment to the Grant Agreement, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:
      1. Amendments to the Grant Agreement, with the most recently dated amendment having highest priority;
      2. The Grant Award Agreement, including any attachments, with the following attachments in order of preference: Attachment B and Attachment C- Special Conditions & Certified Assurances, Attachment A NCC General Terms – Grant Agreements – Federal Funds; and

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3. All other attachments to the Grant Award Agreement.

12.2. These documents constitute the entirety of the Grant Agreement. Any ambiguity or conflict in the Grant Agreement discovered after its execution and not otherwise addressed herein, shall be resolved in accordance with the rules of interpretation as established in the State of Nebraska, unless other rules are set forth pursuant to federal law.

13. NOTICES. Notices shall be in writing and shall be effective upon mailing or e-mailing. All deliverables and required reports shall be electronically sent to the NCC Grant Manager designated under the applicable Grant Agreement. Written notices, such as notices of termination, shall be mailed or e-mailed to the NCC Grant Manager, and to the NCC Grants email at ncc.grant@nebraska.gov.

NOTICES

NCC	Subgrantee
Individual designated as NCC Grant Manager AND Nebraska Crime Commission 301 Centennial Mall South Lincoln, NE 68509 NCC.Grant@nebraska.gov	Unless otherwise provided in the Work Plan, the designated contact for the Subgrantee is the same individual executing the Grant Agreement on behalf of the Subgrantee.

Subgrantee shall provide a Notices contact to NCC in writing at the time the Grant Agreement is executed. Unless otherwise specified in writing to NCC, the individual who executes the Grant Agreement on behalf of the Subgrantee will be the Notices contact.

14. SEVERABILITY. If any term or condition of the Grant Agreement 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 Grant Agreement did not contain the particular provision held to be invalid.

15. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of the Grant Agreement, including, but not limited to, those provisions that specifically mention survival, survive the expiration or termination of the Grant Agreement.

Grant Monitoring

16. CLOSEOUT AND POST-CLOSEOUT.

16.1. *Closeout.* The following closeout procedures apply to the Grant Agreement at the end of each Period of Performance:

16.1.1. Subgrantee shall follow all invoicing and liquidation requirements contained in the Grant Agreement, subrecipient guidebook, and as directed by NCC;

16.1.2. Consistent with the terms of the federal award, and after all reports are received, NCC shall make any necessary adjustments upward or downward in the federal share of costs;

16.1.3. NCC shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of the Grant Agreement;

16.1.4. Final reimbursement request reflecting the total grant expenditures and amount reimbursed is due no later than 45 days from the end of the performance period; and

16.1.5. Subgrantee shall immediately notify NCC of any unobligated award balances.

16.2. *Post-Closeout Adjustments and Continuing Responsibilities*. The closeout of the Grant Agreement does not affect any of the following:

16.2.1. The right of NCC to disallow costs and recover funds on the basis of a later audit or other review. NCC shall make any cost disallowance determination and notify Subgrantee

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within the record retention period;

16.2.2. The obligation of Subgrantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.2.3. Audit requirements in 2 CFR Part 200 Subpart F;

16.2.4. As applicable, property management and disposition requirements in 2 CFR §§ 200.310 through 200.316; and

16.2.5. Records retention, as required in the Access to Records section herein.

16.3. After closeout of the federal award, a relationship created under the federal award may be modified or ended in whole or in part with the consent of NCC and Subgrantee, provided the responsibilities of Subgrantee referred to above, including those for property management, as applicable, are considered and provisions made for continuing responsibilities of Subgrantee, as appropriate.

Source: 2 CFR § 200.332(a)(6); 2 CFR § 200.344; 2 CFR § 200.345; other regulations cited above.

17. DOCUMENTATION. The subgrantee agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The subgrantee understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The subgrantee agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

18. MONITORING. Subgrantee agrees to cooperate with NCC monitoring to ensure compliance with US DOJ Grants guidelines, NCC guidelines, and OJP guidelines, protocols and procedures. Subgrantee agrees to cooperate with NCC (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. Subgrantee agrees to provide NCC all documentation necessary for NCC to complete the monitoring tasks, including documentation related to any subawards made under this award upon request at no cost. Further, Subgrantee agrees to abide by reasonable deadlines set out by NCC for providing the requested documents. Failure to cooperate with NCC monitoring activities may result in actions that affect the recipient's NCC awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the NCC designation of High-Risk grantees, or termination of an award(s).

19. REMEDIES FOR NONCOMPLIANCE.

19.1. NCC may, if Subgrantee fails to comply with federal statutes, regulations, or with the terms of the Grant Agreement:

19.1.1. Impose any of the specific conditions listed in 2 CFR § 200.208;

19.1.2. Temporarily withhold any payments pending the correction of the deficiency by Subgrantee;

19.1.3. Disallow all or part of the cost of the activity or action not in compliance;

19.1.4. Wholly or partly suspend or terminate the Grant Agreement (*see* Termination section herein);

19.1.5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and/or

19.1.6. Take any other remedies that may be legally available.

19.2. If NCC imposes items 19.1.3, 19.1.4, or 19.1.6, above, NCC may withhold future payments or seek repayment to recoup costs paid by NCC.

19.3. *Corrective Action Plan.* If Subgrantee fails to fulfill the Grant Work Plan attached to the Grant Agreement, NCC may require Subgrantee to complete a Corrective Action Plan (hereinafter, "CAP").

19.3.1. NCC shall set a deadline for the CAP to be provided to NCC, but shall provide Subgrantee reasonable notice of said deadline. In its notice, NCC shall identify each issue to be resolved.

19.3.2. The CAP shall include, but is not limited to, a written response noting the steps being taken by Subgrantee to resolve each issue(s), including a date that the issue(s) will be resolved.

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19.3.3. If Subgrantee fails to provide a CAP by the deadline set by NCC, or fails to provide NCC with a CAP demonstrating how the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), NCC may withhold payments (for the work or deliverables) related to the issues identified by NCC, or exercise any other remedy set forth in the Grant Agreement or available under law.

19.4. *Breach of Grant Agreement.* NCC may terminate the Grant Agreement, in whole or in part, if Subgrantee fails to perform its obligations under the Grant Agreement in a timely and proper manner. NCC may, by providing a written notice to Subgrantee, allow Subgrantee to cure a breach within a period of thirty (30) days or longer at NCC' discretion, upon considering the gravity and nature of the breach. Said notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Allowing Subgrantee time to cure a breach does not waive NCC' right to immediately terminate the Grant Agreement for the same or a different breach at a different time.

19.4.1. NCC' failure to make payment shall not be a breach, and the Subgrantee shall retain all available statutory remedies and protections.

19.5. Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

Source: 2 CFR § 200.339.

20. TERMINATION.

20.1. The Grant Agreement may be terminated, in whole or in part, as follows:

20.1.1. NCC may terminate the Grant Agreement if Subgrantee fails to comply with the terms of the Grant Agreement; for cause; or as otherwise set forth in this Attachment, applicable law, or the Grant Agreement.

20.1.2. Subgrantee may terminate the Grant Agreement upon sending written notification to NCC setting forth the reasons for such termination, the effective date of termination, and in the case of partial termination, the portion to be terminated. However, if NCC determines, in the case of partial termination, that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the federal award was made, NCC may terminate the Grant Agreement in its entirety. In either case, the effective date shall be as provided by Subgrantee as consistent with the period set forth in the Grant Agreement.

20.1.3. NCC and the Subgrantee may mutually agree to terminate the Grant Agreement; however, the two parties must agree, in writing, upon the termination conditions, including the effective date, and in case of partial termination, the portion to be terminated.

20.2. All notices of termination must be consistent with 2 CFR § 200.340 and shall provide a notice period and effective date of termination as set forth in the Grant Agreement.

20.3. In addition to the procedures set forth in the Closeout and Post-Closeout section herein (if applicable), if the Grant Agreement is terminated by Subgrantee, or by NCC for any reason, including, but not limited to, as set forth in the Remedies for Noncompliance section herein, Subgrantee shall not incur new obligations after the notice of termination of the Grant Agreement, and shall cancel as many outstanding obligations as possible. NCC shall give full credit to Subgrantee for the federal share of noncancelable obligations properly incurred by Subgrantee prior to termination, and costs incurred on, or prior to, the termination date.

Source: 2 CFR § 200.340.

Subgrantee Duties

21. ACCESS TO RECORDS.

21.1. Subgrantee shall provide access to NCC, or its authorized representative, to any documents, papers, or other records pertinent to the Grant Agreement, in order to make audits, examinations, excerpts and transcripts. Subgrantee shall provide the same access to the Federal Funding Agency, the Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. These rights also include timely and reasonable access to

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Subgrantee's personnel for the purpose of interview and discussion related to such documents, papers, or other records. These rights are not limited to the retention periods included herein, but continue as long as the records are retained by Subgrantee.

21.2. Subgrantee shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to the Grant Agreement, for five (5) years from the date of submission of the final expenditure report.

21.3. In addition to the foregoing retention periods, all records must be retained as specified in 2 CFR § 200.334(a)-(f), as applicable. This includes, but is not limited to, if any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Source: 2 CFR §§ 200.334 through 200.338; Nebraska Records Retention and Disposition Schedule 124, Section 63 - Grant Records; Other statutes and regulations may also apply.

22. ACKNOWLEDGEMENT OF FUNDING.

22.1. Subgrantee shall comply with any requirement regarding publications contained herein, with the applicable federal Notice of Award, and with other applicable law.

23. AUDIT AND ACCOUNTING RESPONSIBILITIES.

23.1. Subgrantee shall comply with all applicable federal audit requirements, including, but not limited to, those in 2 CFR Part 200 Subpart F. An audit required by these regulations must be prepared and issued by an independent auditor in accordance with generally accepted government auditing standards. A copy of the audit is to be made electronically available or sent to:

Justice and Youth Programs Division **Nebraska Crime Commission**
NCC.Grant@Nebraska.gov

23.2. Subgrantee shall comply with the requirements in 2 CFR §§ 200.508 through 200.512, as applicable, including, but not limited to, the following responsibilities: (a) procure or otherwise arrange for the audit required by 2 CFR Part 200 Subpart F Part 75, in accordance with 2 CFR § 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR § 200.512; (b) prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR § 200.510; (c) promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR § 200.51; and (d) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part 200 Subpart F.

23.3. In addition to, and in no way in limitation of, any obligation in the Grant Agreement, Subgrantee shall be liable for audit exceptions and shall return to NCC all payments made under the Grant Agreement for which an exception has been taken or that has been disallowed because of such an exception, upon demand from NCC.

23.4. Subgrantee shall maintain its accounting records in accordance with generally accepted accounting principles. NCC reserves the right to require Subgrantee to submit required financial reports on the accrual basis of accounting. If Subgrantee's records are not normally kept on the accrual basis, Subgrantee is not required to convert its accounting system, but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

23.5. Subgrantee must adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted by the DOJ and supplemented in 2 C.F.R. Part 2800.

23.6. Subgrantee shall implement and maintain an accounting system which accurately reflects income received expenditures, and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be

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maintained, to include match.

23.7. Any award with matching funds, both cash or in-kind, must document match in the agency's accounting system. Match need not be applied at the exact time or in the required proportion to the obligation of Federal funds. However, 50% of the match must be met by the end of the first 6 months of the budget year and the full matching share must be obligated by the end of the project period.

23.8. A private non-profit agency awarded funds shall have two (2) members of the Board of Directors review, on a quarterly basis, all expenditures for the agency. Board minutes shall reflect this review and be provided upon request.

23.9. If at any time an impropriety is found in the accounting or use of any funds received by the subrecipient (at any tier), the Crime Commission must be notified immediately and informed about how the agency will address the problem.

23.10. Subgrantee will maintain time records that comply with the DOJ Financial Guide to clearly document the hourly activity of each grant funded or match funded position to show the actual percentage of time charged to the funding source. Records will be maintained by the subrecipient to document any differences between budgeted and actual federal and match personnel grant costs. Timesheets for grant devoted positions should include the signature of the employee and their supervisor. Volunteer positions used as match are to be documented and, to the extent feasible, supported by the same methods used for employees.

23.11. Office of Justice Program Financial Guidelines and Federal and/or State guidelines must be followed for the purchase of equipment and/or services and for the property management or disposal of equipment purchased with Federal funds. Property records for equipment purchased must be maintained which include a description, serial number, source, title holder, acquisition date, cost, percentage of federal dollars funded, location, and use and condition of the equipment. Subgrantee must adhere to written procurement procedures. If the agency does not have these, they should defer to the State's procurement guidelines.

Source: 2 CFR Part 200 Subpart F.

24. CONFLICTS OF INTEREST.

24.1. In the performance of the Grant Agreement, Subgrantee shall avoid all conflicts of interest and all appearances of conflicts of interest. Subgrantee shall not acquire an interest, either directly or indirectly, that will conflict in any manner or degree with performance, and shall immediately notify NCC in writing of any such instances encountered.

24.2. If the Grant Agreement involves funds from the EPA, Subgrantee shall comply with subsection 23.1, above, as consistent with the EPA's Final Financial Assistance Conflict of Interest Policy, available at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy.

24.3. If the Grant Agreement involves ESG funds from HUD, Subgrantee must also follow 24 CFR § 576.404, as applicable.

Source: 2 CFR § 200.112.

25. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

25.1. *Data.* Except as may be otherwise provided in the federal Notice of Award, NCC shall own all rights in data resulting from the Grant Agreement. The Federal Funding Agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under the Grant Agreement, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

25.2. *Copyright.* As consistent with federal law, Subgrantee may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the work performed under the Grant Agreement without written consent from NCC. NCC and any Federal Funding Agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrightable material for federal or state government purposes.

25.3. *Patent.* All patent rights under the Grant Agreement shall be as set forth in the clauses contained in 37 CFR § 401.14, and consistent with all other applicable federal law.

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25.4. This section shall survive termination or expiration of the Grant Agreement.
Source: 2 CFR § 200.315; federal Notices of Award (as applicable).

26. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Subgrantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Subgrantee certifies that it is registered with the System for Award Management (SAM) (https://www.sam.gov), in good standing, and that it shall maintain annual certification in accordance with Federal Acquisition Regulations. Failure to comply with this section, including maintaining good standing with SAM, may result in withholding of payments or immediate termination of the Grant Agreement.
    26.1. If at any time during the grant period the subgrantee, or one of its serving Board members, is barred from doing business with the Federal Government, the NCC shall be notified by the subgrantee in writing.
    26.2. The misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from NCC grants, recoupment of money provided under an award, and civil and/or criminal penalties.

    Source: 2 CFR § 200.214; 2 CFR Part 180.

27. DISCRIMINATION AND HARASSMENT POLICY. Subgrantee must read in its entirety the Crime Commission Operating Instruction Number 42, Discrimination and Harassment Policy and Complaint Procedures for the Nebraska Crime Commission and Sub-grant Recipients, as posted on the Crime Commission website prior to signing the Special Conditions.
    27.1. Subgrantee must notify employees and clients, customers, and program participants of prohibited discrimination and the procedures for filing a complaint of discrimination.
    27.2. Subgrantee must have a procedure in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.

28. DRUG-FREE WORKPLACE. Subgrantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Subgrantee shall provide a copy of its drug-free workplace policy at any time upon request by NCC.

    Source: State of Nebraska Drug-Free Workplace Policy.

29. GRANT MANAGEMENT.
    29.1. Subgrantee must use the NCC grant management system and must abide by the approved budget in the grant management system.
    29.2. Subgrantee must comply with the NCC Subrecipient Grant Management Guidebook and any subsequent changes made during the period of performance. The most current guidebook can be found at: https://ncc.nebraska.gov
    29.3. Subgrantee must comply with DOJ Grants Financial Guidebook and any subsequent changes made during the period of performance.
    29.4. Grant Management Training Requirements
        29.4.1. Subgrantee Project Point of Contact (PPOC) and the Financial Point of Contact (FPOC) will complete Grant Management Training (GMT) sponsored by the NCC. GMT can be accessed through the NCC Training Portal.
        29.4.2. PPOCs or FPOCs that have not previously attended are required to complete the Grant Management Training within 120 days from the beginning of the project period. Any new PPOCs or FPOCs will be required to complete the training within 120 days from the effective date of taking over the position. All PPOCs and FPOCs are required to complete the training every three years. At the discretion of the NCC, failure to comply with this condition may result in an immediate suspension of award funds with a potential for a denial of expense incurred; adjustments being made to the subgrantee's OAT monitoring tier; and/or a denial of expenses incurred until training compliance is met.
    29.5. Civil Rights Training: See section 5.4.
    29.6. Subrecipient agrees to comply with any additional requirements that may be imposed as a result

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of grant performance.

29.6.1. If at any time during the grant period the subgrantee, or one of its serving Board members, is barred from doing business with the Federal Government, the Crime Commission shall be notified by the subgrantee in writing.

29.6.2. The misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from Crime Commission grants, recoupment of money provided under an award, and civil and/or criminal penalties.

29.7. Reporting: Subgrantees shall submit activity reports and financial reports electronically as prescribed by operating instructions and/or as required by the state or federal funding entity, and through any applicable grant management system.

30. HUMAN TRAFFICKING PROVISIONS. Subgrantee shall comply with and be subject to the requirements of the Trafficking Victims Protection Act of 2000, 22 USC § 7101 *et seq*. and comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

30.1. Subgrantee, its employees, any subrecipients Subgrantee may subaward under the Grant Agreement, and such subrecipients' employees, may not engage in—

30.1.1. Severe forms of trafficking in persons during the period of time that the subaward is in effect;

30.1.2. Procurement of a commercial sex act during the period of time that the subaward is in effect; or

30.1.3. Use of forced labor in the performance of the Grant Agreement; and

30.1.4. Acts that directly support or advance trafficking in persons, including acts such as:

30.1.4.1. Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);

30.1.4.2. Without legally-sufficient justification as determined by OJP, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;

30.1.4.3. Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;

30.1.4.4. Charging recruited employees placement or recruitment fees; or

30.1.4.5. Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

Source: 22 USC § 7101 *et seq*., federal Notices of Award (as applicable).

31. INSURANCE.

31.1. Subgrantee shall not commence work under the Grant Agreement until it has obtained: (1) any and all insurance coverage required by law, including, but not limited to, 2 CFR § 200.310, or by the federal award; and (2) any and all insurance coverage at levels adequate to protect Subgrantee and any contractor or subrecipient from claims for liability arising out of work performed under the Grant Agreement, whether such work is performed by Subgrantee or by any contractor or subrecipient or by anyone directly or indirectly employed by any of them. Such coverage may include, but is not limited to, commercial general liability, commercial automobile liability, umbrella/excess liability, workers' compensation and employer's liability, medical malpractice liability, professional liability, commercial crime, cyber liability, and pollution liability

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insurance coverage.

31.2. Subgrantee shall maintain all insurance coverage required under this section throughout the life of the Grant Agreement and shall ensure that any contractor or subrecipient performing work under the Grant Agreement also maintains all required insurance coverage throughout the life of the Grant Agreement.

31.3. Subgrantee shall provide a copy of a certificate of insurance compliant with this section to the NCC Grant Manager upon request.

31.4. If any insurance coverage required under this section is cancelled, Subgrantee shall promptly notify the NCC Project Manager of the cancellation. In the event of such cancellation, NCC reserves the right to immediately terminate the Grant Agreement, in whole or in part, as consistent with 2 CFR § 200.340.

31.5. If subgrantee is an entity of the State of Nebraska and therefore is self-insured for liability, subgrantee agrees to maintain such coverage for the duration of the period of performance.

32. MANDATORY DISCLOSURES. Subgrantee must disclose to NCC, in a timely manner and in writing, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant Agreement, in accordance with 2 CFR § 200.113, as applicable. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339, as applicable, including suspension or debarment. (*See also* 2 CFR Part180 and 31 U.S.C. § 3729 to 3733).

Source: 2 CFR § 200.113.

33. NEBRASKA TECHNOLOGY ACCESS STANDARDS. Subgrantee shall review the Nebraska Technology Access Standards, available on the Nebraska Information Technology Commission website, at https://nitc.nebraska.gov/, and ensure that products and/or services provided under the Grant Agreement comply with the applicable standards. In the event such standards change during Subgrantee's performance, NCC may create an amendment to the Grant Agreement to request that Subgrantee comply with the changed standard at a cost mutually acceptable to the parties. This section shall apply only if, under Neb. Rev. Stat. § 73-205, the Grant Agreement involves the expenditure of state funds in the purchase of information technology or an automated information system.

34. NEW EMPLOYEE WORK ELIGIBILITY STATUS.

34.1. Subgrantee shall:

34.1.1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 USC 1324a(a)(1).

34.1.2. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both—

34.1.2.1. This award requirement for verification of employment eligibility, and

34.1.2.2. The associated provisions in 8USC 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

34.1.3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 USC 1324a(a)(1).

34.1.4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

34.2. Monitoring of subrecipient compliance with this condition will be conducted by NCC.

34.3. Allowable costs – To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

34.4. Rules of Construction

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34.4.1. Staff involved in the hiring process
34.4.1.1. For the purposes of this conditions, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
34.4.2. Employment eligibility confirmation with E-Verify
34.4.2.1. For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
34.4.3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
34.4.4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
34.4.5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8USC 1324a(a)(1).

35. NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS)/UNIFORM CRIME REPORTING (UCR) REPORTING REQUIREMENTS FOR LAW ENFORCEMENT AGENCIES
35.1. Nebraska State Rules and Regulations Title 78 Chapter 5 requires Nebraska Law Enforcement Agencies (LEAs) to submit criminal data to the National Incident Based Reporting System (NIBRS) and Uniform Crime Reporting (UCR) program. The FBI UCR Program and NIBRS is a nationwide, cooperative statistical effort of federal, state, county, city, university and college, and tribal law enforcement agencies reporting data on offenses reported or known in their respective jurisdictions. NIBRS/UCR data is compiled at both the state and national level as part of a collaborative effort to produce a more detailed, reliable, and modern view of crime based on statistics in NIBRS.
35.2. Nebraska State Rules and Regulations Title 78 Chapter 5 requires Nebraska LEAs to submit monthly reports within seven (7) working days following the end of the month that the offense was reported. (i.e. Offenses reported throughout July 2026 must be submitted no later than August 11th). Agencies that fail to submit required reports risk having these award funds suspended until they become compliant. Repeated non-compliance with this condition could result in an adjustment to your agency's OAT monitoring tier and/or termination of funding.
35.3. Any questions regarding NIBRS/UCR reporting should be directed to the NIBRS helpdesk at NCC.UCR@nebraska.gov.

36. NON-PROFIT CERTIFICATION. Non-profit subrecipients must submit a copy of their non-profit certification to the Crime Commission. This can include: 1) a copy of 501(c)(3) designation letter; 2) a letter from the subrecipient's state taxing body or attorney general stating that the recipient is a non-profit organization operating within the state; or 3) a copy of the subrecipient's state certificate of incorporation that substantiates its non-profit status.

37. RESEARCH. Subgrantee shall not engage in research utilizing the information obtained from or through the performance of the Grant Agreement without the express written consent of NCC. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with the Grant Agreement.

Source: Various privacy statutes, rules and regulations depending on information.

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38. WHISTLEBLOWER PROTECTIONS. Subgrantee shall comply with the provisions of 41 U.S.C. § 4712, which states that an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body (as defined therein) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant – disclosures known as "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
    38.1. Subgrantee's employees are encouraged to report fraud, waste, and abuse. Subgrantee shall inform its employees, in writing, that they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
    38.2. Subgrantee shall include this requirement in any agreement made with a contractor or subrecipient.

    Source: 41 U.S.C. § 4712.

Payment and Funding

39. COSTS.
    39.1. Under the Grant Agreement, NCC shall only pay for actual and allowable costs (as defined in this section) incurred during the Period of Performance.
        39.1.1. To be allowable, all costs must be:
            - Necessary for the performance of the subaward activities;
            - Reasonable, as provided in 2 CFR § 200.404;
            - Allocable to the federal award, as provided in 2 CFR § 200.405;
            - Consistent with all other requirements of the Cost Principles; and
            - Consistent with all other laws, regulations, policies, or other requirements applicable to the state or federal funds involved.
        39.1.2. To be actual, all costs must be finalized and spent by the appropriate dates set forth in the Closeout and Post-Closeout section herein, attachments to the Grant Agreement, and as otherwise set forth herein.
    39.2. If anything in any approved budget to the Grant Agreement conflicts with the regulations cited herein, or with any applicable law or the federal Notice of Award, the regulations, law, and federal Notice of Award shall govern.
    39.3. If the Grant Agreement involves both federal and state funds, any requirements applicable to the federal funds shall also be applied to the state funds.

    Source: Regulations cited in this section.

40. EXECUTIVE COMPENSATION. At the time of execution of the Grant Agreement, Subgrantee must include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year, and notify NCC, in writing, if it is required to report executive compensation pursuant to the Federal Funding Accountability and Transparency Act, Pub. L. 109-282, as amended as amended by the Digital Accountability and Transparency Act of 2014 (Pub. L. 113-101) and other Public Laws, and associated regulations at 2 CFR Part 170. This is required for subrecipients whose total Federal funding authorized to date under this Award is $30,000 or more; and 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and receive $25,000,000 or more in annual gross revenue in federal contracts, subcontracts, awards, or subawards, and meet the other regulatory criteria listed in those sections. If Subgrantee meets these criteria, it must fill out an executive compensation disclosure, which is available at ncc.nebraska.gov, and provide it to the NCC Grant Manager. Subgrantee shall notify NCC immediately if funding it receives changes such that it must report salaries under this requirement. The reporting requirements in this Attachment are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

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41. FUNDING AVAILABILITY. NCC may terminate the Grant Agreement, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, NCC may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. NCC shall give Subgrantee written notice thirty (30) days prior to the effective date of any termination under this section. NCC shall give full credit to Subgrantee for noncancelable obligations properly incurred by Subgrantee prior to termination, and costs incurred on, or prior to, the termination date. If the amount contained in any approved budget is greater than the amount contained in the Grant Agreement, that additional amount does not represent a guarantee of additional funding. Budgets attached to the Grant Agreement may be based on the total amount of expected funding, and not actually available funding awarded to NCC from the Federal Funding Agency. Any attached budget only represents a guarantee of the amount of funding included in the Grant Funding Attachment.

42. FINAL INVOICE AND SPEND DATE. The dates for final invoicing and finalizing and spending of the funds awarded under the Grant Agreement are to be submitted no later than 45 calendar days after the end of the performance period. Failure to meet these deadlines may result in NCC disallowing costs or taking any other available remedy, as provided herein.

43. FUNDING CHANGES.
    43.1. *Additional Funding*. NCC may, subject to available funding, award additional funding to the Subgrantee under the terms of the Grant Agreement through an "Award of Additional Funding." Any "Award of Additional Funding" shall supersede any conflicting terms in the Grant Agreement, and must: (1) be provided, in writing, to the individual in the Notices section; (2) include any additional or updated information required by 2 CFR § 200.331 or other applicable law or regulation; (3) contain any allowable extension of the Budget Period/Period of Performance; (4) modify any terms related to the funds being added, including final dates for invoicing and finalizing/spending; and (5) be signed by the designated NCC official. Furthermore, any attached budget will supersede the previously approved budget attached to the Grant Agreement.
    43.2. *Modification of Funding*. NCC may also update or modify the information contained in the Grant Agreement without a written amendment. Should funding information required to be provided to Subgrantee by 2 CFR § 200.331, other than the total amount of funds awarded, change during the course of the Grant, NCC shall issue a "Funding Update." Any "Funding Update" shall supersede the Grant and may also be used to extend the Period of Performance and modify any terms related to the funding, such as final dates for invoicing and finalizing/spending. Funding information may also be updated in an amendment executed by both parties.
    43.3. Funding sources may be modified, or an award of additional funds may also be completed, through an amendment executed by both parties.

44. PAYMENT AND PAYMENT REQUESTS.
    44.1. Reimbursement requests are required quarterly. Subgrantees requesting monthly reimbursements must receive prior approval. Quarterly reporting in the form of a reimbursement request and progress reporting are due in AmpliFund by the 15th of the following month following the end of the quarter. If the due date falls on a weekend or holiday, submit reports on the business day prior to that weekend or holiday. Failure to report progress on objectives and submit reimbursement requests by the 15th of the reporting month they are due will be counted as late reporting. Grant payments are on a reimbursement basis. Reimbursements cannot be made until financial documentation from the subrecipient has been approved by the Crime Commission as outlined in the Monitoring Plan for the agency based on the Operational Assessment Tool (OAT). Reimbursements will not be made unless the subgrantee has also provided the update on objectives in the grant management system, to include objective progress. The final reimbursement request reflecting the total grant expenditures and amount reimbursed is due no later than 45 days from the end of the grant period. Regardless of the start date of the grant project, reporting is due for the quarters as listed below:
        January – March (due no later than April 15)
        April – June (due no later than July 15)
        July – September (due no later than October 15)
        October – December (due no later than January 15)

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44.2. Program income earnings and expenditures both must be reported quarterly to the Crime Commission with every reimbursement request.

44.3. Pro-rated costs incurred is required to be calculated by utilizing the Proration of Costs Spreadsheet and submitting the Spreadsheet with every reimbursement request that the pro-rated expenses are being requested. The spreadsheet must be provided every time, regardless of the organization's OAT level. Crime Commission Points of Contact will ensure that only the actual costs for that reporting period are reimbursed. All supporting documentation for the Proration of Costs Spreadsheet will be reviewed for accuracy as part of a financial desk review and/or on-site monitoring visit. Proration of Costs Spreadsheet can be downloaded from here: https://ncc.nebraska.gov/grants-tab

44.4. *Certification*. Subrecipients under the Federal award must certify to the pass-through entity whenever requesting payment and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334. This paragraph applies to all tiers of subrecipients.

44.5. *Payment Request*. All requests for payments submitted by Subgrantee shall contain sufficient detail to support payment. Subgrantee must be able to provide source documentation or other verification of all claimed costs as required by the monitoring level assigned provided with its request for payment. Any and all supporting documentation must be made available to NCC upon request.

44.6. *Payment.* Unless otherwise provided herein, and if payment is being made by reimbursement, NCC shall have forty-five (45) calendar days to approve expenses and submit for reimbursement of allowable and supported expenditures, unless the request is improper or contains deficiencies. Payments may be withheld as set forth in 2 CFR § 200.305(b)(6), or as otherwise provided herein, or in accordance with applicable law. Expenditures that are not adequately supported will be handled as outlined below:

44.6.1. The subrecipient is required to reconcile and substantiate any questioned costs/expenses and shall have up to ten (10) business days from the date of the correspondence from the Crime Commission to take action to eliminate the noted deficiencies and provide proof of such action to the Crime Commission. During this time, the Crime Commission may withhold the payment of funds to the subrecipient.

44.6.2. After a total of two (2) attempts have been made by the Crime Commission to address the deficiencies, the matter will then be referred to the Division Director for suspension of grant funds to address corrective action items. Deficiencies that cannot be substantiated will be denied.

44.6.3. Continued deficiencies will be referred to the Executive Director of the Crime Commission for possible termination of the grant award. In such an event, the grant manager may withhold the payment of any additional funds to the subrecipient until the Executive Director is informed of the situation by the Division Director and determines what action is necessary.

44.7. *ACH.* The Subgrantee shall complete and sign the State of Nebraska Automated Clearing House (ACH) Enrollment Form and obtain the necessary information and signatures from its financial institution. The completed form must be submitted before payments to Subgrantee can be made. The ACH form is available on the Department of Administrative Services website, at https://das.nebraska.gov/.

44.7.1. Subgrantee must promptly notify NCC of any changes to Subgrantee's ACH enrollment information.

44.8. Subrecipient organization shall cooperate with the recovery of expenses that may be deemed unallowable or unsupported after reimbursement, by NCC to the funded program, has occurred in accordance with the organization's subrecipient financial monitoring OAT designation. Expenses will be recovered by the Crime Commission either by withholding the recovery amount from future payments or providing notification to the funded program the amount of funds to be returned.

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44.9. Delinquent, inaccurate, incomplete, and/or fraudulent program and fiscal reports will be considered a material breach of the grant agreement. NCC's remedies include, but are not limited to, identifying the grantee as high risk, de-obligated funding, termination of the grant, disqualification from future funding, and/or referral to the U.S. Office of Inspector General. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant period if the State determines that the subgrantee is deemed to be high risk pursuant to 28 C.F.R. parts 66, 70.

Source: Neb. Rev. Stat. §§ 81-2401 through 81-2408; 2 CFR § 200.302; 2 CFR § 200.415.

45. ACTIVITY REPORTING REQUIREMENTS

45.1. Subrecipients shall electronically submit quarterly activity reports and progress on objectives through the online grant management system to NCC regarding the project's goals and objectives that will advance the project toward achieving the overarching purpose(s) of the project. If reports are not submitted as required by this grant award/special conditions, Crime Commission staff will notify the subrecipient's Project Point of Contact. Activities that are not adequately supported will be handled as outlined below:

45.1.1. The subrecipient is required to address deficiencies and shall have up to ten (10) business days from the date of the correspondence from the Crime Commission to take action to eliminate the noted deficiencies and provide proof of such action to the Crime Commission. During this time, the Crime Commission may withhold the payment of funds to the subrecipient.

45.1.2. After a total of two (2) attempts have been made by the Crime Commission to address the deficiencies, the matter will then be referred to the Division Director for suspension of grant funds to address corrective action items.

45.1.3. Continued deficiencies will be referred to the Crime Commission Executive Director for possible termination of the grant award. In such an event, the grant manager may withhold the payment of any additional funds to the subrecipient until the Executive Director is informed of the situation by the Division Director and determines what action is necessary.

45.2. Activity report data is due on the 15th of the following month the activity occurred for normal quarters as listed below:

January – March (due no later than April 15)
April – June (due no later than July 15)
July – September (due no later than October 15)
October – December (due no later than January 15)

45.3. Performance Measurement Tool (PMT) Reporting Requirements (all BJA and VOCA recipients only): Subgrantees must submit quarterly performance metrics reports through the federal government's Performance Measurement Tool (PMT) website. Regardless of the start date of the grant project, quarterly PMT report data is due on the 15th of the following month the activity occurred for normal quarters as listed below. Failure to submit required PMT reports by established deadlines may result in the suspension of grant funds and future high-risk designation for monitoring.

January – March (due no later than April 15)
April – June (due no later than July 15)
July – September (due no later than October 15)
October – December (due no later than January 15)

45.4. IMPACT Tool Reporting Requirements (VAWA recipients only): Subgrantees must submit annual performance metrics as required by the federal award.

46. LOBBYING.

46.1. No federal or state funds paid under the Grant Agreement shall be paid for any lobbying costs, as set forth herein.

46.2. *Lobbying Prohibited by 31 U.S.C. § 1352 and Required Disclosures.*

46.2.1. Subgrantee certifies that no federal or state appropriated funds shall be paid by or on

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behalf of Subgrantee 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 Grant Agreement or any of the following actions: (a) the awarding of any federal contract; (b) the making of any federal grant; (c) the making of any federal loan; (d) the entering into of any cooperative agreement; and (e) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

46.2.2. 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 the Grant Agreement, Subgrantee shall complete and submit Federal Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

46.3. *Lobbying Activities Prohibited under Federal Appropriations Bills.*

46.3.1. No funds under the Grant Agreement shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any State or local government itself. (*See* Pub. L. 113-235, Division G, Title V, Sec. 503(a)).

46.3.2. No funds under the Grant Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government. (*See* Pub. L. 113-235, Division G, Title V, Sec. 503(b)).

46.3.3. The prohibitions in the two preceding subsections shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control. (*See* Pub. L. 113-235, Division G, Title V, Sec. 503(c)).

46.4. *Lobbying Costs Unallowable Under the Cost Principles.* In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 2 CFR § 200.450(b) or 45 CFR § 75.450(b). If Subgrantee is a non-profit organization or an Institution of Higher Education, other costs of lobbying are also unallowable, as set forth in 2 CFR § 200.450(c) or 45 CFR § 75.450(c).

Source: 31 U.S.C. § 1352; Appropriations bills; 2 CFR § 200.450.

47. SUBRECIPIENTS OR CONTRACTORS.

47.1. Subgrantee shall not subaward nor contract any portion of the Grant Agreement without written notice to NCC (a budget attached to the Grant Agreement or approved, in writing, by NCC shall be considered written notice for this section). NCC reserves the right to reject a subrecipient or contractor, but such rejection shall not be arbitrary or capricious.

47.2. In contracting or subawarding any portion of the Grant Agreement, Subgrantee shall follow 2 CFR §§ 200.318 through 200.327, as applicable. If subawarding out any portion of the Grant Agreement, Subgrantee shall monitor the subaward as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. As applicable, Subgrantee shall follow the requirements for pass-through entities, including, but not limited to, 2

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CFR § 200.332.

47.3. Subgrantee shall maintain copies of all procurement contracts and documentation of its compliance with this section.

47.4. Subgrantee shall ensure that all contractors and subrecipients comply with all requirements of the Grant Agreement and applicable federal, state, county, and municipal laws, ordinances, rules, and regulations.

Source: 2 CFR §§ 200.318 through 200.327; 2 CFR § 200.332.

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NCC GENERAL TERMS – GRANT AGREEMENTS
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Signature Page

I have read the above General Terms and understand they are part of the binding Grant Award Contract. By signing below, I am accepting the grant award and agreeing to abide by the NCC General Terms. I acknowledge failure to satisfactorily meet all conditions and requirements of the grant as outlined in these General Terms, funding announcement, DOJ Grants Financial guide, and Crime Commission Grant Guidelines may result in suspension or termination of the grant award.

Authorized Official Name: _____

Authorized Official Title: _____

Signature of Authorized Official: _____

Date Signed (month/day/year): _____

Note: The Authorized Official is the Mayor, Chair of County Board or City Council, or the Board Chair of a Private Non-profit Agency. The Director of the Agency is NOT considered the authorized official for the signing of these Special Conditions.

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SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

15POVC-23-GG-00454-ASSI
2023 Victims of Crime Act – Victim Assistance (VOCA)

This award is offered subject to the conditions or limitations set forth in the award, award conditions, applicable federal and state solicitations, federal award, grant application, and the signed Certified Assurances. In addition, the subrecipient must comply with the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission or NCC) Guidelines and the following special conditions:

SPECIAL CONDITIONS

1. Funding availability

   NCC may terminate the Grant Agreement, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, NCC may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. NCC shall give full credit to Subrecipient for noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date. If the amount contained in any approved budget is greater than the amount contained in the Grant Funding Attachment, that additional amount does not represent a guarantee of additional funding. Budgets attached to the Grant Agreement may be based on the total amount of expected funding, and not actually available funding awarded to NCC from the Federal Funding Agency. Any attached budget only represents a guarantee of the amount of funding included in the Grant Funding Attachment.

2. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

   Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

4. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

   The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

   The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

   Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

5. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY

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2022 award from OJP.
The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.
For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

Pursuant to Records Retention and Disposition Schedule 124, Section 63 - Grant Records, grant records shall be retained for 5 years.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact the Crime Commission promptly for clarification.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by OOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

   Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the OOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

7. Requirement for data on performance and effectiveness under the award

   The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

8. Compliance with OOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/OOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

9. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

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SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.
Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

    Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

    The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

11. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

12. Requirements of the award; remedies for non-compliance or for materially false statements

    The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

    Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

    By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

    Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take

other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. Requirements related to "de minimis" indirect cost rate

    A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15. Employment eligibility verification for hiring under the award

    1. The recipient (and any subrecipient at any tier) must—
        a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
        b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—
            i. this award requirement for verification of employment eligibility, and
            ii. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
        c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
        d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.
    2. Monitoring: The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
    3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
    4. Rules of construction
        a. Staff involved in the hiring process

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i. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify
   i. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
e. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at **E-**VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

5. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

6. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

7. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

8. Restrictions and certifications regarding non-disclosure agreements and related matters

SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—
    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
    a. it represents that—
        i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

3. Reclassification of various statutory provisions to a new Title 34 of the United States Code

    On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

    Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

4. Requirement to report actual or imminent breach of personally identifiable information (PII)

SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (0MB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (0MB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency
If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Requirement to report potentially duplicative funding

    If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

11. Reporting potential fraud, waste, and abuse, and similar misconduct

    The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

    Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

12. Requirements related to System for Award Management and Universal Identifier Requirements

    The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

    The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

    The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

    This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

13. Restrictions on "lobbying"

    In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal,

modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

14. FFATA reporting: Subawards and executive compensation

    The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

15. VOCA Requirements

    The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

    a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
    b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
    c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

16. Discrimination Findings

    The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

17. The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

18. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https:// ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

19. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

20. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

21. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2023, are available until the end of FY 2026). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

22. The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

23. Victim and Witness Assistance Programs and Units
    a. The purpose of a victim witness program is to advocate for victims and provide timely assistance to individual victims of crime. Advocacy should begin within 72 hours or the next business day after the incident for all serious crimes (homicide, sexual assault, assaults) and most crimes against the elderly. Victim Witness Units located in County Attorney offices are to have a process in place to receive law enforcement incident reports for victims of serious crimes and crimes against the elderly so that advocacy can begin within 72 hours or sooner.
    b. Must abide by State of Nebraska statutes outlined specifically for these types of programs and services including providing assistance to victims in preparing claims for submission to the Nebraska Crime Victim's

Reparations Program (CVR) and arranging for verification of medical benefits and assistance when applying for compensation through CVR.
c. VOCA funds are **not** for the purpose of providing services to businesses **unless** an individual or individuals within the business is a victim of a crime.
d. Policies and procedures are required that include when and how victim contact will be made and when and how follow up contact will be made.
e. Failure to respond and provide advocacy in a timely manner to all victims of serious crimes, including most crimes against the elderly, may jeopardy a subrecipient's VOCA funding.
f. VOCA funds cannot support any activities or expenses that are the responsibility of the prosecutor or law enforcement agency.

24. VOCA Requirements:
    a. Subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the subrecipient certifies that funds under this award will:
        i. Be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
        ii. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
        iii. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the approved grant application.

    b. VOCA funds are to be used to provide direct services to individual crime victims, at no cost to the victim.

    c. VOCA guidelines define a victim as a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. See 28 C.F.R. 94. 102. Because businesses are not people, VOCA funds may not be utilized to provide services to businesses. However, individuals, including witnesses, who suffer physical sexual, financial, or emotional harm as a result of the commission of a crime at a business are victims and may receive services in their individual capacity. The primary purpose of VOCA grant funds is to support the provision of services to victims. Services are those efforts that respond to the emotional and physical needs of crime victims; assist primary and secondary victims of crime to stabilize their lives after victimization; assist victims to understand and participate in the criminal justice system; and provide victims of crime with a measure of safety and security.

    d. In addition to any previously stated restrictions VOCA funds **cannot be used** for any of the following:

Capital Expenditures	Legislative and Administrative Duties of Staff
Crime Prevention Activities	Lobbying and Administrative Advocacy
Development of protocols, interagency agreements and other working agreements	Perpetrator rehabilitation and counseling or any other activities involving or relating to perpetrators
Fund-raising activities, to include time spent writing any grant application	Reimbursement to crime victims for expenses incurred as a result of a crime, including property loss; unless allowed otherwise in awarded grant application
Individual Membership Dues	Witness Management

SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

e. Volunteers are to be utilized by the subgrantee throughout the duration of the project, unless waived through prior approval. Volunteer services must be documented, and to the extent feasible, by the same methods used by the subgrantee for its paid employees. For the Crime Commission the volunteer requirement is at least one active volunteer, per the VOCA Rule activities to meet this requirement do not have to be allowable activities for the grant project.

f. At no time shall a victim's name, address, phone number or other identifying information be divulged to another individual or agency unless they are part of the criminal justice or health and human services system, or the victim has given prior voluntary written consent for such release of information.

g. Subrecipient agrees to collect and report to the Crime Commission statistics and data on services and activities provided. Information on race, sex, nation origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

h. Subrecipient shall cooperate, coordinate and have the active participation and support of law enforcement and criminal justice agencies within the jurisdiction of the assisting agency and will cooperate and coordinate with any coordinated response efforts.

i. Subrecipient must provide services to victims of federal crimes on the same basis as victims of state/local crimes.

j. Subrecipient is required to help victims apply for Crime Victims Reparations (CVR) benefits, i.e., identifying and notifying crime victims of the availability of compensation, assisting victim with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.

k. Subrecipient is required to complete Nebraska Crime Victims Reparations (CVR) training as required by the Nebraska Crime Commission.

l. Subrecipient is required to provide information to victims about Nebraska Victims of Crime Alert Portal (NEVCAP), assist victims in registering with NEVCAP and promote awareness about NEVCAP.

m. Subrecipients are required to conduct surveys to determine the effectiveness of services provided to victims and maintain results of said surveys. Information provided in the surveys shall be used to determine areas of improvement and areas that are effective.

n. The subgrantee agrees to submit a Subgrant Award Report (SAR) within ninety (60) days of receiving the award.

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SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

CERTIFICATIONS

1. **Certified Assurances**
   a. Subgrantee assures that federal grant funds will not be used to supplant existing funds.
   b. Subgrantee assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the Act.
   c. Subgrantee assures that they and all subawards under this award have a UEI number and are registered with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and the federal administering office of the Applicable Grant Program (i.e., OVW, OVC, or BJA)).
   d. Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Crime Commission may require.
   e. Subgrantee certifies that the proposed project fulfills all program requirements; that all the information is correct; that there has been and will be throughout the life of the grant, appropriate coordination with affected agencies; and, that the Subgrantee will comply with all provisions of the Applicable Grant Program as well as all other applicable federal and state laws.
   f. Subgrantee assures it will comply with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Subgrantee will take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).
   g. Subgrantee assures that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing, the subrecipient of funds will forward a copy of the finding to the Office of Civil Rights Compliance of the Office of Justice Programs in Washington, D.C. Additionally, a copy of the findings will be sent to the Crime Commission.
   h. Subgrantee assures that, if required, it will formulate an equal employment opportunity program (EEOP) in accordance with 28 CFR 42.301 et. seq., and submit a certification to the state that it has a current EEOP on file which meets the requirements therein.
   i. The subgrantee assures that it and its contractors and any subawards will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CRF Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (together, the Part 200 Uniform Requirements), and the current edition of the DOJ Grants Financial Guides as posted on the DOJ website to include any amendments made throughout the course of the grant period.
   j. Subgrantee, if a non-Federal entity, assures that if it expends $1,000,000 or more in Federal funds (from all sources including pass-through subawards) in the organization's fiscal year, it will arrange for a single organization-wide audit to be conducted in accordance with the provisions of Title 2 CFR Subpart F. If less than $1,000,000 is expended in one year, then the agency is exempt from Federal audit requirements. In this case, the non-Federal entity assures that financial records will be maintained in an acceptable accounting system and be available for review or audit by appropriate officials of federal, state, or local agencies.
   k. Subgrantee agrees to attend training as required by the Crime Commission.
   l. Subgrantee agrees to establish and maintain a Drug Free Workplace Policy.
   m. Subgrantee assures that if awarded funds, it will make Determinations of the Suitability to Interact with Minors for all individuals conducting some or all of activities to be carried out under the award (by the subrecipient at any tier) if those activities are to benefit individuals under 18 years of age. The subrecipient at any tier must make determinations of suitability before certain individuals may interact with participating minors and documentation of this determination will be kept by the subrecipient to be reviewed as requested by the Crime Commission. This requirement applies regardless of an individual's employment status and whether or not the grant award funds the individual's position. The Subgrantee agrees to pass

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down this condition and verify suitability is attained prior to dispersing funds to a pass-through entity (sub-subrecipient).

n. Subgrantee certifies that property (i.e., equipment and supplies) purchased with federal funds will be used for criminal justice purposes.
o. The grantee assures that they are a public or a non-profit organization or a combination thereof, or tribal organization, that provides direct services to crime victims.
p. The grantee assures that they have a history of providing direct services in a cost-effective manner, can demonstrate a record of providing effective direct services to victims of crime, and have financial support from non-federal sources.
q. The grantee assures they can demonstrate that 25-50 percent of their financial support comes from non-federal sources if they are a new program that has not demonstrated a record of providing victim services.

2. **Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

Subgrantee should refer to the regulations cited below for the certifications to which they are required to attest. Acceptance of this award and conditions provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

a. Lobbying: As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the subgrantee certifies that:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
    ii. If the Subgrantee's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Subgrantee shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities" in accordance with its instructions; and
    iii. The Subgrantee shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts at any tier) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C § 1352.

b. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT**):** Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subgrantee certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R.§ 2867.20(a), that neither it nor any of its principals—

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i. Is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
ii. Has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
iii. Is presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and/or
iv. Has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

Where the Subgrantee is unable to certify to any of the statements in this certification, it shall attach explanation to this certification. Where the Subgrantee or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subgrantee also must disclose such felony criminal conviction in writing to the applicable Department:

- For Office of Justice Programs (OJP) Subgrantees (VOCA, SCIP, RSAT and JAG), to OJP at Ojpcompliancereporting@usdoj.gov.
- For Office on Violence Against Women (OVW) Subgrantees (STOP and SASP), to OVW at OVW.GFMD@usdoj.go.

c. I assure that the Subgrantee will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1996 (54 U.S.C § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. § 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

d. Federal Taxes
i. If the Subgrantee is a corporation, it certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the applicable Department:
- For Office of Justice Programs (OJP) Subgrantees (VOCA, JAG, RSAT and SCIP), to OJP at Ojpcompliancereporting@usdoj.gov.
- For Office on Violence Against Women (OVW) Subgrantees (STOP and SASP), to OVW at OVW.GFMD@usdoj.go.

ii. Where the Subgrantee is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

e. Drug-Free Workplace (Grantees Other Than Individuals): As required by the Drug-Free Workplace Act of 1988, as implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR §§ 83.620 and 83.650. The Subgrantee certifies that it will, or will continue to, provide a drug-free workplace by:

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i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
ii. Establishing an on-going drug-free awareness program to inform employees about –
    1. The dangers of drug abuse in the workplace;
    2. The Subgrantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
iii. Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
iv. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of the employee's conviction for a violation of the criminal drug stature occurring in the workplace no later than five calendar days after such conviction;
v. Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, as follows – U.S. Department of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected award.
vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6.

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SPECIAL CONDITIONS & CERTIFICATIONS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

Signature Page

This contract is for grant funding the Nebraska Crime Commission (NCC) administers that originates from the United States Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance. To continue program activities designed to address criminal justice priorities, NCC has determined that it will proceed with this contract. NCC anticipates that new grant guidance may be issued during the 2025-2026 fiscal year to reflect DOJ's revised policies and priorities. New DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from these federal awards. NCC will share new grant conditions, guidance, and requirements with all subgrantees as they become available. In some instances, executed grant contracts may be revised or cancelled. By my signature below, I attest that I fully understand that if awarded funding, the terms, the conditions, and the availability of continued funding are subject to future communications and guidance from DOJ.

I have read the above Special Conditions & Certifications and understand they are part of the binding Grant Award Contract. By signing below, I am accepting the grant award and agreeing to abide by the special conditions and certifications. I acknowledge failure to satisfactorily meet all conditions and requirements of the grant as outlined in these special conditions, funding announcement, DOJ Grants Financial guide, and Nebraska Crime Commission Grant Guidelines may result in suspension or termination of the grant award.

Organization Name _____

Authorized Official Signature: _____

Name of Authorized Official: _____

Title:_____ Date: _____

Note: The Authorized Official is the Mayor, Chair of County Board or City Council, or the Board Chair of a Private Non-profit Agency. The Director of the Agency is NOT considered the authorized official for the signing of these Special Conditions.

NEBRASKA CRIME COMMISSION

SFY 2027 VOCA & Victim Assistance Grant Application

Section 1 - Applicant Information

Organization:	Name: City of Grand Island		
	UEI Number: TFRZHNGNBF43		Phone: (308-385-5444)
	Address: 100 East 1st Street		
	City: Grand Island	State: NE	Zip Code: 68801-6023
Project Point of Contact (PPOC):	Name: Kerry Garza		
	Title: Coordinator		Phone: (308-385-5400) 2210
	Email: kerryg@ginepolice.gov		
	Address: Law Enforcement Center, 111 Public Safety Drive		
	City: Grand Island	State: NE	Zip Code: 68801
Project Point of Contact (PPOC): (secondary, optional)	Name:		
	Title:		Phone: ( )
	Email:		
	Address:		
	City:	State:	Zip Code:
Financial Point of Contact (FPOC):	Name: Cindy Wampole		
	Title: Fiscal Officer		Phone: (308-385-5400) 2243
	Email: cindyw@ginepolice.gov		
	Address: Law Enforcement Center, 111 Public Safety Drive		
	City: Grand Island	State: NE	Zip Code: 68801
Authorized Official (AO):	Name: Roger Steele		
	Title: Mayor		Phone: (308-385-5444) 1109
	Email: MayorSteele@grand-island.com		
	Address: P.O.Box 1968		
	City: Grand Island	State: NE	Zip Code: 68802-1968

NOTE: Per NCC policy, the Authorized Official is the Mayor, Chair of County Board or City Council or the Board Chair of a Private Non-profit Agency. The Director of the Agency is NOT considered the authorized official for the signing of these Special Conditions.

Section 2 - Organization Information

Briefly tell us about your organization.

1. What type of organization is seeking funding?
   Select from the dropdown. See reference document: NCC Victim Services Grant Programs: Organization & Program Type Definitions
   GOV - LG
2. When was the organization established/founded?
   The City of Grand Island was established December 10, 1872. The Grand Island Police Department opened in 1887 with 3 police officers. The Grand Island/Hall County Victim Assistance Program first received VOCA funding in October of 2003 and officially opened for business on Aptil 1, 2004 under the supervision of the Grand Island Police Department Administrative Division.
3. What is your organization's Mission and/or Vision Statement?+

   The mission of the Grand Island Police Department is to enhance the quality of life in our community by working with the public and within the framework of the United States Constitution to preserve the peace, reduce fear and provide a safe environment for all of our citizens.

   It is the goal of the Grand Island/Hall County Victim Assistance Program to coordinate and collaborate in assisting victims of crime throughout the criminal justice process in order to prevent any further victimization, to reduce the trauma of the crime experience and to aid in the rebuilding of the victim to a state of well being. In addition, our hope is to improve the attitude of victims/witnesses, and the community in general, towards the criminal justice system.

4. What population(s) are your organization's primary client-base?
   i.e. Who are your typical customers? Who benefits from your services?
   The Grand Island population is estimated at 53,250 in July 2024, 60.2% white and 36.4% of Hispanic origin, according to US Census Bureau, with the total Hall County population estimated at 63,291. Grand Island is a major retail sales location with other major industry being light manufacturing, medical and health service, and a large JBS Swift beef packing plant. It is home to the Nebraska Law Enforcement Training Center, the Nebraska State Fair, Bosselman Enterprises, and Hornady Manufacturing, one of the largest independently owned maker of bullets, ammunition, and tools in the world. We have a rich blend of cultural influences in our community with significant immigrant populations from South and Central America (Mexico, El Salvador, Guatemala, Cuba primarily), Sudan, Somalia, Bosnia, Laos, and Vietnam. US Census Bureau estimates that 48.9% of the population is female, 14.8% of the residents are over 65 years of age, and 19.4% are foreign-born.
5. What geographic Nebraska community does your organization serve?
   List "Statewide" or specific counties. Only list cities if your organization's service area is bound to exclusively serve within the city limits.
   The City of Grand Island and The Grand Island Police Department serve the city of Grand Island, located in Central Nebraska in Hall County where Highway 281 intersects Interstate 80, Highway 30, and Highway 34. The Grand Island/Hall County Victim Assistance Program serves the Metropolitan Service Area of the City of Grand Island, Nebraska to include Hall County rural areas and outlying cities and villages to include but not limited to: Alda, Wood River, Cairo, Boelus, and Doniphan. The geographic size of the indicated service area is approximately 546 square miles, a combination of urban (85%) and rural (15%) populations.
6. What, if any, agency accreditations does your agency hold?

The City of Grand Island, NE, has received several accreditations that highlight its commitment to quality and service. A few of the key accreditations are: Building Services Division, Grand Island Public Library, and Community Redevelopment Authority. The Grand Island Police Department is accredited under the Nebraska Crime Commission's program.

7. What steps does your organization take to ensure communities who have historically been disproportionally impacted by discrimination are made aware of agency's services?
   The City of Grand Island has its own Facebook page from which a person can easily access the City's website. The City posts information regarding the Civil Rights Act and an Equal Opportunity Statement on its website, job postings, applications, employment ads, procurement paperwork, and Personnel Rules and Regulations as well as posting all required federal and State Employment posters in all work locations. In addition, mandatory training is conducted periodically with all employees. The Grand Island Police Department has a General Order, Just and Professional Service, which discusses such issues and implementation and grievance procedures.
8. What steps does your organization take to ensure communities who have historically been disproportionally impacted by discrimination have meaningful access to agency's services?
   The City has adopted grievance procedures that provide for the prompt and equitable resolution of complaints that allege a violation based on discrimination. They've also appointed a person to coordinate compliance. To ensure meaningful access to services, City buildings are ADA compliant. They employ numerous individuals over 65 years of age. To attract bilingual staff, they offer an annual stipend for serving as interpreters. They, as well as a few individual departments, have adoped an LEP plan which details the use of Language Cards and the Language Line. Some forms and areas of the City webpage are translated into Spanish. On every screen on the website, in the top right corner, is a Google translate icon which will open the program that will translate the contents of the page. When clicked, it shows 14 available languages along with a search bar to access additional languages. The Victim Assistance brochure and website specifically state "Habla Espanol." Our voicemail and victim letters are done in both English and Spanish. We leave voicemail messages in Spanish and utilize the language line to leave voicemail in other languages. For those who do not have telephone service or are uncomfortable using it or are unable, we utilize email, text messages, and Facebook messenger.

→ Additional information is collected via the NCC Applicant Eligibility Screening Form. All applicants must complete this form and attach the signed form to their application.

→ Additional information is collected via the NCC Applicant Risk Assessment Form. All applicants must complete this form and attach the signed form to their application.

→ All applicants are required to attach an organizational chart that reflects all project-funded staff and organizational leadership.

Section 3 - Victim Services Program

Provide the following information as it relates to the specific program for which your organization is seeking funding, NOT your organization as a whole.

9. Name of Victim Services Program:
   This is how you refer to the operational area of your victim services program, regardless of funding source or grant project.
   EXAMPLE: Sandhills Police Department Victim/Witness Unit, ABC Advocacy Services, Grand Island/Hall County Victim Assistance Program
10. Project Title (Optional):
    This is the title of the grant project within your victim services program.
    EXAMPLE: ABC Advocacy Services' Transitional Housing Expansion Project
    Grand Island/Hall County Victim Assistance Program
11. What type of Victim Services Program is operated by this organization?
    Select from the dropdown. See reference document: NCC Victim Services Grant Programs: Organization & Program Type Definitions
    VWA
12. What type(s) of victimization will this project focus on?
    Select one. Note the definitions in the box below.
    Choose an item.
    If other, explain: This project focuses on Crimes Against Persons.

    Violent Crime is defined by the National Institute of Justice as incident in which a victim is harmed by or threatened with violence. Violent crimes include (but are not limited to) rape and sexual assault, robbery, assault and murder.
    https://nij.ojp.gov/topics/crimes/violent-crime
    Crimes Against Persons, as defined by National Incident-Based Reporting System. e.g., murder, rape, and assault, are those in which the victims are always individuals.
    Crimes Against Property, as defined by National Incident-Based Reporting System. e.g., robbery, bribery, and burglary, is to obtain money, property, or some other benefit.

13. Which of the Nebraska Priority Areas identified in the Request for Applications does this Victim Services Program address?
    Check as many as apply. Leave blank if none apply.
    - ☒ Underserved Populations
    - ☐ Shelter/Housing Services
    - ☒ Direct Client Assistance
    - ☐ New Programs/Projects

14. How long has this Victim Services Program been operating?
Select from the dropdown.
10+ years

15. How many staff and volunteers work for your Victim Services Program?
Our program consists of 1 full-time coordinator/advocate who supervises 1 full-time advocate. The agency is supervised by the Grand Island Police Department Support Manager who oversees the Evidence, Records, Services, and Victim/Witness departments. The Support Manager reports directly to the Police Chief. We welcome, recruit, and utilize volunteers from within the community but usually from Central Community College and College Park and usually for a period ranging from a few weeks to a few months. We also provide internships and practicum experiences on a volunteer basis.

16. What is the purpose of this VOCA grant project?
Select from the dropdown.
Continue a VOCA-funded victim project funded in a previous year

Community Collaboration & Effective Services

As set forth in 28 CFR 94.117(b), programs must demonstrate "a record of effective direct services and support from sources other than the Crime Victims Fund" to determine organizational capacity of the program.

17. What steps does your victim services program/grant project take to ensure effective use of resources outside the justice system? Tell us about how you navigate/access systems for medical, mental health, housing, food, clothing, etc.
The Grand Island/Hall County Victim Assistance Program has a cooperative relationship with several community-based agencies in and around Hall County including but not limited to: First Light CAC, Willow Rising, Central Nebraska Community Action Partnership, Hope Harbor, and several churches and counseling centers. With many of those agencies, we're on a first-name basis, and we frequently receive and provide mutual referrals. Depending on victims' needs, we make telephone calls on their behalf or provide them contact information. We provide several agencies with our brochures, and we attend our local Coordinated Community Response Team and other networking meetings. We're included in a few large group emails that provide information about helping agencies' services, resources, and upcoming events.

18. List up to five other agencies operating within the same geographic Nebraska community that your organization serves. Select agencies who operate programs/services that contribute to the solution of the stated problem, issue, or need. Describe how your victim services program/grant project coordinates with those programs/services.

Agency	Program/Service	Coordination Efforts
Willow Rising	Willow Rising provides 24-hour emergency and supportive services to victims of domestic violence, sexual assault, and trafficking from Hall, Howard, Hamilton and Merrick counties.	We coordinate services with them almost daily, provide support to each other, and make mutual referrals.

First Light Child Advocacy Center	FLCAC, which is a fully accredited center by the National Children's Alliance since 2005, covers a 10-county area providing outreach and support to child victims and their non-offending family members.	FLCAC only provides services to children who were interviewed at their center, so our agency works with child victims who were not interviewed at FLCAC.We coordinate services with them frequently and make mutual referrals for service.
Grand Island Police Department/Hall County Sheriff's Office	Law Enforcement	Police officers and Sheriff deputies frequently request our assistance with victims, either bringing them to our office, emailing or calling us, or requesting our presence on-scene. We frequently request law enforcement assistance with information, referral, investigative, or safety needs.
Hall County Attorney	Provides legal services to the Hall County government and its citizens.	The Hall County Attorney trained us to use their database and granted us user permission which allows us quick access to their case information. We serve as liaisons between our victims and prosecutors, and there is frequent and regular communication between the two agencies regarding victims' safety and rights.
District 9 Probation Office	State Probation and Reporting Center	We have ongoing communication with Probation Officers and their Victim Specialist regarding victim impact statements, victim safety, and probationer issues.

19. What strategies does your program use to evaluate its effectiveness and improve services?
We distribute surveys via traditional mail with a postage-paid envelope, e-mail, in person, or over the telephone following one or more contacts with a client. We complete a survey sheet for every survey, regardless of method. If a client indicates they have reservations or they don't have time to complete a survey, we do not continue or insist. We ask them if, as a result of contact with the Victim Assistance Program, do they: 1)Know more about community resources and help available to them, 2)Know more or different ways to plan for their safety, and 3) Was Law Enforcement Response Positive.
20. Describe how feedback will be gathered from program participants. How is feedback received about services integrated into service delivery?
When clients complete surveys, we mark their answers on the survey, or print a copy of the survey they completed and place it in their client file. The Coordinator tallies the responses, makes note of additional comments, marks their file as having completed the survey, removes the survey from the file and places it anonymously in a "Survey Folder" for later staffing. We discuss feedback informally and make adjustments accordingly.
21. To demonstrate that your program provides effective services, attach data or evidence showing how you have successfully supported victims. Include examples such as key milestones, the number of clients served, service delivery metrics, program evaluations, compliance reports, stakeholder surveys, or outcomes that show improvements in client well-being or access to resources.

List the attachments provided with your application that contain data or evidence of successful support of victims. Attachments should be pre-existing publications, such as agency reports, external evaluation/reviews, client/customer survey response data/comments, or other assessments.

Document Title	Data/Evidence Type	Page/Location
Services Provided by Method	VCMS report 1/1/25-12/31/25	Evidence of Effective Services Attachment Page 1 and 2
Services Provided	VCMS report 1/1/25-12/31/25	Evidence of Effective Services Attachment Page 3 and 4
Annual Subgrantee Report	VCMS Total Performance Measures 1/1/25-12/31/25	Evidence of Effective Services Attachment Pages 5-10
Client Satisfaction Survey and Protocols	Word Documents	Evidence of Effective Services Attachment Page 6 and 7
Thank you Notes from Collaborating Agencies and Volunteers/Interns	Word Documents	Evidence of Effective Services Attachment Pages 8-12

Program Funding

Demonstrate the depth and breadth of your program's financial support.

Funding Sources

As set forth in 28 CFR 94.112(c), programs must demonstrate "substantial financial support from sources other than the Crime Victims Fund" by showing at least 25% of their program's annual budget is from non-VOCA sources.

22. What percentage of your Victim Services Program's budget comes from the following funding sources?

List your program's ratio budget by funding source. Leave blank any rows that are not applicable.

Source	Examples/Specifics	% of Program Budget
VOCA	Federal funds **ONLY**	75
NCC Grant Programs ***State or Federal funds***	STOP, SASP, JAG, SCIP, JS, CBA	0
Other State Funds	SAPP, documentary stamp tax, etc.	0
Other Federal Grants ***as grantee or subgrantee***	FVSPA, RPE, ICJR, etc.	0
Other Federal Assistance Programs	Medicaid, TANF, etc.	0
Service Fees/Vouchers	DVIP Fees, Training Contracts, etc.	0
Private Donations/Fundraising	Includes private foundation grants	0
Other	City of Grand Island	25
Other		

Funding Sustainability

Funding Sustainability refers to the ability of your organization to maintain its operations and deliver ongoing services if grant funding is reduced or discontinued. It involves planning for financial, operational, and community sustainability to ensure that the program can continue to make a positive impact long after the grant period. This includes diversifying funding sources, institutionalizing programs, and creating community handoff models to ensure the program's longevity and success.

23. Will this Victim Service Program be discontinued if VOCA funds are not awarded?
    Projects will not be penalized for their answer.
    Answering "Yes" does not guarantee funding.
    Answering "No" will not necessarily limit or divert funding.
    No
24. Describe the funding sustainability efforts taken by the organization/program to ensure continuity of services despite funding reductions.
    Victim Assistance Program staff has done, and continues to do, numerous presentations to community organizations. Those presentations always include information about our funding and the need for community support. We also inform our elected representatives on the status of funding for the Victim/Witness Unity. We are currently in the process of presenting information regarding the 2027 application and estimated funding budget to the Grand Island City Council. We will also present after the grant award with specific funding requirements for the City. Award funding has varied each year. On every occasion, the city of Grand Island has met any financial shortfall as it relates to the program needs. While we cannot speak for future councils should the program not receive funds, the City of Grand Island and Hall County are committed partners to the effort and funding for the Victim/Witness Unit. Our Unit was recently moved into a larger space at the Law Enforcement Center. We now have 2 separate offices allowing for more privacy with victim meetings, and a conference room allowing for group and family meetings. We have private restroom facilities and a private entrance to the building with a camera and doorbell. In the event that we lose VOCA dollars, most likely we will remain at the Grand Island Police Department. We will make formal pleas for continued funding to the City of Grand Island and Hall County. We will explore other potential funding sources and partnerships. If unable to obtain the current level of funding, and to the necessary degree, we will restructure and reduce our staff, the number of services and/or service hours provided to crime victims, and the types of crimes we cover. We will prioritize and limit the actual services provided to those who are still served. We will focus efforts on strengthening our volunteer program, perhaps exploring the utilization of light duty officers or other support staff.

Supplanting

Supplanting is the deliberate reduction of state, local, or tribal government appropriated funds, specifically because federal funds are available (or expected to be available) to fund the same activity. Any reduction in non-federal resources allocated for the same time period and the same purpose as the federal grant award will be subject to careful review. To avoid potential supplanting issues, the following general guidelines should be followed:

- Federal funds cannot be used to pay for existing employees unless the existing position is "back-filled" with a new hire.
- Federal funds cannot be used to pay for items or costs that the subgrantee is already obligated to pay with state, local, or tribal funds.
- State, local, or tribal funds previously appropriated, allocated, or budgeted for award purposes cannot be reduced or reallocated to other purposes because of receipt of federal funds.
- Maintain contemporaneous documentation demonstrating that any reductions in nonfederal resources budgeted for award purposes is unrelated to the receipt or expected receipt of federal funds.

Examples of supporting documentation may include (but are not limited to) budget sheets and/or directives, city council or departmental meeting minutes, agency memoranda, notices, or orders, and any other official documents addressing the reduction in non-federal resources. Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose. Supplanting may be grounds for suspension or termination of current and future federal funding, recovery of misused federal funds, and/or other remedies available by law.

25. Briefly describe how this request complies with the non-supplanting requirements of the grant program. Attach additional information/documents as necessary/appropriate.
The Grand Island/Hall County Victim Assistance Program has been funded only by VOCA and the City of Grand Island since it opened in 2004. There has not been a reduction in local resources and there are no other funds appropriated for the same purpose.

Pending Grant Requests & Potentially Duplicative Funding

Applicants are to disclose any pending application for federally and/or state funded grants that include requests for funding to support the same grant project requested in this application. This information is necessary to help avoid any inappropriate duplication of funding.

26. List any pending applications for federally and/or state-funded grants that include requests for funding to:
    - support the same victim services program this application AND
    - will cover identical cost items included in the budget for this application

Funding Agency (NCC, DOJ, etc.)	Agency POC (Name, Phone, Email)	Funding Program	Project Name/ Request Identifier

		(Program Name & Solicitation Number, if applicable)	
None	None	None	None

If the applicant does not have any pending applications, indicate "None" on the application form.

Subaward Narrative

Applications that include a request for funding for subawards must include an additional budget spreadsheet attachment for each subaward. Each agency will complete their own budget spreadsheet, listing their own organization in the appropriate locations(s).

27. Does the sub-award agency currently receive any Crime Commission grants (state or federal):

    If yes, list awards: N/A

28. Describe agency's current scope of services or operations: (up to 250 words)
    N/A

Section 4 - Grant Project Narrative

Provide the following information as it relates to purpose of your program, and how you plan to demonstrate success.

29. Provide a concise statement highlighting the major aspects of the proposed project. (up to 150 words)

The Grand Island/Hall County Victim Assistance Program is a public service office established to assist individual victims of crime throughout the criminal justice process in order to prevent any further victimization, to reduce the trauma of the crime experience, and to aid in the rebuilding of the victim to a state of well-being. The program encompasses all of Hall County and includes victims/witnesses of violent, personal, and property crimes handled within the jurisdiction of the Grand Island Police Department, Hall County Sheriff's Office, and occasionally the Nebraska State Patrol. The agency is open Monday-Friday 8:00am-5:00pm, and employees make themselves available to victims during evening and weekend hours.

30. Provide a concise description of the social problem(s), community issue(s), and/or community need(s) your victim service program/grant project will address. Include local relevant data specific to the community need or issue that will be addressed by the proposed project (up to 400 words)

The problem to be addressed by this proposed project is crime and its devastating effect on individuals and their families in the community of Grand Island and Hall County, NE. Because of our close proximity to the Interstate and Highways, we do have many drug-related crimes in Grand Island. Gang-related activities are also evident in our community, with the most visible signs being graffiti, felony assaults, property damage, self-reported recruitment, and local alignment with out-of-state gangs. Human Trafficking reports and prosecution have increased in Grand Island, although a portion of this increase is likely an indication of better recognition, documentation, and response by the community and criminal justice system . There is a high number of felony and serious misdemeanor crime in Hall County that causes physical, emotional and psychological problems, loss of control, loss of income, loss of business, loss of property, loss of life, loss of security, and loss of trust. In 2025, FBI Report of Offenses Known to Law Enforcement reports a slight decrease of violent and property crime in our community, yet GIPD investigated 344 incidents of assault, 233 domestic violence, 193 sexual assaults and sexual offenses, 94 burglary, and 157 threatening. HCSO investigated 28 incidents of assault, 9 domestic violence, 7 burglary, and 28 threatening. Our program served 2383 individuals, 810 of them victims of assault, 852 domestic violence, 211 sexual assault, 132 stalking, 19 human trafficking, 101 burglary, and 223 identity theft and fraud, to mention a few. 16.7% of our clients in 2025 were 60 years of age while that demographic makes up 14.8% of the overall city population. 36.8% of of our clients were Hispanic, and 26.8% of them LEP clients.

Performance Measures

Using the NCC Reference Guide on the *Grant Project Problem-Solving Process* and the *Application Template Performance Measures Spreadsheet*, define what problem your grant project is seeking to address, what you believe the solution to this problem is, how you will implement this solution, and how you will measure your progress on implementing this solution.

Use the spreadsheet tabs to navigate between problem statements. An example is provided in both documents.

Solution Statement (Goals)

31. If you wrote your own solution statement, rather than choosing from the pre-populated options, provide a rationale here. Refer to each item by Problem Statement number and Solution Statement letter. (e.g. "3B") Enter "N/A" if not applicable.
    N/A

Performance Measures (Outputs)

32. If you wrote your own performance measure, rather than choosing from the pre-populated options, provide a rationale here. Refer to each self-developed Performance Measure by identification number. (e.g. "1A5-1") Enter "N/A" if not applicable.
    N/A

Data Irregularities

33. If your baseline or target performance measures have any outstanding or irregular data points (such as negative numbers in the % increase column), address those irregularities here. Refer to each Performance Measure by identification number. Enter "N/A" if not applicable.
    N/A
    EXAMPLE: Performance Measure 1A3-2 projects a negative increase. Previous year's baseline included a community anomaly of [x]. Quarterly targets reflect practical goals based on historic trends.

Section 5 - Budget Instructions and Narrative

All expenses must be budgeted and approved prior to incurring costs. All costs (federal and match) must be allowable under the federal grant program, allocable, necessary and reasonable, adequately documented, consistent with your organizational policies and procedures. See 2 CFR 200.403

- Allocable – A cost is allocable to a federal grant program if the cost is assignable to that grant program in accordance with the relative benefits received. See 2 CFR 200.405
  - Proration of costs - If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit.
- Reasonable – A cost is reasonable if it does not exceed an amount that a practical person would spend under the similar circumstances of when the decision was made to incur the cost. See 2 CFR 200.404
- Necessary - All expenses must be necessary to achieve the outcomes of the program. Expenses must be directly related to the program, be necessary to carry out the function of the program or service and must be necessary to effectively meet the program goals and outcomes.

Project & Budget Period

Grant projects will have a project and budget period of **July 1, 2026 through June 30, 2027**.

Projects with unspent funds at the end of the budget period will be required to deobligate those dollars.

Proration by Devotion/Allocation

As identified in the *Accounting Systems and Records* section of the Request for Applications, costs must be prorated to each grant award. If requested in your application, see the additional information below on cost proration.

- Personnel Costs (wages/salaries and fringe)
  - These costs are to be calculated based on actual hours worked on the project. This is the "devotion" to the project.
  - For existing VOCA-funded positions, the devotion rate is projected by averaging the historical hours dedicated to the project by total hours for the position.
    (e.g. If full time equivalent (FTE) for the agency is 2080 hours per year, and the position is worked an average of 1040 hours per year on the project in the last 3 years, then the position is 50% devoted to the VOCA project: 1040 ÷ 2080 = 50%)

- For positions new to VOCA funding, the devotion rate is projected by estimating the amount of time that will be spend on VOCA allowable activities and not allocated to any other funding source.
  (e.g. If full time equivalent (FTE) for the agency is 2080 hours per year, and the position is projected to spend 2080 hours on VOCA allowable activities, but will be 15% funded by STOP and 10% funded by private grants, then the position is 75% devoted to the VOCA project.)

- VOCA Specific Activities/Costs
  - These costs may be subject to direct cost allocation principles or 100% VOCA funding. The request must be related to a cost incurred specifically for the VOCA project, or a proportional benefit can reasonably be determined.
  - See 2 CFR 200.405 for additional information.
- Administrative and General Expenses
  - These costs must be prorated based on the FTE Method or the Square Foot Method, as detailed on the *Proration of Costs Spreadsheet*. The Proration of Costs Spreadsheet is available on the NCC website.

Please refer to *Chapter 14 of the NCC Grant Administration Manual, November 2025*, for information on pro-rating & cost allocation.

Budget Spreadsheet

The *Application Budget Spreadsheet* has been prepared to streamline the budget preparation process and minimize mathematical errors. All budget requests will be provided via the spreadsheet and attached to your application Euna.

The spreadsheet is organized into 12 tabs. Only enter information related to your VOCA request. Tabs and rows may be left blank. Specific instructions per tab are included in the relevant budget category information below. Tabs are password protected to prevent editing of formulas. If there is a functional issue with the formulas causing an error in your spreadsheet, please contact NCC for assistance.

Tab-specific instructions are provided below. The "Line-Item Budget" and "Overview" tabs do not require any data entry. These tabs auto-populate with data from the individual budget category tabs. Applicants may want to view their Line-Item Budget by to filtering column E. Unchecking "0" and "blanks" will show a condensed version of the budget, listing only the requested line-items.

Data validation is used in various fields throughout the document, to ensure data quality. This includes things like dates being within the project period, percentages not being more than 100%, dollar amounts not being negative.

Color coding is used throughout the document to indicate the following:

- Pink rows at the top of each tab provide an example entry.
- Blue columns indicate formula-based calculations that will automatically update and should not be edited.

- Yellow calls attention to a field that may require editing, despite being pre-filled with text.

NOTE: As discussed above in *Subaward Narrative*, each subaward agency is to complete their own budget spreadsheet, listing their own organization in the appropriate locations(s).

Cost-Sharing (Match)

As detailed in the Request for Applications, recipients of VOCA funds are generally required to contribute (i.e., match) at least 20% of the total cost of each project via cash or in-kind contributions.

Program Income

Program Income is gross income earned by the grantee that is directly generated by a grant-funded activity or earned as a result of the Federal award. Also see 2 C F R § 200 1 and US DOJ Grants Financial Guide, III. Postaward Requirements, 3.4 Program Income.

Effective July 2026, VOCA Program Income disclosed during the application process is to be used as Cost Sharing (aka Match). Program Income earned and not disclosed during the application process will use the deduction method from the original award amount, unless budget amendment reflecting the program income is approved. Refer to the NCC Grants Administration Manual, November 2025, for additional information.

Program Income must be used for the original purpose of the grant, used for allowable costs incurred during the period of performance, and must be expended before requesting grant funds.

Budget Spreadsheet: VOCA Project Section Instructions (across tabs)

For each line item on the spreadsheet, each budget category tab will include fields for you to identify:

- % Time Devoted to VOCA Allowable Activities or % Allowable for VOCA (Proration)
  - See *Proration by Devotion/Allocation* above for how to determine this value.
  - This will be used to auto-calculate the *$ Allowable for VOCA Project* field
- $ Requested VOCA Funding
  - This is the amount of federal funding you are requesting from NCC to support your project.
- $ Funded by VOCA Match
  - This is the amount of cash match your program has identified through program income or other non-federal sources to support your project.
- Match Type (Cash or In-Kind)

The amount you input into the *$ Requested VOCA Funding* and *$ Funded by VOCA Match* fields will be totaled to auto-calculate the *$ VOCA Project Total* field.

Federal Priority Areas

For all requested federal funds, the amount dedicated to each of the federal priority areas must be identified per crime type. Some items will be fully or partially dedicated to one specific priority area. A single line item will rarely apply to all four federal priority areas, but line-items may be allocated to more than one priority area. For example:

- Workbooks for a sexual assault group would likely be fully dedicated to Sexual Assault.
- Staff that work as advocates for a child advocacy center are likely to be fully dedicated to Child Abuse.
- Contracts for case management software for a DSV program would likely be partially dedicated to sexual assault and to spousal abuse.
- Rental agreements costs for dedicated human trafficking transitional housing would likely be fully dedicated to underserved victims of violent crime

Federal dollars may NOT be counted in more than one category. i.e. If a $20,000 line item is dedicated equally to Sexual Assault and Spousal Abuse, then the cost would be prorated as $10,000 to Sexual Assault and $10,000 to Spousal Abuse.

Budget Spreadsheet: Federal Allocation Priorities Instructions (across tabs)

For each line item on the spreadsheet:

- Enter the amount of the federal VOCA funds requested for that line item that will be dedicated to each of the federal priority funding areas (Sexual Assault, Spousal Abuse, Child Abuse, Underserved Victims of Violence Crime).
- Enter $0.00 on any non-applicable priority areas for that line item. Additional information on federal priority areas will be collected from applicants who are selected for awards.

Personnel – Wages & Fringe

All positions listed on your budget spreadsheet must be reflected in your personnel narrative.

Positions - Existing

Existing position are positions created within your organization prior to the start of this project period.

Positions - New

Positions that are being newly created and will be funded by your VOCA program at the start of your project period.

Budget Spreadsheet: Positions & Wages Tab Instructions

- List the name of your organization on each row used.
- List the title of each position associated with your VOCA project.
- Identify each position as "staff" for paid employees or "volunteer" for unpaid workers.

- Enter the name of the person filling that role, or "vacant" for existing positions that are currently vacant, or "new" for positions that will be newly created at the start of the project period.
- Within the gray "Existing Positions" section, provide information regarding positions that have already been established in your organization. For new positions, list 0 in all fields.
    - Established Annual Salary should reflect the current salary of the position.
    - % Time Devoted to VOCA-Allowable Activities
    - Enter the amount established for funding this position by funding source. The balance of the salary, after accounting for VOCA, VOCA-match, and other Federal funding sources, will auto-calculate in the "$ Funded by Non-Federal Sources" field.
        - If you list existing positions with $0 under the "$ Funded by VOCA" column, you must address why funding this position would not be supplanting. See the *Supplanting* section on *Page 9*.
    - Percentages per funding source will auto-calculate.
- Within the green "Requested Funding" section, provide information regarding positions that will be funded with federal VOCA dollars, or used as VOCA-match.
    - Enter the Annual Salary that will be in effect at the start of the funding date.
    - Enter the funding start and end dates. These will be the project start and end dates for any position that is already established and will not be discontinued during this project period.
    - Enter the hours per week your organization considers "Full-Time Equivalent."
    - If a Salary Increase is expected during the project period, enter the effective date and salary rate projected after the effective date. The number of workdays before and after the raise will auto-calculate, as well as the salary increase.
        - Don't forget to detail the increase in your project narrative on this template.
    - Enter the percentage of the totality of this position's work time that is devoted to the VOCA allowable activities. That may include administrative or program coordination tasks.
    - Enter the percentage of the totality of this position's work time that is devoted to directly serving victims of crime. This should rarely be 100%.
        - This will be used to indicate personnel costs that are prioritized as direct client assistance. This may or may not equal the time devoted to VOCA allowable activities.
    - The $ Allowable for VOCA project will auto-calculate the total allowable for the VOCA project, based on the salary projection and the time devotion.
    - Enter the amount request for federal VOCA funding and any match that will be used for this position.
        - Volunteer positions should show $0 requested for VOCA funding and the all costs listed as *in-kind* VOCA match.
    - The total value of the position for the VOCA project will automatically calculated. This number must not exceed the VOCA allowable amount.

- Enter the amount of the federal VOCA funds requested for each line item that will be dedicated to each of the federal priority funding areas.

Budget Spreadsheet: Unpaid Holidays Tab Instructions

- Only use this tab if staff time is unpaid for holidays in which your organization closed. NOTE: Program operations is NOT a factor for this tab. Only consider if staff are paid their regular wage for holidays.
- If unpaid holidays are a factor in budgeting, then use the dropdown to change the holiday from "Paid" to "Unpaid" in the Pay column. This will show the date and automatically deduct the date from the workdays listed on the Position & Wages tab.
- Additional rows are provided for applicants that observe unpaid holidays other than those listed. If this tab doesn't meet your project budgeting needs, please contact NCC for adjustments.

Personnel Narrative

34. How is each position necessary to meet the goals and outcomes of the program?
The Coordinator, bilingual in English/Spanish, works primarily Monday through Friday 9:00 to 5:00 and remains flexible to accomodate victims' needs. A list of duties includes: provide direct service to victims of crime; recruit, train, and supervise volunteers, interns, and full-time victim advocate; maintain proper records of and coordinate all activities; promote public awareness of victim assistance services; distribute, conduct, tabulate surveys; attend required and necessary trainings; coordinate and collaborate with community agencies; write grant and coordinate grant management activites.
The Advocate works primarily Monday through Thursday 8:00 to 6:00 and remains flexible to accommodate victim schedules. A list of duties includes: provide direct service to victims of crime; maintain proper records of all activities; work with volunteers and interns; promote public awareness of victim assistance services; distribute and conduct surveys; attend required and necessary training; manage the Victim Assistance Program Facebook page; and coordinate and collaborate with community agencies.
Volunteers for the program work primarily Monday through Friday under the supervision of the Coordinator or Advocate. A list of duties includes: assist the Coordinator or Advocate, provide direct service to victims of crime; maintain proper records of all activites; distribute and conduct surveys; attend required and necessary training; and coordinate and collaborate with community agencies.

Direct services include but are not limited to: prioritize victims of violent crimes, prioritize underserved populations, contact victims to inquire about unmet needs, provide, support, answer questions, make referrals to appropriate community resources, provide Protection and Harassment Order information and assistance, attend court hearings with or on behalf of victims, discuss and assist with development of safety plans, assista with 911 cell phone needs, distribute NEVCAP information and assist with registrations, assist with transportation needs, serve as a liaison between victims and the criminal justice system during all stages of the process, assist with Crime Victim Reparations applications, intervene with creditors or landlords or other institutions, assist with immigration and other civil issues, assist with restitution collection and return of personal property, provide emotional support.

35. How is each position reasonable and cost effective?

The City of Grand Island has a 9 -step pay plan for non-union employees based on merit and length of employment. Occasionally, as a result of union contract negotiations, non-union employees receive Cost of Living or Step increases based on a predetermined percentage. In Spring 2022, a survey of the non-union group was completed. The resulting salary increase is reflected in the Coordinator's and Advocate's wage which was approved by the City Council in Salary Ordinace No. 9895.

The existing position of Coordinator, occupied for 22 years by Kerry Garza, is a full-time position based on 40 hours per week, 2080 hours per year, with 100% of that time devoted to the project. She receives a Step 9 salary of $76,585, or $36.82 per hour. The Coordinator's salary is currently funded by VOCA and the City of Grand Island. The amount of federal funds requested for that position is $76,585 ($36.82 X 2080 = $76585).

Our existing Advocate, Colleen Duering, was hired in November 2021 at a Step 4 salary because of her prior advocate experience. She currently receives a Step 8 salary, $55,224, or $26.55 per hour, and will advance to a Step 9 salary, $57,429, or $27.61 per hour, in November 2026 per the 9-step pay plan. Her full-time position is based on 40 hours per week, 2080 hours per year, and 100% of her time is devoted to the the project. Her position is currently funded by VOCA and the City of Grand Island. The amount of federal funds requested for that position is $56,386 ($26.55 X 8 hours X 97 days = $20,603 plus $27.61 X 8 hours X 162 days = $35,783)

Fringe benefits benefits provided by the City of Grand Island for non-union employees include:
FICA (Annual Wage X 7.65%)
Retirement (Annual Wage X 6.5%)
Disability (Annual Wage X .3%)
Health Care (Pre-determined premium, $481.50 semi-monthly for individual)
HSA Seed Money (Pre-determined amount, $1,500 single, $3,000 family)
Dental (Pre-determined premium, $14.38 semi-monthly for individual)
HRA/VEBA (Pre-determined amount, $50 per paycheck)
Life Insurance (Pre-determined premium, $6.50 per month)
Dependent Life Insurance (Pre-determined premium, $2.90 per month)
Bilingual Pay ($1,500 per year, Paid in November)

The total fringe benefits for the Coordinator, provided by the City of Grand Island, are estimated at $27,344 of which $25,192 (FICA – 76,585 X .0765, Retirement – 76,585 X .065, Health Care – 481.50 X 24, HRA/VEBA – 50 X 26, Bilingual Pay – 1500) will be used as a local cash match.

The total fringe benefits for the Advocate, who is on a family member's health insurance plan, provided by the City of Grand Island, are estimated at $8,103 of which $8,051 (FICA-autogenerated $3,060 on budget template, Retirement – 56,386 X .065, HRA/VEBA - 50 X 26, Life Insurance – 6.50 X 24, minus 52) will be used as a local cash match.

The total amount of federal funds requested is $132,971 ($76,585 Coordinator wage + $56,386 Advocate wage). The total amount of cash match provided by the City of Grand Island is $33,243 (Coordinator: FICA $5,858 + Retirement $4,978 + Health Care $11,556 + HRA/VEBA $1,300 + Bilingual Pay $1,500 = $25,192; Advocate: FICA $3,060 + Retirement $3,660 + HRA/VEBA $1,300 + Life Insurance $26 = $8,051). The total project cost is $166,214.

→ All applicants are required to attach an organizational chart that reflects all project-funded staff and organizational leadership.

→ All applicants are required to attach program-specific job descriptions for all positions reflected in your personnel narrative. Job descriptions must be role-specific and not a general position description based on job classification.

Wages Detail

36. How did you calculate "% of Time Devoted to VOCA Activities" for each position?
    Since 2004, we have received VOCA funds only, and the City of Grand Island has covered all other expenses. 100% of our activities are VOCA-allowable.
37. Is the sum of your "$ Requested for VOCA Funding" and "$ Funded by VOCA Match" less than the "$ Allowable for VOCA Project" amount for any position? If so, explain.
    No. The sums of $ Requested and $ Funded are equal to $ Allowable for both positions.
38. A) If a salary increase is indicated, explain how the salary increase for each position was determined. Include information on the approval process for any planned increases.
    Per the City of Grand Island's 9-Step Pay Scale for non-union employees, Colleen Duering will have been with our agency 5 years in November 2026 and will receive an hourly increase from $26.54 to $27.61.
    B) If no salary increase is indicated, explain how you are addressing staff retention without increasing salaries.
    There is no salary increase indicated for the Coordinator, who is at Step 9 of the pay scale. However, there are occasional increases for non-union positions as a result of union negotiations, and Cost of Living Increases, and longevity pay. In addition, Medical Leave and Vacation Leave increase annually.

Budget Spreadsheet: Fringe Tab Instructions

- Each position properly listed on the "Positions & Wages" tab, will automatically populate on the "Fringe" tab.
- In the "Annual Rates" section, specify the rate that applies to this fringe category.
  - FICA (Social Security & Medicare) is pre-populated at 7.65%
  - Enter annualized rate for Retirement, Health Care, Other 1, Other 2, and Other 3 as detailed in the table below.

- The Fringe amounts dedicated to the Federal Priority Areas are automatically calculated based on the dedication rates of the corresponding wages.

Fringe Detail

Instructions for Fringe Rate Detail table (below):

For each unique rate (or group of rates) listed in the "Annual Rates" section of the spreadsheet, specify what is included in this rate and how it was calculated.

- Item – Select from the dropdown the Annual Rate item from the Fringe Tab of the budget spreadsheet.
- Item Detail – Enter the distinguishing characteristics of this item. (e.g. health care plan type, benefit type, etc.)
- Rate – Enter the calculation to determine the annual rate. Starting rate should be verifiable in supporting documentation if requested.
- Rate Detail – Enter the distinguishing characteristics of this rate. (e.g. plan rate type)
- Position #s – Enter the position numbers that reflect this rate. (i.e. If positions W1, W5, and W6 all have this same High Deductible Plan for health care, and have the same individual rate for health care, then list all 3 of these positions.)

FRINGE RATE DETAIL | EXAMPLE

Item	Item Detail	Annual Rate	Rate Detail	Positions #s
Health Care	PPO Plan	$325 per month x 12 months = $3,900 per year	Individual Rate	W1,W5,W6
Health Care	High Deductible Plan	$175 per month x 12 months = $2,100 per year	Individual Rate	W2,W3,W4

FRINGE RATE DETAIL

Category	Item Detail	Annual Rate	Rate Detail	Positions #s
Retirement	Pension	Annual Wage X 6.5%	Plan Rate	W1,W2
Health Care	High Deductible Plan	$481.50 semi-monthly X 24 pay periods	Individual Plan/Pre-determined rate	W1
Other 1	VEBA/HRA	$50 per paycheck X 26 pay periods	Non-union rate/Individual	W1,W2
Other 2	Bilingual Pay	1 time per year in November	Pre-determined	W1
Other 3	Life Insurance	$6.50 monthly premium X 12 months = $78 (only using $26 as match)	Pre-determined	W2

Travel & Training

Please refer to *Chapter 9 of the NCC Grant Administration Manual, November 2025*, for information on determining allowability and calculating travel expenses. Key resources:

- GSA: https://www.gsa.gov/travel/plan-book/per-diem-rates
- State of Nebraska Travel Policy: https://das.nebraska.gov/accounting/manual.html#t6

Budget Spreadsheet: Travel & Training Tab Instructions

- Travel Plans Section
  - List the position doing the traveling, and the purpose of travel for each trip.
  - The starting location should be the staff member's office location. Fully remote positions should list the hometown of the staff member holding the position.
  - Enter the planned destination for the travel request.
    - For travel associated with training, list the planned location of the conference/ training event.
    - For travel associated with regular, ongoing job-duty related travel, list known locations or "VARIOUS" for statewide travel.
  - Enter the anticipated start and end dates to the best of your ability.
    - For travel associated with regular, ongoing job-duty related travel start and end dates of the month, quarter, or year associated with the ongoing travel.
- Mileage Section
  - List the approximate miles to be traveled.
    - For travel associated with regular, ongoing job-duty related travel, list the anticipated average miles per month.
  - List the approximate number of trips.
    - For travel associated with regular, ongoing job-duty related travel, list the number of months in the timeframe from the start and end dates.
  - List the mileage rate used claimed for reimbursement, up to the GSA rate.
- Training Registration Section
  - For travel associated with training, enter the registration fee for the training event.
    - Enter $0.00 if training event is free.
    - Leave blank if training registration is not applicable to the travel request.
- Airfare Section
  - For out of state travel requiring airfare, enter approximate flight and baggage costs.

        - Enter $0.00 if travel is out of state but airfare costs are not required.
        - Leave blank if out of state travel is not applicable to the travel request.
- Lodging Section
    - For overnight travel, enter the reimbursable lodging rate for the planned destination. Nights lodging will be auto-calculated based on your travel dates in the Travel Plans section.
        - Enter $0.00 if travel is overnight but lodging costs are not required.
        - Leave blank if overnight travel is not applicable to the travel request
- Meals Section
    - For overnight travel, enter the reimbursable meals & incidentals cost rate for the planned destination.
        - Enter $0.00 if travel is overnight but meals & incidentals costs are not required.
        - Leave blank if overnight travel is not applicable to the travel request
- Other Section
    - Enter the costs associated with other travel related items.
        - Enter $0.00 if other costs are not required.
        - Leave blank if other costs is not applicable to the travel request

Other Travel Costs Detail

Instructions for Other Costs Detail table (below):

For each item included in the Other Costs section of the spreadsheet, specify what is included in the cost and how it was calculated.

- Item – Select from the dropdown the Other Costs item number from the Travel & Training Tab of the budget spreadsheet.
- Item Category – Enter a general description of the item. (see example below)
- Item Calculation – Enter the rate and frequency of the item to show the calculation of how the cost was determined.
    - Save supporting documentation of the rate. (e.g. PDF printout of a quote/cost calculator website or a screenshot of the rate on the website) Supporting documentation must be provided if requested.
- Item Detail – Enter a more detailed description of the item. (see example below)
- Trip # – Enter the trip number from the left-most column of the spreadsheet.

OTHER COSTS DETAIL | EXAMPLE

Other Item	Item Category	Item Calculation	Item Detail	Trip #
Other 1	Airport Parking	$6 per day x 4 days = $24 per total	Long Term Lot	T1
Other 2	Transportation at Destination	$45 from airport to hotel + $60 from hotel to airport = $105 total	Taxi	T1

OTHER COSTS DETAIL

Other Item	Item Category	Item Calculation	Item Detail	Trip #s

Travel & Training Narrative

For each item listed in this section of your budget request, explain the following:

39. How is each item necessary to meet the goals and outcomes of the program?

40. How is each item reasonable and cost effective?

Direct Client Assistance (DCA)

Costs listed on this page must be exclusively for the direct benefit of victims of crime.

Budget Spreadsheet: DCA Tab Instructions

- Federal Budget Category – select from the dropdown
  - Supplies – items in this category are generally defined as tangible items that cost less than $5,000 per unit
  - Contracts – items in this category are defined in 2 CFR 200.1 "Contract"
  - Other – items that are not supplies or contracts
- Type – enter a description of the type of cost being requested
- Item – Enter a description of the specific item being requested
- Price & per – Enter the per unit price and unit of measure per unit for this item
- Quantity & per – Enter the number of units your project needs for the project period.
- Total Cost – Auto-calculated from the Price and Quantity fields. (Price × Quantity = Cost)

For each item listed in this section of your budget request, explain the following:

41. How is each item necessary to meet the goals and outcomes of the program?
    Click or tap here to enter text.
42. How is each item reasonable and cost effective?
    Click or tap here to enter text.

Supplies & Equipment

Budget Spreadsheet: Supplies & Equipment Tab Instructions

- Federal Budget Category – select from the dropdown
  - Supplies – items in this category are generally defined as tangible items that cost less than $5,000 per unit
  - Equipment – items in this category are defined in 2 CFR 200.1 "Equipment"
- Type – enter a description of the type of cost being requested
- Item – Enter a description of the specific item being requested
- Price & per – Enter the per unit price and unit of measure per unit for this item
- Quantity & per – Enter the number of units your project needs for the project period.
- Total Cost – Auto-calculated from the Price and Quantity fields. (Price × Quantity = Cost)

For each item listed in this section of your budget request, explain the following:

43. How is each item necessary to meet the goals and outcomes of the program?
    Click or tap here to enter text.
44. How is each item reasonable and cost effective?
    Click or tap here to enter text.

Contracts

Budget Spreadsheet: Contracts Tab Instructions

- Service Type – Enter a description of the type of cost being requested
- Service Detail – Enter a description of the specific item being requested
- Provider – Enter the name of the contract for established contracts. For planned contracts in which the vendor is not yet identified, enter "TBD"
- Rate & per – Enter the per unit price and unit of measure per unit for this item
- Frequency/Quantity & per – Enter the number of units your project needs for the project period.
- Total Cost – Auto-calculated from the Rate and Frequency/Quantity fields. (Rate × Quantity = Cost)

Individual consultants must adhere to a rate of $81.25 per hour, not to exceed $650 per day.

For each item listed in this section of your budget request, explain the following:

45. How is each item necessary to meet the goals and outcomes of the program?
    Click or tap here to enter text.
46. How is each item reasonable and cost effective?

Click or tap here to enter text.

Administrative Costs

NOTE: Organizations may only charge Administrative Costs OR Indirect Costs. NOT BOTH. Federal Priority Areas do not apply to Administrative Costs, so those fields are not provided.

See *Indirect Costs Classification* in the Request for Applications.

Budget Spreadsheet: Administrative Tab Instructions

- Federal Budget Category – Select the appropriate category
- Type – Select the type of cost being requested
  - Utilities
  - Rent
  - Insurance
  - Communications (phone, internet)
  - Administrative Staff
  - Audit Costs
- Item – Enter additional details to appropriately understand this cost.
- Rate & per – Enter the per unit price and unit of measure per unit for this item
- Frequency/Quantity & per – Enter the number of units your project needs for the project period.
- Total Cost – Auto-calculated from the Rate and Frequency/Quantity fields. (Rate × Quantity = Cost)

For each item listed in this section of your budget request, explain the following:

47. How is each item necessary to meet the goals and outcomes of the program?
    Click or tap here to enter text.
48. How is each item reasonable and cost effective?
    Click or tap here to enter text.

Other

Budget Spreadsheet: Other Tab Instructions

- Type – Enter a description of the type of cost being requested
- Detail 1 – Enter a description of the specific item being requested
- Detail 2 – Enter additional details to appropriately understand this cost.
- Rate & per – Enter the per unit price and unit of measure per unit for this item
- Frequency/Quantity & per – Enter the number of units your project needs for the project period.
- Total Cost – Auto-calculated from the Rate and Frequency/Quantity fields. (Rate × Quantity = Cost)

For each item listed in this section of your budget request, explain the following:

49. How is each item necessary to meet the goals and outcomes of the program?

Click or tap here to enter text.

50. How is each item reasonable and cost effective?
    Click or tap here to enter text.

Indirect Costs

Organizations may only charge Administrative Costs OR Indirect Costs. NOT BOTH.

Organizations may only charge Indirect Costs to VOCA as match IF they have a federally negotiated indirect costs rate. In direct costs may not charge indirect costs to their federal grant under the de minimis structure.

Federal Priority Areas do not apply to Indirect Costs, so those fields are not provided.

Budget Spreadsheet: Administrative Tab Instructions

- Personnel – Auto-calculated from all items classified as costs under the Personnel under the federal budget category.
- Fringe – Auto-calculated from all items classified as costs under the Fringe under the federal budget category.
- Travel – Auto-calculated from all items classified as costs under the Travel under the federal budget category.
- Supplies – Auto-calculated from all items classified as costs under the Supplies under the federal budget category.
- Services – Enter the total of applicable services.
- Subawards – Enter the total of the applicable subawards, up to $50,000 per subaward.
- Indirect Cost Rate – Enter the rate being applied (either from agreement or 15% for de minimis). This will be used to auto-calculate the amount allowable.
- If using Direct Salaries and Wages or Direct Salaries and Wages + Fringe Benefits as your base, enter 0 in the Indirect Cost Rate in the Indirect Cost Rate field for the non-applicable rows.

For your budget request, identify the following:

51. Does your organization have a federally Negotiated Indirect Cost Rate Agreement?
    No
52. Do any of your subgrantees have a federally negotiated Indirect Cost Rate Agreement?
    No
53. Which Indirect Cost Distribution Base does your request use
    Choose an item.

→ All applicants that have a federally approved indirect cost rate agreement are required to attach a copy of this agreement.

Section 6 - Application Signature Page

Applicant Information

Organization:	Name	City of Grand Island
	Address (including City, State & Zip)	100 East 1st Street Grand Island, NE 68801-6023
	Phone:	308-385-5444

Instructions

The officials who sign this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable. Certified e-signatures are acceptable.

Authorized Official

Must be a person with contract authority.
(i.e. City/County Commissioner, Mayor, Department Head, or President of Board Directors)

I certify the information in this application is accurate and as the Authorized Official for this project, hereby agree to comply with all provisions of the grant program, requirements outlined in the Request for Application, requirements of the Nebraska Crime Commission, and all other applicable federal and state laws.

I authorize the primary project contact, secondary project contact, and financial contact to act on behalf of the Authorized Official for grant management purposes and fulfillment of the grant program.

Roger D. Steele	4-13-2026
Signature of **Authorized Official**	Click or tap to enter a date. Date
Mayor Roger Steele	[redacted]
Printed Name of **Authorized Official**	

Project Point of Contact (Primary)

Must be an employee of the applicant agency.

	Click or tap to enter a date.
Signature of **Project Point of Contact**	Date
Kerry Garza	[redacted]
Printed Name of **Project Point of Contact**	

Financial Point of Contact

	Click or tap to enter a date.
Signature of **Financial Point of Contact**	Date
Cindy Wampole	[redacted]
Printed Name of **Financial Point of Contact**	

NEBRASKA CRIME COMMISSION

Applicant Risk Assessment Form

Section A: Applicant Information

Organization:	Name	City of Grand Island
	Address (including City, State & Zip)	100 East 1st Street Grand Island, NE 68801-6023
	Phone:	308-385-5444

Section B: Accounting System

1.	Which of the following best describes the accounting system:	☐ Manual ☐ Automated ☒ Combined	
2.	Does the accounting system identify the receipt and expenditure of program funds separately for each grant/contract?	☒ Yes	☐ No
3.	Does the accounting system provide for the recording of expenditures for each grant/contract by the budget cost categories shown in the approved budget?	☒ Yes	☐ No
4.	Are time distribution records maintained for an employee where their effort can be identified to a particular cost objective?	☒ Yes	☐ No
5.	Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of total funds available for a grant?	☒ Yes	☐ No
6.	Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?	☒ Yes	☐ No
7.	If Federal grant funds are commingled with organization funds, can the Federal funds and related costs be readily identified?	☒ Yes	☐ No

Section C: Program Management

1.	Is the organization new to managing federal grant funds or has the organization had recent staff turnover that significantly reduces its institutional capacity to effectively manage federal funds?	☐ Yes	☒ No
If Yes, please explain. Click or tap here to enter text.			
2.	Has the organization experienced high turnover of key grant funded staff directly responsible for program implementation and providing services?	☐ Yes	☒ No
If Yes, please explain. Click or tap here to enter text.			
3.	If the organization has recently (past 5 years) or currently receives federal grant funding, has the organization been out-of-compliance with reporting or other requirements?	☐ Yes	☒ No
If Yes, please explain. Click or tap here to enter text.			

Section D: Applicant Certification

I certify that the information provided is complete and correct to the best of my knowledge.

Roger K. Steele	4-13-2026
Signature of **Authorized Official**	Date
	[redacted]
Printed Name of **Authorized Official**	

***Note**: The Authorized Official is the Mayor, Chair of County Board or City Council or the Board Chair of a Private Non-profit Agency. The Director of the Agency is **NOT** considered the authorized official for the signing of these Special Conditions.*

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Section E: For NCC Use Only

1. Does the subrecipient agency have an acceptable track record of managing funds provided by NCC?	☐ Yes	☐ No
Briefly explain.		
2. Is the proposed program very complex, is the award above $1million, and/or is the proposed grant-funded activity such that additional risk can be presumed?	☐ Yes	☐ No
If yes, please explain.		
3. According to www.sam.gov, is the subrecipient organization or any of its principals presently debarred, suspended, or voluntarily excluded from covered transactions by any Federal, State or local department or agency for non-responsible behavior (i.e. fraud, embezzlement, tax evasion, violation of antitrust statutes)?	☐ Yes	☐ No
If yes, please explain.		

NEBRASKA CRIME COMMISSION

Certified Assurances

SECTION 1: CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on non-procurement debarment and suspension implemented at 2

C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee *thereof.*

No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271- 10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

I declare that the foregoing is true and correct.

Organization Name: City of Grand Island

Authorized Official Signature: Roger A. Steele

Name of Authorized Official: Roger Steele

Title: Mayor Date: 4-13-2026

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SECTION 2: CERTIFICATIONS STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law–including, but not limited to, the Indian Self-Determination and Education Assistance Act–seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271- 10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

I declare that the foregoing is true and correct.

Organization Name City of Grand Island

Authorized Official Signature: Roger K. Steele

Name of Authorized Official: Roger Steele

Title: Mayor Date: 4-13-2026

SECTION 3: VOCA CERTIFIED ASSURANCES AND COMPLIANCE

The following certified assurances and compliance regulations are applicable to projects, programs and/or agencies receiving Victims of Crime Act (VOCA) funds.

1. Applicant assures pursuant to section 1407(e) of the Victims of Crime Act of 1984 (codified at 34 U.S.C. 20110(e)), No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

2. Applicant complies with and will comply with the requirements of 34 U.S.C.20103(a)(2)(applicable provisions of VOCA), and 28 C.F.R. Part 94, Subpart B (the VOCA Assistance Program rule), and will require subrecipient compliance with these requirements, as applicable (e.g., 28 C.F.R. 94.111 to 94.122). See 28 C.F.R. 94.103. See https://www.federalregister.gov/documents/2016/07/08/2016-15685/victims-of-crime-act-victim-assistance-program.

3. Applicant will maintain fund accounting, auditing, and other records, as necessary, to assure fiscal control, proper fund management, and efficient disbursement of funds received under the VOCA victim assistance program.

4. Applicant will contribute the amount of matching funds as required by VOCA and the Nebraska Crime Commission.

5. Applicant is a public or non-profit program, or a combination of such agencies, and that it provides services to victims of crime. It can demonstrate a record of providing effective services to crime victims. This includes having community support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources. A new program that has not yet demonstrated a record of providing service must show that 25-50% of their financial support comes from non-federal sources.

6. Victim assistance funds will be used only to provide services free of charge to victims of crimes.

7. Applicant will help victims apply for crime victim compensation benefits.

8. Applicant will provide services to victims of federal crimes on the same basis as victims of state/local crimes.

9. Applicant will promote within the community, coordinated public and private efforts to aid crime victims.

10. Applicant will incorporate the use of volunteers unless the Nebraska Crime Commission determines there is a compelling reason to waive this requirement.

12. Applicant has or will have a grievance procedure for victims, employees and volunteers.

13. Applicant will establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statues, regulations, and the terms and conditions of the Federal award. This includes no comingling of federal funds, financial documentation for disbursements, daily time and attendance records for paid and volunteer staff, client files, the portion of the program funded with other sources of revenue, job descriptions, contracts for services, and other records which facilitate an effective audit.

14. The Applicant assures that if awarded funds, it will make Determinations of the Suitability to Interact with Minors for all individuals conducting some or all of activities to be carried out under the award (by the subrecipient at any tier) if those activities are to benefit individuals under 18 years of age. The subrecipient at any tier must make determinations of suitability before certain individuals may interact with participating minors and documentation of this determination will be kept by the subrecipient to be reviewed as requested by the Crime Commission. This requirement applies regardless of an individual's employment status and whether or not the grant award funds the individual's position. The Applicant agrees to pass down this condition and verify suitability is attained prior to dispersing funds to a pass-through entity (sub-subrecipient). *Details of this requirement are posted here:* https://ojp.gov/funding/Explore/Interact-Minors.htm

15. Certification of Application: Applicant certifies the information in this application is accurate and, as the Authorized Official for the project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

16. Discrimination & Harassment Policy Certification: Applicant acknowledges review of the Nebraska Crime Commission's Discrimination & Harassment Policy located at:

https://ncc.nebraska.gov/sites/ncc.nebraska.gov/files/...

17. The Applicant assures that federal grant funds will not be used to supplant existing funds.

18. The Applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Nebraska Crime Commission shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the Act.

19. The Applicant assures that they and all subawards under this award have a UEI number and are registered with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and the federal administering office of the Applicable Grant Program (i.e., OVW, OVC, BJA, Title II).

20. The Applicant assures it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Crime Commission may require.

21. The Applicant assures the proposed project fulfills all program requirements; that all the information is correct; that there has been and will be throughout the life of the grant, appropriate coordination with affected agencies; and the Applicant will comply with all provisions of the Applicable Grant Program as well as all other applicable federal and state laws.

22. The Applicant agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

I certify I have read and reviewed the above assurances, that the Applicant will comply with all provisions of the Applicable Grant Program (NCC Fund Opportunity) and all other applicable federal laws and state laws, and the Applicant will implement the project as written if approved by the Crime Commission.

I declare that the foregoing is true and correct.

Organization Name City of Grand Island

Authorized Official Signature: Roger A. Steele

Name of Authorized Official: Roger Steele

Title: Mayor Date: 4-13-2026

NEBRASKA CRIME COMMISSION

Certified Assurances

SECTION 1: CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on non-procurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof.

No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271- 10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

I declare that the foregoing is true and correct.

Organization Name: City of Grand Island

Authorized Official Signature: Roger A. Steele

Name of Authorized Official: Roger Steele

Title: Mayor

Date: 4-13-2026

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SECTION 2: CERTIFICATIONS STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law–including, but not limited to, the Indian Self-Determination and Education Assistance Act–seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271- 10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

I declare that the foregoing is true and correct.

Organization Name: City of Grand Island

Authorized Official Signature: Roger K. Steele

Name of Authorized Official: Roger Steele

Title: Mayor Date: 4-13-2026

SECTION 3: VOCA CERTIFIED ASSURANCES AND COMPLIANCE

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1. Applicant assures pursuant to section 1407(e) of the Victims of Crime Act of 1984 (codified at 34 U.S.C. 20110(e)), No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

2. Applicant complies with and will comply with the requirements of 34 U.S.C.20103(a)(2)(applicable provisions of VOCA), and 28 C.F.R. Part 94, Subpart B (the VOCA Assistance Program rule), and will require subrecipient compliance with these requirements, as applicable (e.g., 28 C.F.R. 94.111 to 94.122). See 28 C.F.R. 94.103. See https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victimassistance-program.

3. Applicant will maintain fund accounting, auditing, and other records, as necessary, to assure fiscal control, proper fund management, and efficient disbursement of funds received under the VOCA victim assistance program.

4. Applicant will contribute the amount of matching funds as required by VOCA and the Nebraska Crime Commission.

5. Applicant is a public or non-profit program, or a combination of such agencies, and that it provides services to victims of crime. It can demonstrate a record of providing effective services to crime victims. This includes having community support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources. A new program that has not yet demonstrated a record of providing service must show that 25-50% of their financial support comes from non-federal sources.

6. Victim assistance funds will be used only to provide services free of charge to victims of crimes.

7. Applicant will help victims apply for crime victim compensation benefits.

8. Applicant will provide services to victims of federal crimes on the same basis as victims of state/local crimes.

9. Applicant will promote within the community, coordinated public and private efforts to aid crime victims.

10. Applicant will incorporate the use of volunteers unless the Nebraska Crime Commission determines there is a compelling reason to waive this requirement.

12. Applicant has or will have a grievance procedure for victims, employees and volunteers.

13. Applicant will establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statues, regulations, and the terms and conditions of the Federal award. This includes no comingling of federal funds, financial documentation for disbursements, daily time and attendance records for paid and volunteer staff, client files, the portion of the program funded with other sources of revenue, job descriptions, contracts for services, and other records which facilitate an effective audit.

14. The Applicant assures that if awarded funds, it will make Determinations of the Suitability to Interact with Minors for all individuals conducting some or all of activities to be carried out under the award (by the subrecipient at any tier) if those activities are to benefit individuals under 18 years of age. The subrecipient at any tier must make determinations of suitability before certain individuals may interact with participating minors and documentation of this determination will be kept by the subrecipient to be reviewed as requested by the Crime Commission. This requirement applies regardless of an individual's employment status and whether or not the grant award funds the individual's position. The Applicant agrees to pass down this condition and verify suitability is attained prior to dispersing funds to a pass-through entity (sub-subrecipient). *Details of this requirement are posted here:* https://ojp.gov/funding/Explore/InteractMinors.htm

15. Certification of Application: Applicant certifies the information in this application is accurate and, as the Authorized Official for the project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

16. Discrimination & Harassment Policy Certification: Applicant acknowledges review of the Nebraska Crime Commission's Discrimination & Harassment Policy located at:
https://ncc.nebraska.gov/sites/ncc.nebraska.gov/files/DP%20342.pdf

17. The Applicant assures that federal grant funds will not be used to supplant existing funds.

18. The Applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Nebraska Crime Commission shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the Act.

19. The Applicant assures that they and all subawards under this award have a UEI number and are registered with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and the federal administering office of the Applicable Grant Program (i.e., OVW, OVC, BJA, Title II).

20. The Applicant assures it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Crime Commission may require.

21. The Applicant assures the proposed project fulfills all program requirements; that all the information is correct; that there has been and will be throughout the life of the grant, appropriate coordination with affected agencies; and the Applicant will comply with all provisions of the Applicable Grant Program as well as all other applicable federal and state laws.

22. The Applicant agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

I certify I have read and reviewed the above assurances, that the Applicant will comply with all provisions of the Applicable Grant Program (NCC Fund Opportunity) and all other applicable federal laws and state laws, and the Applicant will implement the project as written if approved by the Crime Commission.

I declare that the foregoing is true and correct.

Organization Name City of Grand Island

Authorized Official Signature: Roger K. Steele

Name of Authorized Official: Roger Steele

Title: Mayor Date: 4-13-2026

R E S O L U T I O N 2026 -184

WHEREAS, The U.S. Department of Justice has provided funding for Victims of Crime Act (VOCA) grants and instituted a 12-month grant award process; and

WHEREAS, The Grand Island Police Department has a Victim / Witness Unit that serves as a valuable resource to victims of crime in our community; and

WHEREAS, the Grand Island Police Department has received VOCA grant funding in past years to support the Victim / Witness Unit; and

WHEREAS, the VOCA Grant Award accepting $74,000.00 in funding must be submitted to the Nebraska Crime Commission; and

WHEREAS, the Police Department must have Council approval to accept a VOCA grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Police Department 12-month Victims of Crime Act (VOCA) grant award to the Nebraska Crime Commission requesting an amount of $74,000.00 to help fund the Victim/ Witness Unit.

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.m.

Subject: #2026-185 - Approving Membership as a Transmission User in the Southwest Power Pool

Staff Contact: Ryan Schmitz

BACKGROUND:

Grand Island currently participates in the Southwest Power Pool (SPP) market, owns transmission lines, and utilizes the SPP transmission system. While the City is active within SPP operations, it is not currently a voting member of the organization.

SPP is the Regional Transmission Organization (RTO) responsible for coordinating transmission reliability, administering wholesale electric markets, and planning transmission infrastructure across a multi-state region. Decisions made by SPP directly affect the City's electric utility operations, costs, reliability, and future planning efforts.

DISCUSSION:

Membership in SPP provides the City with voting rights on issues that impact transmission operations, market rules, reliability standards, governance, and future policy direction. Without membership, the City remains subject to decisions made by SPP but has limited ability to influence those decisions and in many cases not even know what decisions are made.

Key benefits of membership include:

- **Voting Rights:** Provides the City with a formal vote on matters considered by SPP stakeholders and membership groups.
- **Representation:** Ensures the City's interests are represented when policies, tariffs, and market rules are developed or modified.
- **Influence on Future Decisions:** Allows the City to participate more effectively in discussions and decisions that may impact transmission costs, market operations, and reliability requirements.
- **Industry Engagement:** Enhances collaboration with other utilities, transmission

customers, and market participants across the SPP footprint.
- **Long-Term Value:** Provides an opportunity to help shape decisions that can have financial and operational impacts far exceeding the annual membership cost.

FISCAL IMPACT: The membership fee of $6,000 would be coded to 52081295.93000

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 approval of the Southwest Power Pool (SPP) membership and authorization of the associated annual membership cost of $6,000.

SAMPLE MOTION:

Move to approve the membership into SPP at an annual cost of $6,000.

ATTACHMENTS:
1. Agreement
2. Resolution

Southwest Power Pool
Governing Documents Tariff
Document Generated On: 3/31/2026

SOUTHWEST POWER POOL, INC.

BYLAWS

First Revised Volume No. 4
Superseding
Original Volume No. 4

Southwest Power Pool Bylaws

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PREAMBLE

The values and principles upon which SPP is incorporated and formed include a commitment to deliver superior services, drive value beyond reliability, build and maintain trusted relationships, achieve collaboratively and engage passionately, and embrace and promote diversity. These values and principles should guide those serving this organization. The Board of Directors will endeavor to ensure equity to all Members while also assuring the continuous adaptation to controlling conditions within these stated values and principles.

1.0 Definitions

Affiliate Relationships

Affiliate Relationships are relationships between SPP Members that have one or more of the following attributes in common:

(a) are subsidiaries of the same company;

(b) one Member is a subsidiary of another Member;

(c) have, through an agency agreement, turned over control of a majority of their generation facilities to another Member;

(d) have, through an agency agreement, turned over control of a majority of their transmission system to another Member, except to the extent that the facilities are turned over to an independent transmission company recognized by FERC;

(e) have an exclusive marketing alliance between Members;

(f) ownership by one Member of 10% or greater of another Member; or

(g) For the purposes of administering these Bylaws, are divisions of the same Federal Power Marketing Agency and are considered to have Affiliate Relationships.

Articles of Incorporation

SPP's articles of incorporation as filed with the state of Arkansas.

Board of Directors

The Board of Directors of SPP, which shall manage the general business of SPP pursuant to these Bylaws.

Bylaws

These bylaws.

Criteria

Planning and operating standards and procedures as approved by the Board of Directors.

ERO

The Electric Reliability Organization under FERC jurisdiction that regulates reliability of the electric power grid.

Existing Obligations

Certain financial obligations as defined in Section 8.7.1 of these Bylaws.

Federal Power Marketing Agency

This term shall include the term "Federal Power Marketing Administration" and have the same definition that is set forth in the Federal Power Act at 16 U.S.C. § 796(19), which defines "Federal power marketing agency" as "any agency or instrumentality of the United States (other than the Tennessee Valley Authority) which sells electric energy[.]"

Federal Power Marketing Agency Amendments

The amendments and revisions to the SPP Bylaws, the SPP Membership Agreement, and Section 39.3 of the SPP OATT that are required by a Federal Power Marketing Agency Member for initial SPP membership or as they may be revised in the future by mutual agreement between the Federal Power Marketing Agency Member and SPP.

Federal Power Marketing Agency Member

An entity that is a Member and is a Federal Power Marketing Agency or a division of a Federal Power Marketing Agency.

FERC

The Federal Energy Regulatory Commission or successor organization.

Member

An entity that has met the requirements of Section 2.2 of these Bylaws.

Membership

The collective Members of SPP.

Membership Agreement

The contract, that specifies the rights and obligations of the parties, executed between SPP and an entity seeking to become an SPP member.

NERC

The North American Electric Reliability Corporation or successor organization.

Net Energy for Load

The load served by transmission facilities under the SPP Open Access Transmission Tariff.

OATT

Open Access Transmission Tariff.

Officers

The officers of SPP as elected by the Board of Directors. The Officers consist of the President and the Corporate Secretary, at a minimum. Any Officer must be independent of any Member organization.

Organizational Group

A group, other than the Board of Directors and the Members Committee, comprising a committee or working group that is charged with specific responsibilities toward accomplishing SPP's mission.

Regional Criteria

SPP planning and operating standards and procedures as approved by the Board of Directors.

SPP

Southwest Power Pool, Inc. or successor organization.

Staff

The technical and administrative staff of SPP as hired by the Officers to accomplish SPP's mission.

Terminated Member

An entity that was a Signatory to the Membership Agreement but whose membership in SPP has been terminated under Section 4 of the Membership Agreement.

Transmission Owning Member

A Member that has placed more than 500 miles of non-radial facilities operated at or above 60 kV under the independent administration of SPP for the provision of regional transmission service as set forth in the Membership Agreement.

Transmission Using Member

A Member that does not meet the definition of a Transmission Owning Member.

2.0 Membership

2.1 Qualifications

Membership in SPP is voluntary and is open to any electric utility, Federal Power Marketing Agency, transmission service provider, any entity engaged in the business of producing, selling and/or purchasing electric energy for resale, and any entity willing to meet the membership requirements, including execution of the Membership Agreement. Membership also is open to any entity eligible to take service under the SPP OATT. These entities desire the greater efficiency and service reliability gained through better coordination by voluntary association in SPP as constituted herein and in the SPP Articles of Incorporation. Members recognize that such association has a significant effect upon the availability and reliability of the bulk electric power supply of the region, and thereby affects the reliability of the nation's electric power supply.

2.2 Applications

Membership by an entity shall be obtained upon meeting the following requirements:

(a) Meeting membership qualifications;

(b) Providing an application for membership to the SPP President; and

(c) Executing the Membership Agreement and delivering a signed copy to the President.

The President shall review applications, approve those meeting membership qualifications and promptly give written notice of the new Member to all other Members. The Board of Directors will review any disputes arising as to the qualifications of the new Member. Membership will commence at the beginning of the next calendar month following completion of these requirements or some other date as may be mutually agreed upon.

2.3 Member Responsibilities and Obligations

Members recognize that SPP exists and operates for the benefit of the bulk electric transmission system and to ensure the reliability of the nation's power supply. As such, Members are required to act to further these goals by participating in projects, and complying with regulatory requirements. Failure to comply with these provisions will be considered a violation of these Bylaws and the Member may be removed in accordance with the provisions for Removal of Members in the Membership Agreement.

2.4 Termination, Removal and Reinstatement

The Board of Directors may terminate the membership of any Member in accordance with the Membership Agreement. The President shall promptly give written notice of the removal to all other Members. Any former Member seeking to rejoin SPP shall apply to the Board of Directors for reinstatement. In its application for reinstatement, the former Member shall:

(a) provide evidence that it has fully paid any accrued financial obligation to SPP;

(b) demonstrate it has corrected the reason for its removal;

(c) establish that it will be in compliance with SPP membership requirements; and

(d) deliver an executed Membership Agreement to the President.

3.0 Organizational Administration

3.1 Structure

Member input on decision-making shall be accomplished primarily through Membership participation in Organizational Groups. Members are expected to provide representation to Organizational Groups as requested. Unless otherwise provided in these Bylaws, Organizational Group representation will be appointed by the Board of Directors, who shall consider the various types and expertise of Members and their geographic and interconnection locations, to achieve a widespread and effective representation of the Membership. Organizational Group representation will be reviewed annually for compliance with the Bylaws by the Corporate Governance Committee. The Chair of any Organizational Group may appoint any ad hoc task forces as necessary to fulfill its mission. Task force appointments shall be made with due consideration of the various types and expertise of Members and their geographic and interconnection locations. Criteria for serving on an Organizational Group will be determined in the group's scope. Except for any full representation group, an appointment to an Organizational Group is for an individual, not a corporate entity. Participation in certain sessions of Organizational Group meetings where market sensitive issues are discussed may be restricted to persons representing entities that have executed ERO's Confidentiality Agreement. Representatives on all Organizational Groups will be documented in the SPP directory maintained by Staff. Organizational Group vacancies will be filled on an interim basis by appointment of the President unless otherwise provided for in these Bylaws.

3.2 Attendance and Proxy

Except for the Markets and Operations Policy Committee (MOPC), if a representative does not attend three consecutive Organizational Group meetings, he/she will be considered to have resigned from the group, absent express waiver of this requirement by the chair of the group. Any appeal of removal from the roster of an Organizational Group should be directed to the Corporate Secretary. Any resulting vacancy will be filled in accordance with Section 3.1 Structure of these Bylaws. If a representative is unable to attend an Organizational Group meeting, he/she may in writing appoint a substitute representative who shall have such rights to participate and vote as the representative specifies. The substitute representative must be another member of the Organizational Group or another person who has the authority to act on behalf of the representative, and must not act as a proxy for more than four members per meeting. A representative must not grant a proxy for more than three consecutive meetings without the express consent of the chair of the Organizational Group. If a representative exceeds the proxy limit, he/she will be considered to have resigned from the Organizational Group and the vacancy will be filled in accordance with these Bylaws; except, in the case of any full representation Organizational Group, in which case a new representative will be solicited from the member company.

A proxy provided to another representative of the Organizational Group will not be recorded as attendance at the meeting and will not serve to meet or maintain the quorum requirements. A proxy provided to another person with the authority to act on behalf of the representative will be recorded as attendance at a meeting for the purpose of meeting or maintaining the quorum requirements.

3.3 Leadership

3.3.1 Appointment

The Chair of all Organizational Groups shall be nominated by the Corporate Governance Committee for consideration and appointment by the Board of Directors. A Vice Chair shall be elected by the members of an Organizational Group, unless provided otherwise in these Bylaws. A Vice Chair shall act for a Chair:

(a) at the request of the Chair;

(b) if the Chair becomes incapacitated and unable to discharge the functions of the position; or

(c) if the position of the Chair becomes vacant, until a new Chair takes office.

3.3.2 Terms

Unless otherwise provided in these Bylaws, the terms of the Chair and Vice Chair of all Organizational Groups reporting to the Board of Directors shall coincide with the two-year term of the Chair of the Board of Directors. The Chair and Vice Chair of all Organizational Groups reporting to the MOPC shall serve two-year terms, with half of such terms expiring in even years and the remainder in odd years, as determined by the Corporate Governance Committee.

3.3.3 Vacancies

Should any individual having been appointed as a Chair of any Organizational Group be unable to serve for the term specified, a replacement shall be appointed by the Chair of the Board of Directors for the unexpired term of office.

3.4 Executive Authority

The Officers shall carry out the rights, duties, and obligations of SPP pursuant to the authority granted by the Board of Directors. Officers will execute the SPP Standards of Conduct upon employment. The Standards of Conduct outline the independence requirements for all employees of SPP. The Officers shall be empowered to:

(a) employ qualified technical and administrative employees;

(b) engage office space;

(c) employ outside technical and special service organizations;

(d) execute contracts;

(e) provide for independent regional reliability coordination, transmission service administration, and other services as may be directed by the Board of Directors;

(f) serve as SPP's representative before regulatory bodies, NERC, and in other public forums;

(g) incur reasonable expenses; and

(h) make Staff resources available to individual Members or groups of Members on a non-firm, non-priority, first-come-first-serve basis so as not to interfere with current or future needs and priorities established by SPP.

3.5 Meetings

Organizational Groups shall meet as necessary. SPP meetings shall be open, however, any Organizational Group may limit attendance at a meeting by an affirmative vote of the Organizational Group as necessary to safeguard confidentiality of sensitive information, including but not limited to Order 889 Code of Conduct requirements, personnel, financial, or legal matters. Unless otherwise agreed to by the Organizational Group, representatives shall be given at least fifteen business days' written notice of the date, time, place and purpose of each regular or special meeting. Telephone or web conference meetings may be called as appropriate by the Chair of any Organizational Group with at least one business day's prior notice. For purposes of this Section 3.5, a Federal holiday is not a business day.

3.6 Order of Business

The latest edition of Robert's Rules of Order will generally govern all SPP meetings on any point not specifically covered in these Bylaws.

3.7 Expenses

The expenses of a representative participating in the activities of SPP Organizational Groups and task forces shall be borne by that representative.

3.8 Quorum

The quorum for a meeting of the Markets and Operations Policy Committee or the Membership shall be those Members participating, whether in person or remotely by telephone, web conference, or similar technology, or represented by proxy. The quorum for any other Organizational Group or task force shall be one-half of the representatives thereof, but not less than three representatives; provided, that a lesser number may adjourn the meeting to a later time. The quorum for a meeting must be established and maintained throughout the meeting in order for the Organizational Group to take any binding action(s). Notwithstanding the above, any actions taken before a quorum is lost are considered valid and binding.

3.9 Voting

3.9.1 Markets and Operations Policy Committee and Membership

Upon joining, Members shall be assigned to one of two Membership sectors for the sole purpose of voting on matters before the Markets and Operations Policy Committee or the Membership: Transmission Owning Members, or Transmission Using Members. Each sector votes separately with the result for that sector being a percent of approving votes to the total number of Members voting. An action is approved if the average of these two percentages is at least 66%. If no Members are participating within a sector, the single participating sector-voting ratio will determine approval. Unless otherwise stated in these Bylaws, the Markets and Operations Policy Committee or the Membership may determine to vote on an issue by email. The outcome of any email vote must be recorded in the minutes for the group.

3.9.2 Organizational Groups and Task Forces

Each representative of an Organizational Group or task force shall have one vote. A simple majority of participants, whether participating in person or remotely by telephone, web conference, or similar technology, or represented by proxy and voting shall be required for approval of an action for all other Organizational Group and task force action(s). Unless otherwise stated in these Bylaws, an Organizational Group or task force may determine to vote on an issue by email. The outcome of any email vote must be recorded in the minutes for the group.

3.10 Appeal

Should any Member or group of Members disagree on an action taken or recommended by any Organizational Group, such Member(s) may, upon written request to the Corporate Secretary, appeal and submit an alternate recommendation to the Board of Directors prior to the next regularly scheduled Board of Directors meeting following such Organizational Group action or inaction.

3.11 Staff Independence and Support

Employees shall not be an employee, director, consultant or contractor of, and shall have no interest in any Third Party, or any of its Affiliates, which shall be deemed to include ownership (outside of a mutual fund, blind trust, or similar arrangement as permitted herein) by an employee or his/her immediate family members of Prohibited Securities.

For purposes of this section:

"Affiliates" include any two or more entities of which one controls the other or they are under common control. "Control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of an entity. Ownership of publicly-traded equity securities of another entity shall not result in control or affiliation for purposes of these standards if the securities are held as an investment, the holder owns (in its name or via intermediaries) less than 10% of the outstanding securities of the entity, the holder does not have representation on the entity's board of directors (or equivalent managing entity) or vice versa, and the holder does not in fact exercise influence over day-to-day management decisions. Unless the contrary is demonstrated to the satisfaction of the Corporate Governance Committee, control shall be presumed to arise from the ownership of or the power to vote, directly or indirectly, 10% or more of the voting securities of such entity.

"Immediate family members" include spouses, minor children, or any person for whom the employee has power of attorney or guardianship rights.

"Prohibited Securities" include the securities of a Third Party that has been engaged or qualified to engage in activities or transactions under the SPP OATT in the previous 12 months or the securities of its Affiliates, if:

(a) the primary business purpose of the Third Party, or its Affiliates, is to buy, sell or schedule energy, power, capacity, ancillary services or transmission services as indicated by an industry code within the "Electric Power Generation, Transmission, and Distribution" industry group under the North American Industry Classification System (NAICS) or otherwise determined by SPP;

(b) the Third Party has been pre-qualified as eligible to be a Qualified RFP Participant pursuant to Attachment Y to the SPP OATT;

(c) the total (gross) financial settlements regarding the use of transmission capacity of the Transmission System and/or transactions in the centralized markets that SPP administers under the SPP OATT for all Third Parties affiliated with the publicly-traded entity at issue during its most recently completed fiscal year is equal to or greater than 0.5% of its gross revenues for the same time period; or

(d) the total (gross) financial settlements regarding the use of transmission capacity of the Transmission System and/or transactions in the centralized markets that SPP administers under the SPP OATT for all Third Parties affiliated with the publicly-traded entity at issue during the prior calendar year is equal to or greater than 3% of the total transactions for which the Integrated Marketplace Counterparty is a counterparty pursuant to Attachment AE to the SPP OATT for the same time period.

"Securities" shall mean negotiable or non-negotiable investment of financing instruments that can be sold and bought. Securities include bonds, stocks, debentures, notes, and options.

"Third Party" shall mean a Member; a customer of services provided by SPP under the SPP OATT or any other tariff that SPP administers; an entity for which SPP provides services under contract, including, but not limited to, tariff administration services; or an entity that has been pre-qualified as eligible to be a Qualified RFP Participant pursuant to Attachment Y to the SPP OATT.

If an SPP employee owns Prohibited Securities, he/she must dispose of them within six months of:

(a) the commencement of employment at SPP;

(b) notification of a new Third Party conducting business with SPP; or

(c) the date of receipt of a gift or inheritance or other taking of legal control of those Prohibited Securities.

SPP employees may indirectly own publicly-traded Prohibited Securities through a mutual fund, blind trust, or similar arrangement under which the SPP employee does not control the purchase or sale of such Prohibited Securities, except for any fund or

arrangement specifically targeted towards the electric utility industry, or any segments thereof.

SPP will maintain a listing of Third Party entities and publicly-traded Prohibited Securities for SPP employees' reference.

Staff members will be required to execute the SPP Standards of Conduct upon employment and annually thereafter. The Standards of Conduct outline the independence requirements for employees of SPP. The President shall assign to each Organizational Group a Staff member, who shall attend all meetings and act as secretary to the Organizational Group and any ad hoc task forces of that group. Staff secretaries of all Organizational Groups and task forces shall be non-voting. Minutes shall be kept of pertinent discussion, business transacted, decisions reached, and actions taken at each meeting of SPP Organizational Groups or task forces by the secretary. Minutes shall be published within seven calendar days following a meeting but in any event in advance of the next meeting, and considered final documents upon their approval by the Organizational Group or task force.

3.12 Publications and Databases

SPP shall publish and distribute reports as necessary to fulfill the SPP mission. SPP shall also develop and maintain electronic databases of relevant technical information. The release of member-specific proprietary information will be governed by the appropriate SPP governing document (the OATT, the Membership Agreement, the Bylaws, the SPP Criteria) and/or a properly executed confidentiality agreement. Standard publications and standard forms of non-proprietary information will be made available at no charge.

3.13 Dispute Resolution

These procedures are established for the equitable, efficient and expeditious resolution of disputes. These procedures are intended to cover disputes between any two or more Members, between Members and consenting non-members, or between SPP and any Member(s) or consenting non-member(s). SPP and Members are strongly encouraged to take part in the complete process herein described prior to litigation or the utilization of other dispute resolution processes. SPP administrative involvement in the proceeding is to coordinate with an appropriate firm or panel to facilitate the resolution of the dispute and to provide meeting coordination and facilities. These procedures do not apply to disputes that are covered by the dispute resolution procedures of the SPP OATT.

3.13.1 Instigation

Any Member may begin these dispute resolution procedures by making a request in writing to the President. The President will inform the Board of Directors of the initiation of any dispute resolution proceedings. This written request must contain the authorized signatures of all parties to the dispute. The request must contain:

(a) a statement of the issues in dispute;

(b) the positions of each of the parties relating to each of the issues;

(c) the specific dispute resolution procedure desired; and

(d) any agreed-upon modifications or specific additions to the proceedings described in these Bylaws by which the dispute may be resolved.

3.13.2 Dispute Resolution Process

In the event SPP is a party to the dispute, the parties shall engage a firm specializing in alternative dispute resolution to administer the dispute resolution process. The firm will be mutually determined by the parties and the process will be administered in accordance with these Bylaws and such other SPP governing documents as may be relevant to the proceeding. In the event the parties cannot mutually agree to the engagement of a firm, the dispute resolution process will be abandoned and other available means for resolution will be pursued.

In the event SPP is not a party to the dispute, the parties to the dispute may engage a firm specializing in alternative dispute resolution to administer the dispute resolution process. The firm will be mutually determined by the parties and the process will be administered in accordance with these Bylaws and such other SPP governing documents as may be relevant to the proceeding. In the event the parties cannot mutually agree to the engagement of a firm, and do not determine some other mutually acceptable procedure, the President of SPP shall provide to each party to the dispute a list of candidates to be used in forming a three-person dispute resolution panel. The candidates shall be persons meeting the requirements for directors. The President shall then call a telephone or web conference meeting during which each party shall alternate striking names from the list until those remaining constitute the dispute resolution panel. This panel shall select a chair from its membership. Should any candidate decline to serve or resign from a current appointment for any reason, the candidate whose name was last struck from the list shall be contacted to serve. The President shall assign a Staff representative to assist the panel as secretary. The President shall manage the panel selection process to ensure its timely completion.

3.13.3 Dispute Resolution Procedures

The types of proceedings available for the resolution of disputes are:

(a) An advisory proceeding to assist each party through discussion and advice, on a separate and individual basis without active participation in the joint discussions and negotiations, to resolve the dispute informally by mutual agreement;

(b) A mediation proceeding to assist the parties through active participation in the joint discussions and negotiations (including specific recommendations of the issues in dispute) through which the parties indirectly attempt to resolve the dispute informally by mutual agreement;

(c) A non-binding dispute resolution proceeding to hear formal evidence on factual matters related to the issues submitted, make written findings and conclusions of fact, and issue specific written recommendations for resolution of each issue in dispute.

(d) A binding dispute resolution proceeding to hear formal evidence on factual matters related to the issues submitted, make written findings and conclusions of fact, and issue directives and awards for resolution of each issue in dispute.

The panel chair shall determine meeting arrangements and format necessary to efficiently expedite the resolution of the dispute, and the Staff secretary shall notify the parties of these details. Each party to the dispute must have at least one representative participating at all related meetings with full authority to resolve the dispute. Upon conclusion of this process, the panel chair shall notify the President of its outcome. After consultation with the parties to the dispute and the panel chair to determine the completion of the process as described herein, and/or as modified by the parties, the President shall discharge the panel, and notify the Board of Directors of the results. The parties to the dispute agree to complete the process within ninety calendar days from selection of the panel. Final determinations may be subject to corporate or regulatory approvals, which the parties should disclose at the outset of the process. The Staff secretary shall maintain minutes of the panel meetings, which shall become part of SPP's historical records.

3.13.4 Expenses

The parties to the dispute shall share equally all reasonable charges for the meeting location, administrative costs, and related travel expenses of panel members. The parties to the dispute shall also share equally all reasonable compensation for time and service of panel members and related incremental expenses of the Staff. The President shall determine reasonableness of time and service costs for panel members prior to process implementation. The Staff secretary shall account for these expenses. Each party to the dispute shall be responsible for their respective associated expenses.

3.13.5 Liability

The parties to any dispute which is the subject of these dispute resolution procedures shall hold harmless SPP, its Members, Organizational Groups and each of their directors, officers, agents, employees or other representatives, and

the panel members from any liabilities, claims, or damages resulting from any agreement or lack of agreement as a result of the dispute resolution proceedings. The foregoing hold harmless right shall not be extended to the parties to any given dispute or to their directors, officers, agents, employees or other representatives.

3.14 Meeting of Members

The Chair of the Board of Directors shall convene and preside over meetings of Members for the purpose of electing directors and Members Committee representatives to positions becoming vacant in the ensuing year, and any other necessary business. The Membership shall meet at least once per calendar year.

3.15 Liability, Insurance and Indemnification

For purposes of this section "SPP" refers to SPP and its officers, directors, employees or agents, and "Member" refers to the Members of SPP as defined in these Bylaws. None of the provisions of this section, including the waiver of liability in Section 3.15.1 below, absolving SPP or its Members, directors, officers, agents, employees or other representatives of liability or any provisions for insurance or indemnification apply to actions which are unlawful, undertaken in bad faith, or are the result of gross negligence or willful misconduct.

3.15.1 Waiver of Liability

(a) SPP shall not be liable to any Member for damages arising out of or related to any directive, order, procedure, action, or requirement of SPP, under the then effective Bylaws and Criteria.

(b) No Member shall be liable to any other Member or to SPP for damages arising out of or related to any action by the Member pursuant to any directive, order, procedure, action or requirement of SPP, under the then effective Bylaws and Criteria.

(c) Each Member waives any future claim it might have against SPP or other Members arising out of or resulting from any directive, order, procedure, action or requirement of SPP, under the then effective Bylaws and Criteria.

(d) SPP waives any future claim it might have against any Member arising out of or resulting from any actions taken by a Member pursuant to any directive, order, procedure, action or requirement of SPP, under the then effective Bylaws and Criteria.

3.15.2 Insurance

The President is authorized to procure insurance to protect SPP, its directors, officers, agents, employees, or other representatives against damages arising out of or related to any directive, order, procedure, action or requirement of SPP, under the then effective Bylaws and Criteria or pursuant to the OATT.

3.15.3 Indemnification of Directors, Officers, Agents and Employees

Except for actions which are unlawful, undertaken in bad faith, or are the result of gross negligence or willful misconduct, SPP shall indemnify its directors, officers, agents, employees, or other representatives to the maximum extent allowed by law consistent with these Bylaws. Each director, officer, agent, employee, or other representative of SPP shall be indemnified by SPP against all judgments, penalties, fines, settlements, and reasonable expenses, including legal fees, incurred as a result of, or in connection with, any threatened, pending or completed civil, criminal, administrative, or investigative proceedings to which the incumbent may be made a party by reason of acting or having acted in official capacity as a director, officer, agent, employee, or representative of SPP, or in any other capacity which the incumbent may hold at the request of SPP, as its representative in any other organization, subject to the following conditions:

(a) Such director, officer, agent, employee, or other representative must have acted in good faith and, in the case of criminal proceedings, must have had no reasonable cause to believe that conduct was unlawful; provided, that SPP shall not provide indemnification of any conduct judged unlawful in criminal proceedings. When acting in official capacity, the incumbent must have reasonably believed that conduct was in the best interests of SPP, and, when acting in any other capacity, must have reasonably believed that conduct was at least not opposed to the best interests of SPP.

(b) If the proceeding was brought by or on behalf of SPP, however, indemnification shall be made only with respect to reasonable expenses referenced above. No indemnification of any kind shall be made in any such proceeding in which the director, officer, agent, employee, or other representative shall have been adjudged liable to SPP.

(c) In no event, however, will indemnification be made with respect to any described proceeding which charges or alleges improper

personal benefit to a director, officer, agent, employee, or other representative and where liability is imposed on the basis of the receipt of such improper personal benefit.

(d) In order for any director, agent, employee, or other representative to receive indemnification under this provision, the person shall vigorously assert and pursue any and all defenses to those claims, charges, or proceedings covered herein which are reasonable and legally available and shall fully cooperate with SPP or any attorneys involved in the defense of any such claim, charges, or proceedings on behalf of SPP.

(e) No indemnification shall be made in any specific instance until it has been determined by SPP that indemnification is permissible in that specific case, under the standards set forth herein and that any expenses claimed or to be incurred are reasonable. These two (2) determinations shall be made by a majority vote of at least a quorum of the Board of Directors consisting solely of directors who were not parties to the proceeding for which indemnification or reimbursement of expenses is claimed. If such a quorum cannot be obtained, a majority of at least a quorum of the full Board of Directors, including directors who are parties to said proceeding, shall designate a special legal counsel who shall make said determinations on behalf of SPP.

(f) Any reasonable expenses, as shall be determined above, that have been incurred by a director, officer, agent, employee, or other representative who has been made a party to a proceeding as defined herein, may be paid or reimbursed in advance upon a majority vote of a quorum of the full Board of Directors, including those who may be a party to the same proceeding. However, such director, officer, agent, employee, or other representative shall have provided SPP with (i) a written affirmation under oath that the incumbent, in good faith, believes the conditions of

indemnification herein have been met; and (ii) a written undertaking that the incumbent shall repay any amounts advanced, with interest accumulated at a reasonable rate, if it is ultimately determined that such conditions are not met.

3.15.4 Limitations

The provisions of this section 3.15 are subject to applicable state and Federal laws, if any, which limit the ability of a Member to waive liability or enter into agreements of indemnity. Any benefits under this Section 3.15 shall not extend to any Member so limited by state or Federal law in complying with the provisions thereof.

3.15.5 Modification of Rights by Agreement

Any provision of this Section 3.15.1 may be waived or modified by express written agreement between SPP and Member. Such express written agreement shall apply solely to the subject matter of the agreement and is not intended to be a general waiver or modification of the rights provided in Section 3.15.1.

3.15.6 Procedural Rights Not Affected

The limitations of liability provided in Section 3.15.1 shall not affect any procedural rights or obligation a Member may have at law or equity.

3.16 Compliance with Membership Requirements

Compliance monitoring of Members and Staff shall be performed to ensure compliance with all requirements of Membership. Other monitoring functions shall be provided by appropriate Staff under the oversight of the Oversight Committee and the Board of Directors. Compliance monitoring shall be an after-the-fact investigative and assessment function. Monitoring functions shall include but are not limited to:

(a) Investigation of all reports or discoveries of non-compliance with approved Bylaws, Regional Criteria, OATT, and agreements between SPP and its Members;

(b) Obtaining all information needed to investigate all facets of possible non-compliance with Membership requirements;

(c) Performance of in-depth reviews of operations in order to investigate non-compliance with Membership requirements upon approval from the Oversight Committee;

(d) Comprehensive audits when recurring issues covering a broad spectrum of violations of Membership requirements are determined and documented;

(e) Imposition of financial penalties and/or sanctions for non-compliance associated with the results of investigations or audits pursuant to approved standards, policies and/or Criteria;

(f) Confirmation that SPP is conforming to its own Regional Criteria, OATT, business practices, and reliability operations in a manner that does not stifle the efficiency of the energy markets;

(g) Utilization of dispute resolution procedures as necessary to resolve conflicts or appeals; and

(h) Coordination of policy modifications to clearly define requirements and penalties in order to objectively monitor compliance with Membership requirements.

3.17 Market Monitoring

SPP shall establish and provide appropriate support to a market monitoring function in accordance with its OATT. Market monitoring functions shall be carried out in a manner consistent with the safe and reliable operation of the SPP transmission system, the operation of a robust, competitive and non-discriminatory electric power market, and the principle that a Market Participant as defined in the SPP OATT, or group of Market Participants, shall not have undue influence or impact.

The market monitoring unit shall report to the Board of Directors, except that any management representatives on the Board of Directors are excluded from oversight of the internal market monitor. Any public reports submitted shall be provided to the Board of Directors and concurrently to Commission staff, staff of interested state commissions, SPP management, and the market participants. The President shall ensure that the market monitoring entity has adequate resources, access to information, and the full cooperation of Staff and Organizational Groups for the effective execution of its duties.

Market monitoring functions shall include those duties as delineated and approved in SPP's OATT.

4.0 Board of Directors

4.1 Duties

The Board of Directors shall at all times act in the best interest of SPP in its management, control and direction of the general business of SPP. The Board of Directors shall solicit and consider a straw vote from the Members Committee as an indication of the level of consensus among Members in advance of taking any actions other than those occurring in executive session. Its duties shall include, but are not limited to the following:

(a) Direct activities of all SPP Organizational Groups;

(b) Serve on SPP Organizational Groups;

(c) Remove Members, and approve the re-entry of Members that have been removed;

(d) Authorize all substantive contracts and debt instruments;

(e) Select and review the performance of SPP Officers, who shall serve at the pleasure of the Board of Directors;

(f) Approve policies by which positions, duties, qualifications, salaries, benefits and other necessary matters pertaining to the SPP Officers are determined;

(g) Review, approve, disapprove or recommend revision to the actions of any Organizational Group;

(h) Act on appeals pursuant to Section 3.10;

(i) Approve and implement Regional Criteria for enforcement under the terms and conditions of the SPP Membership Agreement;

(j) Approve or revise the operating and capital budgets and any additional expenditures;

(k) Convene a meeting of Members at least annually;

(l) Approve amendments to these Bylaws as permitted by these Bylaws;

(m) Approve amendments to the Membership Agreement as permitted by the Membership Agreement;

(n) Approve Regional Criteria pertaining to planning and operating standards and policies and penalties for non-compliance with such Criteria;

(o) Authorize filings with regulatory bodies; and

(p) Authorize the formation, activities of and dissolution of SPP-recognized stakeholder groups that are not defined as SPP Organizational Groups, including without limitation, user groups and advisory groups.

4.2 Composition and Qualifications

4.2.1 Composition

The Board of Directors shall consist of up to ten persons, but no less than seven persons. The directors shall be independent of any Member; one director shall be the President of SPP. A director shall not be limited in the number of terms he/she may serve. The President shall be excluded from voting on business related to the office of President or the incumbent of that office. No other Staff member shall be permitted to serve as a director.

4.2.2 Qualifications

Directors shall have recent and relevant senior management expertise and experience in one or more of the following disciplines: finance, accounting, electric transmission or generation planning or operation, law and regulation, commercial markets, and trading and associated risk management.

4.2.3 Conflicts of Interest

Directors shall not be an employee, director, consultant or contractor of, and shall have no interest in any Third Party, or any of its Affiliates, which shall be deemed to include ownership (outside of a mutual fund, blind trust, or similar arrangement as permitted herein) by a director or his/her immediate family members of Prohibited Securities.

For purposes of this section:

"Affiliates" include any two or more entities of which one controls the other or they are under common control. "Control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of an entity. Ownership of publicly-traded equity securities of another entity shall not result in control or affiliation for purposes of these standards if the securities are held as an investment, the holder owns (in its name or via intermediaries) less than 10% of the outstanding securities of the entity, the holder does not have representation on the entity's board of directors (or equivalent managing entity) or vice versa, and the holder does not in fact exercise influence over day-to-day management decisions. Unless the contrary is demonstrated to the satisfaction of the Corporate

Governance Committee, control shall be presumed to arise from the ownership of or the power to vote, directly or indirectly, 10% or more of the voting securities of such entity.

"Immediate family members" include spouses, minor children, or any person for whom the director has power of attorney or guardianship rights.

"Prohibited Securities" include the securities of a Third Party that has been engaged or qualified to engage in activities or transactions under the SPP OATT in the previous 12 months or the securities of its Affiliates, if:

(a) the primary business purpose of the Third Party, or its Affiliates, is to buy, sell or schedule energy, power, capacity, ancillary services or transmission services as indicated by an industry code within the "Electric Power Generation, Transmission, and Distribution" industry group under the North American Industry Classification System (NAICS) or otherwise determined by SPP;

(b) the Third Party has been pre-qualified as eligible to be a Qualified RFP Participant pursuant to Attachment Y to the SPP OATT;

(c) the total (gross) financial settlements regarding the use of transmission capacity of the Transmission System and/or transactions in the centralized markets that SPP administers under the SPP OATT for all Third Parties affiliated with the publicly-traded entity at issue during its most recently completed fiscal year is equal to or greater than 0.5% of its gross revenues for the same time period; or

(d) the total (gross) financial settlements regarding the use of transmission capacity of the Transmission System and/or transactions in the centralized markets that SPP administers under the SPP OATT for all Third Parties affiliated with the publicly-traded entity at issue during the prior calendar year is equal to or greater than 3% of the total transactions for which the Integrated Marketplace Counterparty is a counterparty pursuant to Attachment AE to the SPP OATT for the same time period.

"Securities" shall mean negotiable or non-negotiable investment of financing instruments that can be sold and bought. Securities include bonds, stocks, debentures, notes, and options.

"Third Party" shall mean a Member; a customer of services provided by SPP under the SPP OATT or any other tariff that SPP administers; an entity for which SPP provides services under contract, including, but not limited to, tariff administration services; or an entity that has been pre-qualified as eligible to be a Qualified RFP Participant pursuant to Attachment Y to the SPP OATT.

If an SPP director owns Prohibited Securities, he/she must dispose of them within six months of:

(a) the commencement of engagement at SPP;

(b) notification of a new Third Party conducting business with SPP; or

(c) the date of receipt of a gift or inheritance or other taking of legal control of those Prohibited Securities.

SPP directors may indirectly own publicly-traded Prohibited Securities through a mutual fund, blind trust, or similar arrangement under which the SPP director does not control the purchase or sale of such Prohibited Securities, except for any fund or arrangement specifically targeted towards the electric utility industry, or any segments thereof.

SPP will maintain a listing of Third Party entities and publicly-traded Prohibited Securities for SPP directors' reference.

4.3 Term and Election

Except for the President, a director shall be elected at the meeting of Members to a three-year term commencing upon election and continuing until his/her duly elected successor takes office. The election process shall be as follows:

(a) At least ninety calendar days prior to the meeting of Members when election of new directors is required, the Corporate Governance Committee shall commence the process to nominate persons equal in number to the directors to be elected;

(b) At least forty-five calendar days prior to the meeting of Members, the Corporate Governance Committee shall determine the persons it nominates for election as directors, specifying the nominee for any vacancy to be filled. The Corporate Secretary shall prepare the ballot accordingly and shall deliver same to Members at least thirty calendar days prior to the meeting of Members;

(c) For purposes of electing or removing directors only, each group of Members with Affiliate Relationships shall be considered a single Member;

(d) Any additional nominee(s) may be added to the ballot specifying the nominee(s) to a single seat or multiple seats if a petition is received by the Corporate Secretary at least fifteen calendar days prior to the meeting of Members and evidencing support of at least 20% of the existing Membership; and

(e) 1) If only one candidate is nominated for a seat, each Member shall be entitled to cast a vote by written ballot, whether in person or remotely by email or other reliable electronic means, for or against the nominee. The votes will be calculated in accordance with Section 3.9.1 of these Bylaws, which requires a super majority. In the event a director position is not filled, the Corporate Governance Committee will determine a new nominee for recommendation for election by the Membership at a special

meeting of Members to be held no later than the next regular Board of Directors/Members Committee meeting;

2) If multiple candidates are nominated for a seat, each Member shall be entitled to cast a vote by written ballot, whether in person or remotely by email or other reliable electronic means, for only one nominee, but may vote against each candidate. The votes will be calculated in accordance with Section 3.9.1 of these Bylaws, with the exception that a simple majority of votes cast will determine which nominee is elected. In the event a director position is not filled, the Corporate Governance Committee will determine a new nominee for recommendation for election by the Membership at a special meeting of Members to be held no later than the next regular Board of Directors/Members Committee meeting.

4.4 Resignation and Removal of External Directors

Any external director may resign by written notice to the President noting the effective date of the resignation. The Membership may remove an external director with cause by vote in accordance with Section 3.9.1 of these Bylaws. Removal proceedings may only be initiated by a petition signed by not less than 20% of the Members. The petition shall state the specific grounds for removal and shall specify whether the removal vote is to be taken at a special meeting of Members or at the next regular meeting of Members. An external director who is the subject of removal proceedings shall be given fifteen calendar days to respond to the Member petition in writing to the President.

4.5 Vacancies

If a vacancy occurs, the Corporate Governance Committee will present a nominee to the Membership for consideration and election to fill the vacancy for the unexpired term at a special meeting of Members following thirty calendar days' notice from the Corporate Secretary. The election will be held in accordance with Section 4.3 Term and Election of these Bylaws. The replacement director shall take office immediately upon election.

4.6 Functioning of the Board of Directors

In reaching any decision and in considering the recommendations of any Organizational Group or task force, the Board of Directors shall abide by the principles in these Bylaws.

4.6.1 Meetings and Notice of Meetings

The Board of Directors shall meet at least three times per calendar year and additionally upon the call of the Chair or upon concurrence of at least a majority of directors. At least fifteen calendar days' written notice shall be given by the President to each director, the Members Committee, and the Regional State Committee of the date, time, place and purpose of a meeting of the Board of Directors, unless such notice is waived by the Board of Directors. Telephone or web conference meetings may be called as appropriate by the Chair with at least one business day's prior notice. For purposes of this Section 4.6.1, a Federal holiday is not a business day. Board of Directors' meetings shall include the Members Committee and a representative from the Regional State Committee (as defined in Section 7.2) for all meetings except when in executive session; provided however, the failure of representatives of the Members Committee and/or of the Regional State Committee to attend, in whole or in part, shall not prevent the Board of Directors from convening and conducting business, and taking binding votes. The Chair shall grant any Member's request to address the Board of Directors.

4.6.2 Chair and Vice Chair; Election and Terms

The Board of Directors shall elect from its membership a Chair and Vice Chair for two-year terms commencing upon election and continuing until their duly elected successors take office or until their term as a director expires without re-election. The President of SPP may not serve as the Chairman of the Board of Directors. The Vice Chair shall act for the Chair:

(a) at the request of the Chair;

(b) in the event the Chair should become incapacitated and unable to discharge the functions of the office; or

(c) if the office of Chair becomes vacant, until the next regularly scheduled meeting of the Board of Directors, at which meeting a new Chair shall be elected by the Board of Directors to fill the vacancy. The Chair shall appoint a director to fill a vacant Vice Chair position until the next meeting of the Board of Directors, at which meeting a new Vice Chair shall be elected by the Board of Directors to fill the vacancy.

4.6.3 Quorum and Voting

A majority plus one of the directors shall constitute a quorum of the Board of Directors; provided, that a lesser number may adjourn the meeting to a later time. Decisions of the Board of Directors shall be by simple majority vote of the directors participating, whether in person or remotely by telephone, web conference, or similar technology, and voting. Directors must be participating at a meeting to vote; no votes by proxy are permitted. Voting will be by secret ballot submitted either in person or remotely by email or other reliable electronic means. The Corporate Secretary will collect and tally the ballots, and announce the results of a vote. Only voting results will be announced and recorded in the minutes; individual votes will not be announced or recorded.

4.6.4 Compensation of Directors

Directors shall receive compensation as recommended by the Corporate Governance Committee, and approved by the Membership, and shall be reimbursed for actual expenses reasonably incurred or accrued in the performance of their duties.

4.6.5 Executive Session

Executive sessions (open only to directors and to parties invited by the Chair) shall be held as necessary upon agreement of the Board of Directors to safeguard confidentiality of sensitive information.

5.0 Committees Advising the Board of Directors

5.1 Members Committee

The Members Committee shall work with the Board of Directors to manage and direct the general business of SPP. Its duties shall include, but are not limited to the following:

(a) Provide individual and collective input to the Board of Directors, including but not limited to a straw vote from the Members Committee representatives as an indication of the level of consensus among Members, on all actions pending before the Board of Directors; and

(b) Serve on committees reporting to the Board of Directors as appointed by the Board of Directors.

5.1.1 Composition and Qualifications

5.1.1.1 Composition

Provided that Membership is sufficient to accommodate these provisions, the Members Committee shall consist of up to twenty-four persons. Six representatives shall be investor owned utilities Members; five representatives shall be cooperatives Members; two representatives shall be municipals Members (including municipal joint action agencies); three representatives shall be independent power producers/marketers Members; two representatives shall be state power agencies Members; one representative shall be a Federal Power Marketing Agency Member; two representatives shall be alternative power/public interest Members; one representative shall be an independent transmission company Member, defined as having assets under the SPP OATT and no Affiliate Relationships in other categories of Membership; one representative shall be a large retail customer Member, defined as non-residential end-use customers with individual or aggregated loads of one megawatt (MW) or more; and one representative shall be a small retail customer Member, defined as residential customers and other customers with individual or aggregated loads of less than one MW. Representatives will be elected in accordance with Section 5.1.2 of these Bylaws.

5.1.1.2 Qualifications

A representative shall be an officer or employee of a Member with decision-making responsibility over SPP related activities, and must be the Member's representative to the Membership.

5.1.2 Term and Election

Representatives shall be nominated by the Corporate Governance Committee and elected each year at the meeting of Members to staggered three-year terms commencing upon election and continuing until their duly elected successors take office. The election process shall be as follows:

(a) At least ninety calendar days prior to the meeting of Members at which election of new representatives is required, each sector, in coordination with Staff, shall commence a nomination process to nominate persons equal in number to the representatives to be elected;

(b) At least thirty calendar days prior to the meeting of Members, the Corporate Governance Committee shall consider the sector nominees and determine the persons it nominates for election as representatives, specifying the nominee for any vacancy to be filled. The Corporate Secretary shall prepare the ballot accordingly, leaving space for additional names, and shall deliver same to Members at least twenty-one calendar days prior to the meeting of Members;

(c) For purposes of electing and removing representatives only, each group of Members with Affiliate Relationships shall be considered a single vote; and

(d) At the meeting of Members, the required number of representatives shall be elected by written ballot submitted either in person or remotely by email or other reliable electronic means. A Member shall be entitled to cast a number of votes equal to the number of representatives to be elected; provided however, a Member may not combine its votes toward a single nominee. The nominee for each open seat receiving the greatest number of votes will be elected.

5.1.3 Resignation and Removal of Members Committee Representatives

Any representative may resign by written notice to the President noting the effective date of the resignation. A representative may be removed, with cause, by the affirmative vote of a majority of the Members at a meeting of Members. Removal proceedings may only be initiated by a petition signed by not less than twenty percent of the Members. The petition shall state the specific grounds for removal and shall specify whether the removal vote is to be taken at a special meeting of Members or at the next regular meeting of Members. A representative who is the subject of removal proceedings shall be given fifteen days to respond to the Member petition in writing to the President.

5.1.4 Vacancies

If a vacancy occurs the Corporate Governance Committee shall consider the sector's nominee to fill the vacancy and may elect an interim representative from the same sector to serve until a replacement representative from the same sector is elected and takes office. A special election conducted in accordance with Section 5.1.2 shall be held at the next meeting of Members to fill the vacancy for the unexpired term. The replacement representative shall take office immediately following the election.

5.1.5 Meetings

The Members Committee shall meet only with the Board of Directors.

6.0 Committees Reporting to the Board of Directors

This section describes the general scopes and responsibilities of the Organizational Groups reporting directly to the Board of Directors. Nothing in this section is meant to limit these responsibilities or activities in the effort to fulfill SPP's mission.

6.1 Markets and Operations Policy Committee

The Markets and Operations Policy Committee (MOPC) is responsible, through its designated Organizational Groups, for developing and recommending policies and procedures related to the technical operations for the company in accordance with its scope as approved by the Board of Directors.

Each SPP Member shall appoint a representative to the MOPC. Each representative designated shall be an officer or employee of the Member. The Board of Directors will appoint the Chair and Vice Chair of the MOPC. Each member of the MOPC may continue to be a member thereof until the appropriate Member appoints a successor.

The MOPC shall meet at least three times per calendar year, and additionally as needed. The MOPC shall report to the Board of Directors following each MOPC meeting with respect to its activities and with such recommendations, as the MOPC deems necessary.

6.2 Strategic Planning Committee

The Strategic Planning Committee (SPC) is responsible for the development and recommendation of strategic direction for the company in accordance with its scope as approved by the Board of Directors.

Provided that Membership is sufficient to accommodate these provisions, the SPC shall be comprised of up to twenty-nine members. Up to five representatives, but no less than three representatives, shall be from the Board of Directors which shall include the President of SPP; six representatives shall be investor owned utilities Members; five representatives shall be cooperatives Members; two representatives shall be municipals Members (including municipal joint action agencies); three representatives shall be independent power producers/marketers Members; two representatives shall be state power agencies Members; one representative shall be a Federal Power Marketing Agency Member; two representatives shall be alternative power/public interest Members; one representative shall be an independent transmission company Member, defined as having assets under the SPP OATT and no Affiliate Relationships in other categories of Membership; one representative shall be a large retail customer Member, defined as non-residential end-use customers with individual or aggregated loads of one megawatt (MW) or more; and one representative shall be a small retail customer Member, defined as residential customers and other customers with individual or aggregated loads of less than one MW. Following receipt of the sector's nominee(s), representatives shall be nominated by the Corporate Governance Committee.

The Board of Directors shall appoint the representatives of the SPC. The Chair and the Vice Chair shall be representatives from the Board of Directors as determined by the Board of Directors. Each representative of the SPC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs, the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The SPC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The SPC shall report to

the Board of Directors following each SPC meeting with respect to its activities and with such recommendations, as the SPC deems necessary.

6.3 Human Resources Committee

The Human Resources Committee (HRC) is responsible for the development of personnel policies, including benefits structures, for the company in accordance with its scope as approved by the Board of Directors.

The HRC shall be comprised of at least six members and up to nine members with equal representation from SPP's Board of Directors, Transmission Owning Members and Transmission Using Members. Two or three representatives shall be from the Board of Directors, one of whom shall serve as the Chair and the other as Vice Chair; two or three representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and two or three representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee. The President of SPP shall not serve on the HRC.

The Board of Directors shall appoint the representatives of the HRC. Each representative of the HRC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The HRC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The HRC shall report to the Board of Directors following each HRC meeting with respect to its activities and with such recommendations, as the HRC deems necessary.

6.4 Oversight Committee

The Oversight Committee (OC) is responsible for monitoring compliance with SPP and regulatory policies for the company in accordance with its scope as approved by the Board of Directors.

The OC shall be comprised of up to five, but no less than three, members from the Board of Directors. The President of SPP shall not serve on the OC.

The Board of Directors shall appoint the representatives of the OC, including the Chair and the Vice Chair. Each representative of the OC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs, the Board of Directors will fill the vacancy.

The OC shall meet as needed, provided that a quorum, as defined in these Bylaws, is present. The OC shall report to the Board of Directors following each OC meeting with respect to its activities and with such recommendations, as the OC deems necessary.

6.5 Finance Committee

The Finance Committee (FC) is responsible for all aspects of financial operations and risk management for the company in accordance with its scope as approved by the Board of Directors.

The FC shall be comprised of at least six members and up to nine members with equal representation from SPP's Board of Directors, Transmission Owning Members and Transmission Using Members. Two or three representatives shall be from the Board of Directors, one of whom shall serve as the Chair and the other as Vice Chair; two or three representatives from the Transmission Owning Member sector as nominated by the Corporate Governance Committee; and two or three representatives from the Transmission Using Member sector as nominated by the Corporate Governance Committee. The President of SPP shall not serve on the FC.

The Board of Directors shall appoint the representatives of the FC. Each representative of the FC shall continue to be a representative thereof until the Board of Directors appoints his/her successor. Where a vacancy occurs the Corporate Governance Committee will fill the vacancy on an interim basis until the next meeting of the Board of Directors.

The FC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The FC shall report to the Board of Directors following each FC meeting with respect to its activities and with such recommendations, as the FC deems necessary.

6.6 Corporate Governance Committee

The Corporate Governance Committee (CGC) is responsible for the overall governance structure, including nominations, for the company in accordance with its scope as approved by the Board of Directors.

To the extent that the membership allows, the CGC shall be comprised of eleven members. One representative shall be the President of SPP who will serve as the Chair or Vice Chair as determined by the Board of Directors; one representative shall be the Chairman of the Board who will serve as Chair or Vice Chair as determined by the Board of Directors, unless his/her position is under consideration, in which case the Vice Chairman of the Board shall serve; one representative shall be representative of and selected by investor owned utilities Members; one representative shall be representative of and selected by co-operatives Members; one representative shall be representative of and selected by municipals Members; one representative shall be representative of and selected by independent power producers/marketers Members; one representative shall be representative of and selected by state power agencies Members; one representative shall be representative of and selected by alternative power/public interest Members; one representative shall be from an independent transmission company Member, defined as having assets under the SPP OATT and no Affiliate Relationships in other categories of Membership; one representative shall be representative of and selected by large/small retail Members; and one representative shall be representative of and selected by Federal Power Marketing Agency Members.

Where a vacancy occurs with respect to a representative of a sector, the representatives from the appropriate sector will fill the vacancy. For purposes of selecting or removing representatives only, each group of Members with Affiliate Relationships shall be considered a single Member.

The CGC shall meet at least once per calendar year, and additionally as needed, provided that a quorum, as defined in these Bylaws, is present. The CGC shall report to the Board of Directors following each CGC meeting with respect to its activities and with such recommendations, as the CGC deems necessary.

7.0 Regulatory Involvement and Regional State Committee

Any regulatory agency having utility rates or services jurisdiction over a Member may participate fully in all SPP activities, including participation at the SPP Board of Directors meetings. These representatives shall have all the same rights as Members except the right to vote. Participation includes the designation of representatives by each of the regulatory jurisdictions to participate in any type of committee, working group, task force, and Board of Directors meetings.

7.1 Retention of State Regulatory Jurisdiction

Nothing in the formation or operation of SPP as a FERC-recognized regional transmission organization is in any way intended to diminish existing state regulatory jurisdiction and authority. Each state regulatory agency is expressly reserved the right to exercise all lawful means available to protect its existing jurisdiction and authority.

7.2 Regional State Committee

A Regional State Committee (RSC), to be comprised of one designated commissioner or board member from one state regulatory utility commission or board from each state within the SPP Region where SPP provides services as a regional transmission organization, shall be established to provide both direction and input on all matters pertinent to the participation of the Members in SPP. This direction and input shall be provided within the context of SPP's Organizational Group meetings as well as Board of Directors meetings. Staff will assist the RSC in its collective responsibilities and requests by providing information and analysis. SPP will fund the costs of the RSC pursuant to an annual budget developed by the RSC and submitted to SPP as part of its budgeting process, which budget must ultimately be approved by the Board of Directors.

The RSC has primary responsibility for determining regional proposals and the transition process in the following areas:

(a) whether and to what extent participant funding will be used for transmission enhancements;

(b) whether license plate or postage stamp rates will be used for the regional access charge;

(c) financial transmission rights (FTR) allocation, where a locational price methodology is used; and

(d) the transition mechanism to be used to assure that existing firm customers receive FTRs equivalent to the customers' existing firm rights.

The RSC will also determine the approach for resource adequacy across the entire region. In addition, with respect to transmission planning, the RSC will determine whether transmission upgrades for remote resources will be included in the regional transmission planning process and the role of transmission owners in proposing transmission upgrades in the regional planning process.

As the RSC reaches decisions on the methodology that will be used to address any of these issues, SPP will file this methodology pursuant to Section 205 of the Federal Power Act. However, nothing in this section prohibits SPP from filing its own related proposal(s) pursuant to Section 205 of the Federal Power Act.

7.3 Retention of Other Regulatory Jurisdiction

Nothing in the formation or operation of SPP as a FERC-recognized regional transmission organization is in any way intended to diminish the jurisdiction or authority of any other regulatory body. Any regulatory agency having utility rates or services jurisdiction over a Member or the regional transmission organization reserves the right to exercise all lawful means available to protect its existing jurisdiction and authority.

8.0 Fiscal Administration

The fiscal year shall coincide with the calendar year.

8.1 Operating Budget

Staff and the Finance Committee will prepare an annual budget of expenditures for the next fiscal year and an estimate for an additional two years. The proposed budget shall be submitted to the Board of Directors not less than two weeks prior to the meeting at which the budget is to be considered for approval. Once approved by the Board of Directors, the budget shall constitute the authority required by the Officers for expenditures for the ensuing year. Modifications to the budget during the fiscal year must be recommended to the Board of Directors by the Finance Committee. The President shall have the authority to approve expenditures in accordance with SPP policy as approved by the Board of Directors.

8.2 Annual Membership Fee

All SPP Members will be subject to an annual membership fee in the amount of $6,000, or other amount established by the Board of Directors. Unless otherwise agreed, Membership fees for new Members are due at the execution of the Membership Agreement. Membership fees are not subject to refund. The Board of Directors shall determine the annual membership fee for the upcoming year in advance of the last meeting of Members in a calendar year. Legitimate public interest groups (e.g. consumer advocates, environmental groups, or citizen participation groups) may seek a waiver of the annual membership fee. The request for waiver must be directed to the President in writing ninety calendar days in advance of the start of each fiscal year. If granted, the waiver will remain in place, subject to an annual review of the legitimate public interest by the Board of Directors.

8.3 Reserved for Future Use

8.4 Monthly Assessments

SPP will assess certain Members described herein on a monthly basis all costs not otherwise collected. Costs recovered under the assessment will include but are not limited to all operating costs, financing costs, debt repayment, and capital expenditures associated with the performance of SPP's functions as assigned by the Board of Directors. Significant among these are costs associated with regional reliability coordination and the provision of transmission service. SPP shall determine the assessment rate based on its annual budgeted net expenditures divided by estimated annual Schedule 1 billing units for service sold under SPP's OATT and Member load eligible to take, but not taking, Network Integration Transmission Service under SPP's OATT. The Board of Directors may review the assumptions used in determining the assessment rate at any time and may adjust the assessment rate appropriately should conditions warrant. The monthly assessment shall be assessed on each Member for the portion of their Member load eligible for service but not currently taking Network Integration Transmission Service or Point-To-Point Transmission Service under the SPP OATT. The intent is that each Member be obligated to pay, at a minimum, the amount due under its monthly assessment as calculated above. This amount shall be paid through the monthly assessment and/or Schedule 1-A.

8.5 Fiscal Agent

The President shall serve as the fiscal agent of SPP. The President shall keep an up-to-date record of receipts and disbursements and furnish reports to the Board of Directors and the Finance Committee.

8.6 Auditors

The Board of Directors shall annually engage an independent certified public accounting firm to perform an annual audit of SPP's financial records and prepare a report on the financial condition of SPP. The Finance Committee shall present the audit report to the Board of Directors upon completion.

8.7 Financial Obligation of Withdrawing Members

8.7.1 Existing Obligations

"Existing Obligations" shall be defined in accordance with Section 4.3.2 of the Membership Agreement.

8.7.2 Computation of a Transmission Owner Member's Existing Obligations

For purposes of computing the Existing Obligations of any withdrawing or terminated Transmission Owner Member in accordance with Sections 4.3.2(b)-(f) of the Membership Agreement, such "Member's share" is a percentage calculated as follows:

$$A = 100\,[0.25(1/N) + 0.75(B/C)]$$

Where: A = Member's share (expressed as a percentage)

N = Total number of Transmission Owner Members that are subject to Sections 4.3.2(b)-(f) of the Membership Agreement

B = The previous year Net Energy for Load connected to transmission facilities of Transmission Owner Member, including any such load of other load serving entities

C = Total of factor B for all Transmission Owner Members that are subject to Sections 4.3.2(b)-(f) of the Membership Agreement

The Finance Committee shall have the discretion to reduce the Existing Obligations of any withdrawing or Terminated Member or of any Member submitting a notification of Partial Termination pursuant to Section 4.2.1(c) of the Membership Agreement, to reflect any SPP costs or expenses that may be mitigated in connection with such Member's withdrawal, termination, or Partial Termination. In the event of consolidation of affiliate memberships or the transfer of membership from one corporate entity to another, whereby one entity remains a member of SPP, the withdrawal obligation for the departing company(ies) may be waived at SPP's sole discretion.

8.7.3 Financial Obligations for Transmission Facilities

To the extent that Section 4.3.3A of the Membership Agreement is applicable, a Terminated Member and a Member submitting a notice of Partial Termination pursuant to Section 4.2.1(c) of the Membership Agreement shall remain financially responsible for all financial obligations incurred and costs allocated to its load for transmission facilities approved prior to the Termination Date.

8.7.4 Penalty Costs

A Terminated Member and a Member submitting a notice of Partial Termination pursuant to Section 4.2.1(c) of the Membership Agreement shall remain liable for its share of costs associated with penalties assessed against SPP by FERC, the FERC-approved Electric Reliability Organization, any Electric Reliability Organization-approved Regional Entity, or any other governmental or regulatory authority with jurisdiction over SPP that SPP incurs as a result of events that occurred prior to Member's Termination Date but that SPP is unable to recover under the SPP OATT.

8.7.5 Limitation on Financial and Penalty Obligations

(a) Notwithstanding the delineation of Members' financial obligations in Section 8.7, a Federal Power Marketing Agency Member shall not be subject to the financial obligations listed in this Section 8.7 in the event FERC finds that SPP has not adhered to all of the Federal Power Marketing Agency Amendments for such Federal Power Marketing Agency Member as that term is defined in Section 1.0 of these Bylaws or if SPP files and FERC approves material changes to the Federal Power Marketing Agency Amendments for such Federal Power Marketing Agency Member.

(b) Provided further, notwithstanding any language to the contrary in these Bylaws, a Federal Power Marketing Agency Member has not waived or conceded any defense it may have, including sovereign immunity, intergovernmental immunity, or lack of subject matter jurisdiction in any action against it by an Enforcement Authority, nor has it accepted any liability, responsibility, or obligation to pay any civil monetary penalties

or fines imposed by an Enforcement Authority to which it would not have been subject in the absence of these Bylaws. SPP does not concede or accept responsibility for any portion of a penalty or fine attributable to the actions or omissions of any Federal Power Marketing Agency Member. SPP will identify the amount of any penalty or fine that SPP allocates to a Federal Power Marketing Agency Member or that SPP determines is attributable to a Federal Power Marketing Agency Member and will identify that amount to FERC as uncollectable and not otherwise owed by SPP. Enforcement Authority in these Bylaws means the Federal Energy Regulatory Commission (FERC), Electric Reliability Organization (ERO), or Regional Entities with enforcement authority pursuant to a delegation from an ERO or FERC for the purpose of proposing and enforcing reliability standards.

9.0 Reserved for Future Use

10.0 Amendments to These Bylaws and the Articles of Incorporation

Except for modifications to Section 4.0 BOARD OF DIRECTORS, Section 5.0 COMMITTEES ADVISING THE BOARD OF DIRECTORS, Section 8.7.5 LIMITATION ON FINANCIAL AND PENALTY OBLIGATIONS, and Section 10.0 AMENDMENTS, these Bylaws may be amended, repealed, or added to by the Board of Directors only upon thirty calendar days written notice to the Membership of the proposed modification(s). Approval of amendments to the Bylaws by the Board of Directors must be by an affirmative vote of a majority plus one of directors. Sections 4.0, 5.0, 8.7.5, and 10.0 of these Bylaws and the Articles of Incorporation may be amended, repealed, or added to only by approval of the Membership. Provided, that all changes to Federal Power Marketing Agency representation in Sections 5.1.1 and 6.6 and any change to Section 8.7.5 must be mutually agreed to by the Federal Power Marketing Agency Member(s) and SPP. All amendments are subject to the requisite regulatory approval(s).

11.0 Effective Date and Transition Provisions

These Bylaws shall become effective the day following acceptance at FERC and remain in force thereafter as may be amended. These Bylaws hereby cancel and supersede SPP Bylaws; provided, that these Bylaws do not relieve any Member from any financial obligation incurred thereunder. Binding obligations entered into by authority of Officers or the Board of Directors under these Bylaws are hereby assumed and confirmed as obligations of SPP under these Bylaws.

SOUTHWEST POWER POOL, INC.

MEMBERSHIP AGREEMENT

First Revised Volume No. 3
Superseding
Original Volume No. 3

MEMBERSHIP AGREEMENT

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This Agreement is made between the Member and SPP, as defined herein.

1.0 Definitions

Agreement
This Membership Agreement.

Basin Electric Amendments
The amendments and revisions to the SPP OATT, to Basin Electric Power Cooperative's ("Basin Electric's") Network Integration Transmission Service Agreement, or to Basin Electric's Network Operating Agreement necessary for Basin Electric's initial SPP membership or as they may be revised in the future by agreement between Basin Electric and SPP.

Board of Directors
The Board of Directors elected pursuant to the Bylaws.

Bylaws
SPP's Bylaws or any successor document.

Colorado River Storage Project Zone ("CRSPZ" or "Zone 103"): The rate pricing zone of facilities within the Salt Lake City Area Integrated Projects marketing area consisting of the following facilities that meet the requirements of Attachment AI of the SPP OATT, upon the transfer of those facilities to the functional control of the Transmission Provider: (i) the facilities of the Colorado River Storage Project ("CRSP") within the Western Interconnection and (ii) the facilities of other transmission owners approved for inclusion in Zone 103 by the Commission.

Distribution Facilities
Facilities that are the subject of a separate distribution charge pursuant to the Open Access Transmission Tariff.

Eastern Interconnection
One of the three major alternating-current electrical grids in North America. The Eastern Interconnection reaches from Central Canada eastward to the Atlantic coast (excluding Quebec), south to Florida, and back west to the foot of the Rockies (excluding most of Texas).

Effective Date
This Agreement is effective on January 1, 2000 or upon the date of execution by Member if after January 1, 2000.

Electric Transmission System
The transmission facilities subject to SPP's tariff administration, except for any Distribution Facilities.

Existing Obligations
Shall have the meaning given in Section 4.3.2(b).

Federal Power Marketing Agency
This term shall include the term "Federal Power Marketing Administration" and have the same definition that is set forth in the Federal Power Act at 16 U.S.C. § 796(19), which defines "Federal power marketing agency" as "any agency or instrumentality of the United States (other than the Tennessee Valley Authority) which sells electric energy[.]"

Federal Power Marketing Agency Amendments
The amendments and revisions to the SPP Bylaws, the SPP Membership Agreement, and Section 39.3 of the SPP OATT that are required by a Federal Power Marketing Agency Member for initial SPP membership or as they may be revised in the future by mutual agreement between the Federal Power Marketing Agency Member and SPP.

Federal Power Marketing Agency Member
An entity that is a Member and is a Federal Power Marketing Agency or a division of a Federal Power Marketing Agency.

Federal Power-WAPA-CRSP: All power and energy generated at reservoir projects under the control of the U.S. Bureau of Reclamation in the marketing area of WAPA-CRSP, and FSE-Qualified WAPA-CRSP Replacement Energy, for the purpose of fulfilling WAPA-CRSP's Statutory Load Obligations for the sale of power and energy. Federal Power-WAPA-CRSP resources shall be deemed to be eligible as Designated Resources.

Federal Power-WAPA-RMR: All power and energy generated at reservoir projects under the control of the U.S. Bureau of Reclamation in the marketing area of WAPA-RMR for the purpose of fulfilling WAPA-RMR's Statutory Load Obligations for the sale of power and energy. Federal Power-WAPA-RMR resources shall be deemed to be eligible as Designated Resources.

Federal Power-WAPA-UGP (or "Federal Power-Western-UGP")
All capacity and energy generated at reservoir projects under the control of the Department of the Army or the U.S. Bureau of Reclamation in the marketing area of WAPA-UGP for the purpose of fulfilling WAPA-UGP's Statutory Load Obligations for the sale of power and energy. This shall also include any power and energy delivered to or from WAPA-UGP under the pre-OATT bi-directional agreement with Southwestern Power Administration through Associated Electric Cooperative, Inc. ("AECI") for delivery and receipt at AECI's Maryville Substation. WAPA-UGP's deliveries to Southwestern shall be considered part of WAPA-UGP's Statutory Load Obligations, and receipts from Southwestern to WAPA-UGP will be considered as coming from Federal resources. Federal Power-WAPA-UGP resources shall be deemed to be eligible as Designated Resources.

FERC
The Federal Energy Regulatory Commission or successor organization.

Financial Obligations
Shall have the meaning given in Section 4.3.2(b).

Future Interest

Shall have the meaning given in Section 4.3.2(b).

Good Utility Practice
Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be a range of acceptable practices, methods, or acts generally accepted in the region. SPP Criteria and NERC Policies and Standards are considered Good Utility Practice.

Heartland Amendments
The amendments and revisions to the SPP OATT, to Heartland Consumers Power District's ("Heartland's") Network Integration Transmission Service Agreement, or to Heartland's Network Operating Agreement necessary for Heartland's initial SPP membership or as they may be revised in the future by agreement between Heartland and SPP.

Load Serving Entity (LSE)
A Member that: (1) is a distribution utility or an electric utility that has a service obligation, where a service obligation, as defined in Section 217(a) of the Federal Power Act, means a requirement applicable to, or the exercise of authority granted to, an electric utility under Federal, State, or local law or under long-term contracts to provide electric service to end-users or to a distribution utility (as defined in Section 217(a) of the Federal Power Act); and/or (2) secures energy and transmission service (and related Interconnected Operations Services) to serve the electric demand and energy requirements of its end-use customers. A Load Serving Entity may or may not be a Transmission Owner or transmission customer under the OATT.

Loveland Area Projects Facilities: The facilities within the Loveland Area Projects Marketing Area of the Loveland Area Projects within the Eastern and Western Interconnections excluding facilities transferred to the functional control of the Transmission Provider by WAPA-UGP.

Loveland Area Projects Zone ("LAPZ" or "Zone 104"): The rate pricing zone consisting of the facilities within the Loveland Area Projects Marketing Area consisting of the following facilities that meet the requirements of Attachment AI of the SPP OATT, upon the transfer of those facilities to the functional control of the Transmission Provider: (i) the Loveland Area Projects Facilities and (ii) the facilities of other transmission owners approved for inclusion in Zone 104 by the Commission.

Member
Signatory to this Agreement that has completed the application requirements pursuant to the Bylaws.

NERC
North American Electric Reliability Corporation or successor organizations.

Non-Load Serving Entity
A Member that is not a Load Serving Entity and does not own transmission facilities under the SPP OATT.

Non-Transmission Owner
A Member that is not a Transmission Owner. A Non-Transmission Owner that owns or controls Tariff Facilities will have its status changed to a Transmission Owner under this Agreement upon transfer to SPP of the functional control of Tariff Facilities related to the rates, terms and conditions of the OATT.

Open Access Transmission Tariff (OATT)
The SPP nondiscriminatory, Open-Access Transmission Tariff (OATT) on file with FERC pursuant to Section 205 of the Federal Power Act under which SPP will offer transmission service, or any such successor tariff.

Partial Termination
Shall have the meaning given in Section 4.1.

Regional Entity
An entity having enforcement authority delegated to it by NERC pursuant to a delegation agreement accepted by FERC.

Reliability Coordinator
SPP, in performing its reliability coordinator function as recognized by NERC pursuant to its policies, and pursuant to SPP Criteria and this Agreement.

SPP
Southwest Power Pool, Inc., or successor organization.

SPP Criteria
SPP's approved operating and planning criteria.

SPP Region
The geographic area encompassing the transmission systems of Members that are Transmission Owners.

Standards of Conduct
SPP's Standards of Conduct that apply to the conduct of its directors, officers, employees, contractors, and agents.

Statutory Load Obligations
A WAPA-Division's power marketing function obligations under Federal law to deliver power and energy to loads which include project use loads, preference power customer loads located in that WAPA-Division's marketing area defined pursuant to its power marketing plan, and other

loads required to be served under Federal law. For WAPA-CRSP, Statutory Load Obligations also includes WAPA-CRSP's contractual obligations pursuant to its power marketing plan.

Tariff Facilities
The Electric Transmission System and the Distribution Facilities subject to SPP's tariff administration.

Termination
Shall have the meaning given in Section 4.1.

Termination Date
Shall mean the date Termination or Partial Termination is effective in accordance with Section 4.2.2.

Transmission Customer
A customer under the Open Access Transmission Tariff

Terminated Member
An entity that was a Signatory to this Agreement but whose membership in SPP has been terminated under Section 4 of this Agreement.

Transmission Only Entity
A member that is a Transmission Owner and is not a Load Serving Entity.

Transmission Owner
A signatory to this Agreement which: (1) transfers functional control of Tariff Facilities related to the rates, terms and conditions of the OATT to SPP; or (2) appoints SPP under another agreement to provide service under the Transmission Tariff over Tariff Facilities which it owns or controls; or (3) is assigned by SPP to construct and accepts the obligation to construct new Tariff Facilities; or (4) undertakes another Transmission Owner's obligation to construct Tariff Facilities in accordance with Section 3.3 of this Agreement and Attachment O of the SPP OATT.

Upper Missouri Zone ("UMZ" or "Zone 19")
The rate pricing zone consisting of the following facilities that meet the requirements of Attachment AI of the SPP OATT, upon the transfer of those facilities to the functional control of the Transmission Provider: (i) the facilities of WAPA-UGP within the Eastern and Western Interconnections; (ii) the facilities owned or leased by Basin Electric Power Cooperative or Heartland Consumers Power District within the Eastern Interconnection; (iii) a portion of the facilities owned or leased by Basin Electric Power Cooperative within the Western Interconnection; (iv) other facilities of the Western Area Power Administration in the Eastern Interconnection transferred by WAPA-UGP to the functional control of the Transmission Provider, not included in the facilities of WAPA-UGP in (i) above; and (v) the facilities of other transmission owners approved for inclusion in Zone 19 by the Commission.

Western Area Power Administration Division ("WAPA-Division"): The WAPA-CRSP, WAPA-RMR, or WAPA-UGP division of the Western Area Power Administration ("WAPA").

Western Area Power Administration-Colorado River Storage Project Management Center ("WAPA-CRSP"): A division of the Western Area Power Administration that markets and transmits Federal power generated from certain U.S. Bureau of Reclamation hydroelectric facilities collectively known as the Salt Lake City Area Integrated Projects. WAPA-CRSP has transferred Colorado River Storage Project transmission facilities in the Western Interconnection to the functional control of the Transmission Provider.

Western Area Power Administration-Rocky Mountain Region ("WAPA-RMR"): A division of the Western Area Power Administration that markets and transmits Federal power generated from certain U.S. Bureau of Reclamation hydroelectric facilities collectively known as the Loveland Area Projects. WAPA-RMR also operates the Western Area Lower Colorado Balancing Authority Area, known as WALC, and provides transmission services, including, but not limited to, transmission service across WAPA-owned transmission facilities within WALC which is external to SPP. WAPA-RMR has transferred Loveland Area Projects Facilities located in the Eastern Interconnection and the Western Interconnection to the functional control of the Transmission Provider.

Western Area Power Administration-Upper Great Plains Region ("WAPA-UGP" or "Western-UGP")
A division of the Western Area Power Administration that markets and transmits Federal power from reservoir projects under the control of the Department of the Army or the U.S. Bureau of Reclamation collectively known as the Pick-Sloan Missouri Basin Program-Eastern Division. WAPA-UGP has transferred Federal transmission facilities in both the Eastern Interconnection and Western Interconnection to the functional control of the Transmission Provider.

Western Interconnection
One of the three major alternating-current electrical grids in North America. The Western Interconnection stretches from Western Canada South to Baja California in Mexico, reaching eastward over the Rockies to the Great Plains.

2.0 Rights, Powers and Obligations of SPP

SPP possesses the rights, powers, and obligations as detailed in this Section 2.

2.1 Operation and Planning

2.1.1 General

(a) SPP shall schedule transactions and administer transmission service over Tariff Facilities as necessary to provide service in accordance with the SPP OATT.

(b) SPP shall function in accordance with Good Utility Practice and shall conform to applicable reliability criteria, policies, standards, rules, regulations, guidelines and other requirements of SPP and NERC, Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements specified in this paragraph), and all applicable requirements of Federal and state regulatory authorities.

(c) SPP shall maintain a publicly available registry of all facilities that are not classified as critical energy infrastructure information that constitute the Electric Transmission System.

(d) SPP shall review and approve, as appropriate, requests for service, schedule transmission transactions, and determine available transfer capability under the OATT, provided that SPP shall coordinate with the Transmission Owner when processing requests for service involving its Tariff Facilities.

(e) SPP shall be responsible for coordinating with neighboring regional organizations and/or non-member transmission owners or providers as appropriate.

(f) SPP shall not exercise its administration of transmission service over the Tariff Facilities in such a way as to interfere with contracts between Transmission Owner and any Transmission Customer that are in effect as of the Effective Date of this Agreement except as permitted by the OATT.

(g) SPP shall be responsible for documenting all transmission service requests, the disposition of such requests, and any supporting data required to support the decision with respect to such requests. SPP

shall negotiate as appropriate to develop reciprocal service, equitable tariff application, compensation principles, and any related arrangements.

(h) SPP shall propose and file with FERC pursuant to Section 205 of the Federal Power Act modifications to the OATT and make any other necessary filings subject to approval by the Board of Directors.

(i) SPP shall develop penalties and incentives, subject to FERC filings where appropriate.

(j) SPP shall direct Transmission Owner pursuant to the provisions of Section 3.3 to construct transmission facilities in accordance with coordinated planning criteria, or if necessary under the OATT.

(k) SPP shall have the authority to direct the day-to-day operations of the Tariff Facilities in order to carry out its responsibilities as a Transmission Provider and Reliability Coordinator; provided, however, nothing in this Agreement or the OATT shall be construed to require a change in the physical control of any Tariff Facilities using a Party's existing facilities or equipment.

(l) SPP shall take any actions necessary for it to carry out its duties and responsibilities, subject to receiving any necessary regulatory approvals and any necessary approvals from the Board of Directors.

2.1.2 Reliability

SPP shall have responsibility for reliability of the Electric Transmission System in connection with its rights, powers, and obligations under this Agreement. SPP shall act as the Reliability Coordinator of the Electric Transmission System, and as such, shall have reliability monitoring and emergency response responsibilities pursuant to related SPP Criteria and the following requirements:

(a) SPP shall monitor real-time data to determine whether any control areas are experiencing generation capacity deficiencies. If a

generation capacity deficiency event threatens the security of the Electric Transmission System, SPP is authorized to and shall direct the acquisition of generation capacity and, if that direction is not satisfied, is authorized to and shall direct the shedding of firm load in the deficient control area.

(b) SPP shall work with other reliability coordinators and non-member transmission owners or providers to develop regional reliability plans and emergency operating procedures.

(c) SPP shall maintain emergency response procedures for responding to specified critical contingencies and shall continuously analyze issues that may require the initiation of such actions.

(d) SPP is authorized to and shall direct the response to any emergency and Members shall carry out the required emergency actions as directed by SPP (except in cases involving endangerment to the safety of employees or the public), including the shedding of firm load if required for regional reliability.

(e) After the conclusion of an emergency condition, any affected entity that disagrees with SPP's handling of the emergency may resolve that disagreement pursuant to the dispute resolution procedures in the Bylaws.

(f) SPP shall monitor and coordinate the maintenance of adequate Electric Transmission System voltage levels with control areas and Transmission Owner, where appropriate.

(g) SPP shall direct redispatch of generation in accordance with the OATT and in its role as Reliability Coordinator, subject to the generator receiving appropriate compensation pursuant to an applicable rate schedule.

2.1.3 Transmission Maintenance

SPP is required to approve all planned maintenance of the Electric Transmission System consistent with the following requirements:

(a) SPP shall review planned transmission maintenance schedules submitted by Transmission Owner for a minimum of a rolling one-year period. These planned maintenance schedules shall be updated daily. Planned transmission maintenance requests shall be submitted to SPP at least one week in advance of an outage.

(b) SPP shall analyze a planned transmission maintenance request to determine its effect on available transfer capability, ancillary services, the reliability of the Electric Transmission System, and any other relevant effects. Within two business days of receiving a planned maintenance request, SPP shall provide a response. If SPP's response indicates that such planned transmission maintenance will have an adverse impact, Transmission Owner shall work with SPP to minimize the impact of such planned maintenance, up to and including re-scheduling the maintenance.

(c) SPP shall notify Transmission Owner of the need to change previously reviewed planned transmission maintenance outages if forced transmission outages or other circumstances compromise the integrity or reliability of the Electric Transmission System. If Transmission Owner is fully compensated for any additional costs resulting from any changes in maintenance schedules as provided in an applicable rate schedule, Transmission Owner shall revise maintenance outages to address such emergency circumstances.

(d) As part of its review process, SPP shall identify planned transmission maintenance schedules that limit available transfer capability. If requested by a Transmission Customer, SPP shall identify opportunities and associated costs for rescheduling planned maintenance to enhance available transfer capability. Transmission Owner shall be compensated for the additional costs of rescheduled maintenance as provided in the SPP OATT.

(e) SPP shall be responsible for documenting all planned transmission maintenance requests, the disposition of those requests, and all data supporting the disposition of each request.

(f) SPP shall coordinate with Transmission Owner to the extent practicable to implement schedules for unplanned transmission maintenance when conditions endanger the safety of employees or the public, may result in damage to facilities, or may result in the unsatisfactory operation of its transmission system or any other transmission system.

2.1.4 Generation Maintenance

SPP shall coordinate the maintenance of generating units as appropriate to the extent such generation maintenance directly affects the capacity or reliability of the Electric Transmission System and the generation is located in the SPP Region as follows:

(a) SPP shall review planned generating unit maintenance schedules submitted by generation owners for a minimum of a rolling one-year period. The planned maintenance schedules shall be updated daily. SPP shall keep such information confidential.

(b) SPP shall analyze a planned generating unit maintenance schedule to determine its effect on available transfer capability, ancillary services, the reliability of the Electric Transmission System, and any other relevant effects. SPP shall inform a generation owner if its maintenance schedule is expected to have an impact on the reliability of the Electric Transmission System.

(c) As part of its review process, SPP shall identify generating unit maintenance schedules that limit available transfer capability and shall identify opportunities and associated costs for rescheduling planned maintenance to enhance available transfer capability.

(d) A generation owner that changes planned maintenance at the request of SPP pursuant to this Section 2.1.4 shall be compensated in accordance with the SPP OATT.

(e) SPP shall be responsible for documenting all planned generating unit maintenance schedules, all schedule changes, and all SPP studies and services performed with respect to planned generation maintenance.

2.1.5 Planning Activities

(a) SPP shall engage in such planning activities, in coordination with Member, as are necessary to fulfill its obligations under this Agreement, SPP Criteria and the OATT. Such planning shall conform to applicable reliability requirements of SPP, NERC, Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements), and all applicable requirements of Federal or state regulatory authorities. Such planning shall seek to minimize costs, consistent with the reliability and other requirements set forth in this Agreement. The division of responsibility for planning between Member and SPP is set forth in the SPP Criteria.

(b) As part of its planning activities, SPP shall be responsible for planning, and for directing or arranging, necessary transmission expansions, additions, and upgrades that will enable it to provide efficient, reliable and non-discriminatory transmission service and to coordinate such efforts with the appropriate state authorities.

2.2 Non-Discriminatory Transmission Service

SPP shall offer and administer transmission service over Tariff Facilities as specified in the OATT.

2.2.1 Pricing

In connection with its administration of the OATT, SPP on behalf of its Members may propose to FERC such transmission pricing for transmission service as is necessary to fulfill its obligations under this Agreement, and may propose to FERC such changes in prices, pricing methods, terms, and conditions as are necessary to continue to fulfill such obligations. The Board of Directors must approve such filings. The OATT rates shall be designed and administered so as to recover full cost of service to the greatest extent practicable associated with the provision of transmission service under the OATT for Tariff Facilities. Notwithstanding the foregoing, Transmission Owner possesses the right to revise certain rates as provided in Section 3.10 of this Agreement.

2.2.2 Standards of Conduct

SPP, its directors, officers, employees, contractors, and agents shall adhere to the Standards of Conduct.

2.2.3 OASIS

SPP shall administer an Open Access Same-time Information System (OASIS) or successor systems for administration of transmission service. The OASIS, or any successor system, shall conform to the requirements for such systems as specified by FERC.

2.2.4 Ancillary Services

SPP, as part of the OATT, shall facilitate the provision of such ancillary services as are required to be offered by FERC.

2.2.5 Transmission Service Scheduling

(a) SPP shall schedule and curtail transmission service in accordance with the OATT.

(b) SPP shall, in consultation with its Members, develop and from time-to-time amend when necessary, detailed scheduling protocols and procedures for service under the OATT, which shall be provided to all Members and be made publicly available.

2.3 Fiduciary Responsibilities and Duties of SPP to Members

SPP shall have the following fiduciary responsibilities and duties to Member under this Agreement:

(a) Using best efforts to avoid damage to the Tariff Facilities or any other facilities of the Member affected by SPP activities;

(b) Collecting and distributing revenues to Member in accordance with the Transmission Tariff and other SPP documents applicable to the Transmission Tariff and approved by the Members;

(c) Using best efforts to maximize transmission service revenues associated with such transmission services in discounting transmission services in accordance with the Transmission Tariff; and

(d) Using best efforts to promote the design and development of Transmission Tariff rates to assure recovery by Transmission Owner of transmission revenue requirements to the greatest extent practicable and subject to receiving necessary regulatory approvals.

2.4 Additional Obligations of SPP

2.4.1 Inspection and Auditing Procedures

SPP shall grant Member, its employees, agents, or external auditors, and Federal and state regulatory authorities having jurisdiction over SPP or Member, such access to SPP's books, records, business practices, control procedures and required audit test results, and related financial transactions and settlement activities as is necessary to verify compliance by SPP with this Agreement, to audit and verify transactions under this Agreement, and to assist Member in complying with its statutory and regulatory requirements. Such access shall be at reasonable times and under reasonable conditions. SPP shall also comply with the reporting requirements of Federal and state regulatory authorities having jurisdiction over SPP with respect to the business aspects of its operations. Contact between officers, employees, and agents of Member and those of SPP shall comply with the Standards of Conduct.

2.4.2 Stranded Cost Recovery Charges

SPP shall collect and distribute, as appropriate, any stranded cost recovery charges pursuant to applicable schedules accepted by appropriate regulatory entities.

3.0 Commitments, Rights, Powers, and Obligations of Member

Member has made the following commitments, and shall have the following rights and shall be responsible for the following functions, some of which apply only to a Transmission Owner, some only to a Non-Transmission Owner.

(a) Transmission Owner shall transfer functional control related to the rates, terms and conditions of the OATT of its transmission facilities, subject to receiving all necessary regulatory authorizations, thereby allowing SPP to (i) direct the operation of the transmission facilities in accordance with the terms of this Agreement; (ii) administer transmission service under the Transmission Tariff over that Transmission Owner's Tariff Facilities; and (iii) receive funds from Transmission Customers relating to transmission service over Tariff Facilities and distribute funds to the Transmission Owner. Where Member, owns generators within the SPP Region which directly affect the capacity or reliability of the Electric Transmission System, it shall offer to provide the ancillary services required under the OATT at rates approved by regulatory authorities, where appropriate, to the extent such generators are able to provide such ancillary services.

(b) Transmission Owner shall operate and maintain its Tariff Facilities subject to the requirements of this Agreement.

(c) Where Transmission Owner is a balancing area operator, it shall continue to operate its balancing areas for local generation control and economic dispatch, and shall be responsible for identifying and addressing local problems in a reliable manner.

(d) Transmission Owner shall provide transmission service over its Tariff Facilities at the direction of SPP pursuant to the terms of the OATT.

(e) Member agrees to comply with the instructions of SPP in its role as Reliability Coordinator.

(f) Transmission Owner shall retain all rights of ownership, including legal and equitable title in its Tariff Facilities, subject to the provisions of this Agreement. Transmission Owner, or one acting under its authority, shall retain all rights to

access to its Tariff Facilities so long as such access is consistent with the provisions of this Agreement.

(g) Notwithstanding any other provision in this Agreement, Transmission Owner shall not be obligated or be considered to be allowing transmission over its facilities if such transmission would cause the loss of the tax-exempt status of Transmission Owner or any bonds or other debt of Transmission Owner.

(h) Notwithstanding any other provisions of this Agreement, Member reserves the right to exercise operational authority of Member's Tariff Facilities (1) to protect public safety and the safety of its workers, to prevent damage to equipment, and to preserve reliability in compliance with NERC standards, and (2) as necessary to preserve Member's rights, duties and obligations regarding electric service to its retail and wholesale native load customers pursuant to any applicable Federal or state law and consistent with NERC standards, if SPP's exercise of operational authority over the Tariff Facilities would endanger said electric service or is contrary to or would curtail, surrender or delegate such Federal or state law rights, duties and obligations. Member will, as soon as reasonably practicable thereafter, notify SPP of such actions taken by Member. Member and SPP will meet and confer regarding the matter and, as necessary, negotiate in good faith to modify the Agreement to address the matter.

3.1 Redispatch and Curtailment

Where Member owns or controls generation, it shall follow the instructions of SPP in its role as Reliability Coordinator in redispatching generation if such generation directly affects the reliability and capability of the Electric Transmission System and is located within the SPP Region. Member shall follow the instructions of SPP in its role as Reliability Coordinator or as administrator of the OATT to effectuate curtailment of load. Member shall submit to and coordinate with SPP unit schedules and must-run units within the SPP Region that affect Electric Transmission System capability or reliability. Where Member is providing redispatch it shall receive appropriate compensation in accordance with appropriate rate schedules.

3.2 Transmission and Generation Maintenance Practices

Transmission Owner shall maintain its Tariff Facilities in accordance with Good Utility Practice. Member shall maintain its generation facilities subject to this Agreement in accordance with Good Utility Practice. Transmission Owner shall coordinate and obtain SPP approval for maintenance on its Tariff Facilities in accordance with Section 2.1.3 of this Agreement. Where Member owns or controls generation facilities within the SPP Region directly affecting Electric Transmission System capability or reliability, it shall coordinate maintenance of such facilities with SPP in accordance with Section 2.1.4 of this Agreement.

3.3 Construction

(a) As part of its planning activities, SPP shall be responsible for planning, and for directing or arranging, necessary transmission expansions, additions, and upgrades that will enable it to provide efficient, reliable and non-discriminatory transmission service and to coordinate such efforts with the appropriate Federal or state authorities, including the Member's governing board where it serves as that authority, or in the case of a Federal Power Marketing Agency, the Administrator. Transmission Owner shall use due diligence to construct transmission facilities as directed by SPP in accordance with the OATT and this Agreement, subject to such siting, permitting, and environmental constraints as may be imposed by Federal, state, and local laws and regulations, and subject to the receipt of any necessary Federal or state regulatory approvals, including, as necessary, the Member's governing board where it serves as that authority. Such construction shall be performed in accordance with Good Utility Practice, applicable SPP Criteria, industry standards, Transmission Owner's specific reliability requirements and operating guidelines (to the extent these are not inconsistent with other requirements), and in accordance with all applicable requirements of Federal or state regulatory authorities. Transmission Owner shall be fully compensated to the greatest extent permitted by FERC, or other legislative or regulatory authority for the costs of construction undertaken in accordance with the OATT.

(b) After a new transmission project has received the required approvals and been approved by SPP, SPP will direct the appropriate Transmission Owner(s) to begin implementation of the project in accordance with Attachment O of the OATT.

3.4 Use of Distribution Facilities

Transmission Owner shall provide such service over its Distribution Facilities, where applicable, as is necessary to effectuate transmission transactions administered by SPP, at approved rates, and subject to a separate tariff or agreement as appropriate.

3.5 Providing Information

Member shall provide such information to SPP as is necessary for SPP to perform its obligations under this Agreement and the OATT, and for planning and operational purposes. Such information shall be treated as confidential when so designated so long as its designation is reasonable.

3.6 Facilities Access

Transmission Owner shall allow SPP such access to Tariff Facilities as is necessary for SPP to perform its obligations under this Agreement. Such access shall be at reasonable times and under reasonable conditions.

3.7 Inspection and Auditing Procedures

Transmission Owner shall grant SPP such access to its books and records as is necessary for SPP to perform its obligations under this Agreement and to audit and verify transactions under this Agreement. Such access shall be at reasonable times and under reasonable conditions.

Transmission Owner shall not be required to provide access to confidential information unless it consents, which consent will not be unreasonably withheld. Transmission Owner may require reasonable disclosure conditions before giving its consent. Disclosure of confidential information shall be made consistent with such disclosure conditions or in accordance with any effective order requiring production of such confidential information issued by a court or regulatory authority. SPP shall provide Transmission Owner immediate notice of any request by an entity to review any such confidential information.

3.8 Compliance with Bylaws and Other Policies and Procedures

(a) Member agrees to and will comply with and abide by the provisions of the SPP Bylaws and pay, when due, any dues, assessments, OATT charges, and other amounts owing to SPP.

(b) Member shall comply with all approved and applicable SPP and NERC policies, principles, criteria, standards, and guides and monitoring and certification procedures.

(c) Where Member is also a member of a Regional Entity, it may, at its request and upon approval of the President, be granted a waiver of responsibilities associated with SPP Criteria and/or Bylaws that are duplicative of or inconsistent with responsibilities of membership in such Regional Entity. Where Member receives such a waiver, it agrees to forgo voting privileges on issues before any organizational group pertaining to waived responsibilities.

3.9 Planning and Participation

Transmission Owner shall participate in regional joint planning and coordinated operation of the Electric Transmission System. Non-Transmission Owner shall be entitled to participate in regional joint planning and coordinated operation of the Electric Transmission System.

3.10 Pricing

Transmission Owner shall possess the unilateral right to file with FERC, and, if the Transmission Owner is non-jurisdictional, the Transmission Owner shall have the option to file with FERC, or submit to SPP for filing with FERC, pursuant to Section 205 of the Federal Power Act and Federal statutory and regulatory requirements, including Delegation Order S1-DEL-RATES-2016, 10 CFR Part 903 and 18 CFR Part 300, as amended or superseded, modifications to change the rates or rate structure for transmission service over its Tariff Facilities, including filing a fixed revenue requirement and supporting data or a rate formula template for its cost of service revenue requirements, and to submit proposals or filings governing new construction with FERC; provided, however, Transmission Owner may not submit a proposal which results in a Transmission Customer paying two or more transmission charges for transmission for one transaction under the OATT (excluding Distribution Facilities for which an additional charge may be imposed, and Grandfathered Agreements as defined in the OATT). Transmission Owner shall notify SPP in advance of its intention to submit a filing to FERC and provide SPP with a copy of the filing. No approval from SPP is required for such filings.

3.11 No Waiver of Jurisdictional Immunity

If Member is not subject to the jurisdiction of FERC as a public utility under the Federal Power Act, Member shall not be required to take any action or participate in any filing or appeal that would confer FERC jurisdiction over Member that does not otherwise exist. Any order, decision, rule or regulation issued by FERC to SPP or any other Members or Member of SPP relating to matters exempt from FERC jurisdiction under Section 201(f) of the Federal Power Act shall not apply directly or separately to a non-jurisdictional Member. Without limiting the generality of the foregoing, except as otherwise provided in the Federal Power Act, a non-jurisdictional Member shall not be bound or obligated by any FERC order, decision, rule or regulation requiring a change in the rates, terms or conditions for transmission service or compensation for utilizing the transmission facilities of a non-jurisdictional Member, which conflicts with applicable Federal or state law, including any order requiring the suspension of the use of such rates, terms or conditions or the payment of refunds of rates or compensation previously collected or received. A non-jurisdictional Member and SPP acknowledge that FERC, in the context of its jurisdiction over SPP's rates, may review a non-jurisdictional Member's revenue requirement and rates to the extent they comprise or affect the rates charged by SPP or other Members. In the case of a Federal Power Marketing Agency, this review shall be consistent with the Delegation Order S1-DEL-RATES-2016, as superseded or amended, from the Secretary of Energy to the Power Marketing Administrations and the FERC, including the regulations implementing this review authority. If FERC does not accept a non-jurisdictional Member's revenue requirement or rates, the non-jurisdictional Member may terminate this Agreement pursuant to the withdrawal provisions of the Agreement. In such event, the non-jurisdictional Member and SPP agree to meet and confer prior to any termination of this Agreement. Nothing in this Agreement, or the participation of a non-jurisdictional Member in SPP and its operations waives any objection to or otherwise constitutes a consent to, the jurisdiction by FERC that does not otherwise exist over the non-jurisdictional Member or its transmission service, facilities and rates.

3.12 Compliance with Federal or State Law

Notwithstanding any other provision of this Agreement, a non-jurisdictional Member shall not be required to take any action or do any other thing with respect to rates, charges, terms or conditions of service, the resolution of disputes under this Agreement or any other matter regarding its obligations and performance under this Agreement, that (i) the non-jurisdictional Member is not permitted by Federal or state law to undertake or that is prohibited in whole or in part by any Federal or state law or regulation applicable to the non-jurisdictional Member; or (ii) would require the non-jurisdictional Member to violate a provision of such state or Federal law or regulation in order to comply with this Agreement. Determination of compliance with and permissible action, conduct or obligations under this Section 3.12 by a non-jurisdictional Member shall be within the sole jurisdiction of the non-jurisdictional Member's governing board, or in the case of a Federal Power Marketing Agency, its Administrator, subject to applicable Federal or state court review. A non-jurisdictional Member shall not object to SPP's participation in any Federal or state proceedings that impact the non-jurisdictional Member's ability to perform under this Agreement or determinations regarding such impact. To the extent possible without violating Federal or state law, a non-jurisdictional Member shall notify SPP in advance of any action that the non-jurisdictional Member is required to take that the non-jurisdictional Member believes would constitute a violation of Federal or state law, and the non-jurisdictional Member and SPP promptly shall meet and confer regarding the matter. As necessary, the non-jurisdictional Member and SPP agree to negotiate in good faith to modify the Agreement as consistent as possible with the original intent to allow SPP to exercise operational authority over the non-jurisdictional Member's Tariff Facilities as otherwise provided in the Agreement. If the non-jurisdictional Member and SPP are unable to resolve the matter, the non-jurisdictional Member may terminate this Agreement pursuant to the withdrawal provisions of the Agreement.

4.0 Termination of Membership

This Section states the terms and conditions applicable to any Termination or Partial Termination.

4.1 Events of Termination and Partial Termination.

A "Termination" shall mean any cessation of Membership, voluntary or involuntary, or a termination of this Agreement for any reason including the following:

a. Member voluntarily withdraws from membership under Sections 4.0 or 5.0 of this Agreement;

b. An involuntary termination of membership occurs pursuant to Section 6.0 of this Agreement;

c. Member withdraws from membership or terminates this Agreement to comply with the terms of any applicable law or regulation;

d. A withdrawal from membership or termination of this Agreement is ordered by any court or administrative agency of competent jurisdiction; SPP reserves the right, but is not obligated, to maintain before such court or administrative agency, or on any appeal, that FERC has preemptive jurisdiction;

e. A material breach or repudiation of this Agreement, in the discretion of the non-breaching or non-repudiating party;

f. The liquidation or dissolution of SPP, unless a third party has assumed the rights and obligations of SPP under this Agreement consistent with Section 8.2, and has reasonably demonstrated capability to perform SPP's obligations under this Agreement;

g. An agreement between SPP and the Member to terminate this Agreement.

A "Partial Termination" occurs upon a Member's voluntary removal of a portion of its transmission facilities or customers from the SPP Region, including, by way of example and not limitation, sale of a part of the Member's distribution or transmission network or transfer to another service provider of a portion of its retail load.

4.2 Termination Procedures and Effective Dates

4.2.1 Voluntary Withdrawal

(a) **Notice of Voluntary Withdrawal of a Member.** Subject to Section 4.3, a Member may withdraw voluntarily from this Agreement, provided that it has given written notice to the President of its intent to withdraw. For Load Serving Entity and Transmission Only Entity Members, the notice of intent to withdraw must state a proposed date for the withdrawal and be delivered to the President no less than twenty-four (24) months prior to such date. For Members that are a Non-Load Serving Entity, the notice of intent to withdraw must state a proposed date for the withdrawal and be delivered to the President prior to such date. The President will advise the Members and the Board of Directors of any withdrawal notices received. In order to assure that there is no more than one proposed termination date with respect to a Member, a withdrawal notice shall be deemed to supersede any prior withdrawal notice given by the Member, except that a Member may not submit a withdrawal notice less than twenty-four (24) months prior to the termination date proposed in the Member's previous notice of intent to withdraw, unless that Member is a Non-Load Serving Entity. Voluntary withdrawal is a Termination and creates the same obligations as a Termination for any other reason. Upon receiving a notice of intent to withdraw, SPP shall account for such notice of intent to withdraw in the SPP planning process, unless the Member plans to continue to take transmission service from SPP after the termination date.

(b) **Withdrawal Deposit.** Load Serving Entity and Transmission Only Entity Members submitting a written notice of its intent to withdraw from this Agreement or notice of a Partial Termination must simultaneously submit a cash withdrawal deposit to SPP, as set forth in the table below. SPP will not accept a notice of intent to withdraw or notice of a Partial Termination from a Load Serving Entity or a Transmission Only Entity without a withdrawal deposit. SPP will treat the withdrawal deposit as a pre-payment of a portion of the costs SPP incurs to process the Member's withdrawal from SPP or Partial Termination, as set forth in Section 4.3.2(d) of this Agreement, or the costs associated with reintegrating the Member, its facilities, or its customers into SPP if the Member subsequently rescinds its notice of intent to withdraw or notice of Partial Termination and SPP incurs costs for such reintegration. Withdrawal deposits are as follows:

Member Category	Withdrawal Deposit
Load Serving Entity	$ 150,000
Transmission Only Entity	$ 50,000
Non-Load Serving Entity	$ 0

If the cost of processing Member's withdrawal as calculated by SPP pursuant to Section 4.3.2(d) of this Agreement exceeds the withdrawal deposit, the additional amount shall be included in the invoice SPP provides to the Member under Section 4.3.2(e) of this Agreement. If the Member rescinds its notice of intent to withdraw and the cost of processing the Member's withdrawal and subsequent reintegration into SPP exceeds the withdrawal deposit, SPP shall invoice the Member for the amount of the cost that exceeds the deposit, and the Member shall provide payment to SPP within thirty (30) days of receipt of the invoice. For Members that are Non-Load Serving Entities, the cost, if any, of processing the Member's withdrawal as calculated by SPP shall be included in the invoice SPP provides to the Member under Section 4.3.2(e) of this Agreement. If the withdrawal deposit exceeds the costs of processing the Member's withdrawal and/or reintegration, SPP shall refund the difference to the Member. Notwithstanding the foregoing, a Federal Power Marketing Agency shall not be required to make a withdrawal deposit and shall only be responsible for paying SPP costs after they are incurred and appropriately invoiced pursuant to Section 4.3.2(e).

(c) **Notice of Partial Termination.** In the event of a Partial Termination, the Member shall provide written notice to the President of its intent to remove a portion of its transmission facilities or customers from the SPP Region. The notice of a Partial Termination must state the effective date for the removal of a portion of the transmission facilities or customers from the SPP Region and be delivered to the President no less than twenty-four (24) months prior to such date. The President will advise the Members and the Board of Directors of notices of Partial Termination received.

4.2.2 Effective Date of Termination

(a) **Voluntary Withdrawal.** If the withdrawing Member is not a Transmission Owner subject to FERC jurisdiction, the Termination Date shall be the date proposed in the withdrawal notice under Section 4.2.1 or otherwise agreed by

SPP. If the withdrawing Member is a Transmission Owner subject to FERC jurisdiction, the Termination Date shall be the later of (i) the proposed date specified in the withdrawal notice or otherwise agreed by SPP, (ii) the effective date, if any, set by the FERC order approving the withdrawal; or (iii) the date that such FERC order is no longer subject to review by a court of competent jurisdiction.

(b) **Termination other than Voluntary Withdrawal**. If the Termination occurs for any reason other than the Member's voluntary withdrawal under Section 4.2.1 or by agreement with SPP, the Termination Date shall be as follows:

(i) If the Member is not a Transmission Owner subject to FERC jurisdiction, the Termination Date shall be the date of the event by which the Termination occurs, for example, the date a party gives notice that it will treat a breach or repudiation as a Termination or the date a Member withdraws in order to comply with the terms of a law or regulation. The foregoing notwithstanding, if the Termination occurs due to the order of a court or administrative agency, the Termination Date shall be the date the order is no longer subject to review by a court of competent jurisdiction.

(ii) If the Member is a Transmission Owner requiring regulatory agency approval prior to effectively withdrawing from SPP, then the Termination Date shall be the later of (i) the effective date, if any, set by the regulatory agency order approving the Termination; or (ii) the date that such regulatory order is no longer subject to review by a court of competent jurisdiction.

(iii) In conjunction with the requirements and limitations imposed in Section 4.2.2(b)(ii) above; Transmission Owning Members of SPP wishing to withdraw from SPP and requiring regulatory agency approval prior to such withdrawal being effective are required to initiate the required regulatory filings seeking approval to withdraw prior to the end of the 24-month notice period. Additionally, these members must provide SPP copies of the

regulatory filings in a timely manner after filing with the appropriate regulatory agency. Failure to comply with the terms of this paragraph will effectively rescind the notice of the withdrawing member.

(iv) Member may terminate this Agreement with less than the required twenty-four (24) months' notice, in the event that the Federal or state law governing Member changes, or any provisions of this Agreement, the provisions of SPP's OATT, or SPP's Bylaws are changed or modified in a manner that causes a conflict with the Member's Federal or state law, regulations, or rate schedules, and the internal dispute resolution process described in Section 12 of the OATT is unable to resolve such conflict. In such event, Member and SPP shall meet and confer to facilitate the withdrawal as soon as practicable as necessary to ensure compliance with Federal or state law.

(v) Any Member with transmission facilities located in the Upper Missouri Zone may terminate this Agreement with less than the required twenty-four (24) month notice in the event that WAPA-UGP or Basin Electric Power Cooperative: (1) withdraws from SPP in accordance with its respective withdrawal rights; or (2) if FERC finds that SPP has not adhered to all of the WAPA-UGP Federal Power Marketing Agency Amendments, the Basin Electric Amendments, or the Heartland Amendments. In such event, Member and SPP shall meet and confer to facilitate the withdrawal as soon as practicable or as necessary to ensure compliance with state or Federal law. In the event of a withdrawal by WAPA-UGP or Basin Electric Power Cooperative, Member's withdrawal will become effective on the same date as that of WAPA-UGP or Basin Electric Power Cooperative. Such Member also may terminate this Agreement in the event that SPP files and FERC approves changes to the WAPA-UGP Federal Power Marketing Agency

Amendments, the Basin Electric Amendments, or the Heartland Amendments that have a material adverse effect on such Member. If such Member exercises its withdrawal rights under this provision, the financial obligations will be calculated under § 4.3 of this Agreement.

(vi) Any Member with transmission facilities located in the Colorado River Storage Project Zone may terminate this Agreement or effectuate a Partial Termination in this zone with less than the required twenty-four (24) month notice in the event that: (1) WAPA-CRSP, WAPA-RMR, Basin Electric Power Cooperative or Tri-State Generation and Transmission Association withdraws from SPP in accordance with its respective withdrawal rights; or (2) if FERC finds that SPP has not adhered to all of the WAPA-CRSP and WAPA-RMR Federal Power Marketing Agency Amendments or the Basin Electric Amendments. In such event, Member and SPP shall meet and confer to facilitate the withdrawal as soon as practicable or as necessary to ensure compliance with state or Federal law. In the event of a withdrawal by WAPA-CRSP, or WAPA-RMR, or Basin Electric Power Cooperative, or Tri-State Generation and Transmission Association, Member's withdrawal will become effective on the same date as that of WAPA-CRSP, or WAPA-RMR, or Basin Electric Power Cooperative, or Tri-State Generation and Transmission Association. Such Member also may terminate this Agreement or effectuate a Partial Termination in this zone in the event that SPP files and FERC approves changes to the WAPA-CRSP or WAPA-RMR Federal Power Marketing Agency Amendments or the Basin Electric Amendments that have a material adverse effect on such Member. If such Member exercises its withdrawal rights under this provision, the financial obligations will be calculated under § 4.3 of this Agreement.

(vii) Any Member with transmission facilities located in the Loveland Area Projects Zone may terminate this Agreement or effectuate a Partial Termination in this zone with less than the required twenty-four (24) month notice in the event that: (1) WAPA-RMR, WAPA-CRSP, Basin Electric Power Cooperative or Tri-State Generation and Transmission Association withdraws from SPP in accordance with its respective withdrawal rights; or (2) if FERC finds that SPP has not adhered to all of the WAPA-RMR and WAPA-CRSP Federal Power Marketing Agency Amendments or the Basin Electric Amendments. In such event, Member and SPP shall meet and confer to facilitate the withdrawal as soon as practicable or as necessary to ensure compliance with state or Federal law. In the event of a withdrawal by WAPA-RMR, or WAPA-CRSP, or Basin Electric Power Cooperative, or Tri-State Generation and Transmission Association, Member's withdrawal will become effective on the same date as that of WAPA-RMR, or WAPA-CRSP, or Basin Electric Power Cooperative, or Tri-State Generation and Transmission Association. Such Member also may terminate this Agreement or effectuate a Partial Termination in this zone in the event that SPP files and FERC approves changes to the WAPA-RMR or WAPA-CRSP Federal Power Marketing Agency Amendments or the Basin Electric Amendments that have a material adverse effect on such Member. If such Member exercises its withdrawal rights under this provision, the financial obligations will be calculated under § 4.3 of this Agreement.

(c) **Partial Termination.** The Termination Date for a Partial Termination shall be the date the voluntary removal of a portion of transmission facilities or customers from the SPP Region is effective, unless otherwise agreed by SPP.

4.3 Obligations Upon Termination

4.3.1 Obligation to Hold Users Harmless

Transmission Customers taking service which involves facilities being withdrawn by a Transmission Owner from the functional control of SPP and where such service is under transmission contracts executed before the Termination Date shall continue to receive the same service for the remaining term of each such contract at the same rates, terms, and conditions that would have been applicable if the Termination or Partial Termination had not occurred. Transmission Owner agrees to continue providing service to such Transmission Customers in accordance with the preceding sentence, and shall receive revenues calculated in accordance with the OATT but no more in revenues for that service that if there had been no Termination or Partial Termination.

4.3.2 Obligation of Member to Pay Current and Existing Obligations

(a) In the event of a Termination or Partial Termination of a Member, the Member shall pay all obligations incurred under this Agreement at any time prior to the Termination Date. A Non-Transmission Owner Member shall pay all Existing Obligations as defined in Sections 4.3.2(b)(i)-(iii), calculated as of the Termination Date, and is subject to the obligations set forth in Sections 4.3.2(c)-(f). In addition, in order for SPP to recover a portion of certain debts and cost payable by SPP after the Termination Date as further specified in this Agreement, a Transmission Owner Member shall pay all Existing Obligations as defined in Section 4.3.2(b), calculated as of the Termination Date, and is subject to the obligations set forth in Sections 4.3.2(c)-(f). SPP shall make reasonable efforts to mitigate the Member's Existing Obligations by commercially reasonable actions (such as prepayment of allocable debt, or investment of part or all of the Member's payment in an interest-bearing instrument) and, in its discretion, may further discount the Member's Existing Obligations to reflect any additional mitigation SPP determines it will achieve.

(b) "Existing Obligations" are all of the following and other obligations as may be set forth in the Bylaws from time to time;

i. the Member's unpaid annual membership fee,

ii. the Member's unpaid dues, assessments, and other amounts charged under Section 3.8 of this Agreement, Section 8.4 of the Bylaws, or otherwise under the Bylaws, plus the Member's share of costs SPP customarily includes in such dues, assessments or other charges, but which as of the Termination Date SPP had not included in such dues assessments or other charges.

iii. Any costs, expenses or liabilities incurred by SPP directly due to the Termination, regardless of when incurred or payable.

iv. A Transmission Owner Member's Existing Obligations shall also include:

a. the Member's share (computed in accordance with the Bylaws) of the entire principal amounts of all SPP Financial Obligations outstanding as of the Termination Date. "Financial Obligations" are all long-term (in excess of six (6) months) financial obligations of SPP, including but not limited to the following:

1. debts under all mortgages, loans, loan agreements, borrowings, promissory notes, bonds, and credit lines under which SPP is obligated, including principal and interest;

2. all payment obligations under equipment leases, financing leases, capital leases, real estate and office space leases, consulting contracts, and contracts for outsourced services;

3. any unfunded liabilities of any SPP employee pension funds, whether or not liquidated or demanded;

4. the general and administrative overhead of SPP for a period of three (3) months; and

5. any prepayment premiums or penalties arising under SPP Financial Obligations.

b. the Member's share (computed in accordance with the Bylaws) of all interest that will become due for payment with respect to all interest bearing Financial Obligations after the Termination Date and until the maturity of all Financial Oblations in accordance with their respective terms ("Future Interest"). In the event that a Financial Obligation carries a variable interest rate, the interest rate in effect at the Termination Date shall be used to calculate the applicable Future Interest. In determining the Member's share of Future Interest, SPP shall take into account any reduction of Financial Obligations due to mitigation under this Section.

(c) In the event of a Partial Termination, Existing Obligations shall first be calculated as though a Termination occurred, and the Member shall pay a percentage thereof as Existing Obligations due to the Partial Termination. Such percentage shall be the percentage reduction of the Net Energy for Load Ratio (if applicable) that is attributable to the Member resulting from the Partial Termination.

(d) In the event of a Termination or Partial Termination by a Member, the Member shall pay to SPP all costs SPP incurs to remove the Member's facilities and/or load from SPP markets and operations. Such costs will be determined by SPP and shall include but not be limited to costs associated with modifying systems and databases, staff time, legal costs, and all costs of completing other tasks necessary to process the Member's Termination. SPP will apply the Member's withdrawal deposit, as specified in Section 4.2.1(b), to such costs, and any costs exceeding the withdrawal deposit shall be included in the invoice to the Member as discussed in Section 4.3.2(e) of this Agreement.

(e) SPP shall invoice Member for Existing Obligations within one month after the Termination Date, except that delay by SPP in issuing the invoice shall not diminish Member's obligation to make timely payment. The invoice shall be due and payable no later than five (5) business days after issuance. Any amounts owed by SPP to the Member shall, solely at SPP's election and in its discretion, be offset against the Member's Existing Obligations or paid to the Member concurrently with issuance of the invoice.

(f) The Member acknowledges and agrees that Existing Obligations include amounts that SPP expects to accrue and that will become payable by SPP between the date of Member's Notice of Termination and the Member's Termination Date, and that no part of a payment of Existing Obligations shall be refundable to the Member under any circumstances, including (except as provided in this Section with respect to mitigation or the execution of a new Agreement by the Member after the Member's Termination) any reduction of the Financial Obligations (if applicable). Any disagreement as to the calculation of Existing Obligations shall be resolved in accordance with the dispute resolution procedures in the Bylaws. If, after Termination, the Member elects to re-join SPP and execute the Agreement then in effect, SPP, in its sole discretion, may elect to credit a portion or all of the Member's Existing Obligations paid to SPP upon the Member's earlier Termination against any future payments owed by the Member to SPP.

4.3.3 Construction of Transmission Facilities

Any obligations relating to the construction of new facilities pursuant to an approved plan of SPP shall be negotiated between SPP and the Transmission Owner prior to the Termination Date so as to continue the Transmission Owner's construction obligation for facilities for which SPP has issued a notification to construct to the Transmission Owner prior to the Termination Date. If such obligations cannot be resolved through negotiations, they shall be resolved in accordance with the dispute resolution procedures in the Bylaws and Agreement.

4.3.3A Financial Obligations for Transmission Facilities

This Section 4.3.3A applies to any Terminated Member that was a Transmission Owner at the time it submitted its notice of intent to withdraw pursuant to Section 4.2.1(a) or Member that was a Transmission Owner at the time it submitted its notice of Partial Termination pursuant to Section 4.2.1(c). Such Terminated Member shall remain financially responsible for all financial obligations incurred and costs allocated to its load for transmission facilities approved prior to the Termination Date. Payments in fulfillment of any such obligations and allocated costs shall commence on the date that the costs of such transmission facilities are reflected in SPP's generally applicable rates, unless SPP and the Terminated Member agree to an alternate date. Rights, obligations, and payments applicable to time periods prior to the Termination Date shall be honored by SPP and the Terminated Member. Fulfillment and performance of such rights and obligations, and rights and obligations regarding the use of such transmission facilities, shall be negotiated between SPP and the Terminated Member, and any disputes involving such rights and obligations shall be resolved in accordance with the dispute resolution procedures in the Bylaws and Agreement.

4.3.4 Regulatory and Other Approvals or Procedures

Any Termination or Partial Termination with respect to a Transmission Owner shall be subject to applicable Federal and state law and regulatory approvals or procedures.

5.0 Regulatory, Tax, And Other Authorities

5.1 Regulatory and Other Authorities

This Agreement and the participation of Member is subject to acceptance or approval by FERC, and may be subject to actions of respective Federal or state regulatory authorities to which Member may be subject, and to the actions of any other governmental body which may affect the ability of Member to participate in this Agreement. The following items describe Member's rights and obligations in the event regulatory and other approvals or acceptances are not obtained or changes are required:

(a) In the event FERC disapproves or refuses to accept this Agreement or the changes to the OATT, transmission service agreements, and Bylaws developed together with this Agreement, then this Agreement shall cease to be effective except that the signatories shall be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement and OATT, transmission service agreements, and Bylaws which address the reasons for such FERC action. If, despite such good faith negotiation, the signatories are unable to produce such a substitute agreement and OATT, transmission service agreements, and Bylaws, then the signatories shall have no further obligations under this Agreement or any filing associated herewith.

(b) In the event of any order or decision by FERC or by a court modifying this Agreement or the OATT, transmission service agreements, and Bylaws submitted as part of the initial filing seeking FERC acceptance or approval, that in the judgment of Member adversely affects it, then Member, at its sole discretion, may withdraw from this Agreement by providing written notice to the President of SPP no later than thirty days after such order or decision without receiving any FERC authorization. In such event, Member will in good faith negotiate to determine whether changes should be made to the Agreement or the OATT, transmission service agreements, and Bylaws to address the reasons for Member's withdrawal.

5.2 Tax Authorities

If the Internal Revenue Service or any other Federal, state, or local taxing authority issues, or fails to issue, any ruling, or imposes any requirement or obligation, in connection with this Agreement on Member adverse to Member (in its sole judgment), or if adherence to this Agreement jeopardizes the tax-exempt status of Member or its bonds, then Member may, within 30 days of the date of such final order, or a good faith belief of such adverse consequences, withdraw from this Agreement subject to receiving any necessary regulatory approvals. In such event, Member and SPP will, in good faith, negotiate to determine whether changes should be made to the Agreement to address the reasons for Member's withdrawal.

Nothing in this Agreement, nor Member's obligations and performance thereunder, shall affect, or require Member to take or refrain from taking any action that would affect the rights and obligations or enforceability of Member's present or future bond resolutions, tax-exempt debt covenants and financing agreements. Member shall determine in its sole discretion and judgment, in accordance with advice and opinions from its legal counsel, what actions, conduct and performance it is permitted to or must take under its bond resolutions, tax-exempt debt covenants and financing agreements. Member and SPP will meet and confer regarding the matter and, as necessary, negotiate in good faith to modify the Agreement to address the matter.

5.3 Effectiveness as to Certain Members

The effectiveness of this Agreement as to Member where it is a governmental entity or non-public utility and has outstanding tax-exempt bonds issued to finance, in whole or in part, generation, transmission, or Distribution Facilities is dependent upon satisfaction or Member's written waiver of the following conditions precedent:

(a) Receipt of an unqualified opinion of a nationally recognized bond counsel to the effect that the provisions of this Agreement do not adversely affect the exclusion from gross income of interest on any such outstanding bonds issued to finance generation, transmission, and Distribution Facilities under the Internal Revenue code of 1986, as amended;

(b) Receipt of an unqualified opinion of a nationally recognized bond counsel or general counsel to Member to the effect that the provisions of this Agreement do not constitute a breach or impairment of, or a default under, any agreement to which it is a party, including, but not limited to, its master bond resolution, as amended, and any power sales contracts with its municipal transmission users (if any), as amended, or other agreements;

c) Receipt of a certificate of the trustee for any such outstanding bonds issued for generation, transmission and Distribution Facilities to the effect that Member's entry into this Agreement is permitted under the master bond resolution, as amended; and

(d) Receipt of an opinion of nationally recognized bond counsel or general counsel to Member that it has full constitutional and statutory authority to enter into this Agreement.

In the event that any of the foregoing conditions are not satisfied or waived by Member, then it shall promptly give notice of its objections or conditions which have not been satisfied to SPP, and SPP shall expeditiously attempt in good faith to negotiate a substitute agreement.

6.0 Removal of Members

The Board of Directors may terminate the membership of Member for cause, including but not limited to material violation of the Bylaws or nonpayment of obligations, subject to any applicable regulatory approvals. Such Board of Directors termination shall be after an affirmative vote consistent with the voting procedures in the Bylaws. Where membership is terminated by the Board, Member shall comply with the requirements of Section 4.3 of this Agreement.

7.0 Effective Date, Duration, and Transition

(a) This Agreement shall be effective on the Effective Date and shall remain in force until any Termination Date. All obligations incurred pursuant to Section 4.3 of this Agreement shall survive a termination.

(b) Where Member has, prior to the Effective Date of this Agreement, executed an agency agreement and/or a membership agreement with SPP, upon the Effective Date of this Agreement any prior agreements shall be considered terminated between Member and SPP.

8.0 Miscellaneous Provisions

8.1 Governing Law

This Agreement shall be interpreted, construed, and governed by the laws of the State of Arkansas, except to the extent preempted by the law and/or unless a court with jurisdiction rules otherwise, and in a case involving a Federal Power Marketing Agency, Federal law shall apply, provided, however, that (i) all matters relating to real property or any interest in realty shall be governed by the laws of the State wherein such real property or interest in realty is physically located, and (ii) any court or regulatory body applying Arkansas law shall give full effect to Section 3.12 of this Agreement regarding Member's obligations under state law.

8.2 Successors and Assigns

This Agreement shall inure to the benefit of, and be binding upon SPP and Member, their respective successors and assigns permitted hereunder, but shall not be assignable by SPP without prior written agreement from Member, with such written agreement not to be unreasonably withheld, or by Member, by operation of law or otherwise, without the approval of the Board of Directors which approval shall not be unreasonably withheld, except that no Board of Directors approval is required as to a successor in the operation of Transmission Owner's Tariff Facilities committed to administration by SPP by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which substantially all such transmission facilities are acquired by such successor, and such successor becomes a Transmission Owner under this Agreement.

8.3 No Implied Waivers

The failure of Member or SPP to insist upon or enforce strict performance of any of the specific provisions of this Agreement at any time shall not be construed as a waiver or relinquishment to any extent of Member's or SPP's rights to assert or rely upon any such provisions, rights, or remedies in that or any other instance, or as a waiver to any extent of any specific provision of this Agreement; rather the same shall be and remain in full force and effect.

8.4 Severability

Except as may be stated otherwise in any Amendments to this Agreement, each provision of this Agreement shall be considered severable, and if for any reason any provision of this Agreement, or the application thereof to any person, entity, or circumstance, is determined by a court or regulatory authority of competent jurisdiction to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated, and such invalid, void, or unenforceable provision shall be replaced with a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, void, or unenforceable provision. This Section 8.4 does not modify or change in any way the right of Member to withdraw as provided elsewhere in this Agreement.

8.5 Renegotiation

If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held by a court or regulatory authority of competent jurisdiction to be invalid, void, or unenforceable, or if a modification or condition to this Agreement is imposed by a regulatory authority exercising jurisdiction over this Agreement, Member and SPP shall endeavor in good faith to negotiate such amendment or amendments to this Agreement as will restore the relative benefits and obligations of the signatories under this Agreement immediately prior to such holding, modification, or condition. If after 60 days such negotiations are unsuccessful, Member or SPP may exercise any withdrawal or termination rights available under Sections 4, 5 or 6 of this Agreement.

8.6 Representations and Warranties

Member and SPP each represent and warrant to the other that as of the later of the date it executes this Agreement or the Effective Date of this Agreement:

(a) It is duly organized, validly existing, and in good standing under the laws of the jurisdiction where organized;

(b) Subject to any necessary approvals by Federal or state regulatory authorities of SPP, the execution and delivery by Member and SPP of this Agreement, and the performance of its respective obligations hereunder have been duly and validly authorized by all requisite action on the part of the signatories and does not conflict with any applicable law or with any other agreement binding upon the signatories, other than third party joint agreements covered in this Agreement. This Agreement has been duly executed and delivered by Member and SPP, and, subject to the conditions set forth in this Agreement, constitutes the legal, valid, and binding obligation on the part of Member and SPP, enforceable against it in accordance with its terms except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditor's rights generally, and by general principles of equity regardless of whether such principles are considered in a proceeding at law or in equity; and

(c) There are no actions at law, suits in equity, proceedings, or claims pending or, to the knowledge of Member or SPP, threatened against Member or SPP before or by any Federal, state, foreign or local court, tribunal, or governmental agency or authority that might materially delay, prevent, or hinder the performance by such entity of its obligations hereunder.

8.7 Further Assurances

Member and SPP agree that each shall hereafter execute and deliver such further instruments, provide all information, and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the provisions of this Agreement.

8.8 Delivery of Notices

Except as otherwise expressly provided herein, notices required under this Agreement shall be in writing and shall be sent to Member or SPP by U.S. mail, overnight courier, hand delivery, facsimile, or other reliable electronic means. Any notice required under this Agreement shall be deemed to have been given either upon delivery, if by U.S. mail, overnight courier, or hand delivery, or upon confirmation, if given by facsimile or other reliable electronic means.

8.9 Entire Agreement

This Agreement constitutes the entire agreement between Member and SPP with respect to the subject matter of this Agreement, and no previous oral or written representations, agreements, or understandings made by any officer, agent, or employee of Member or SPP shall be binding upon either party unless contained in this Agreement.

8.10 Good Faith Efforts

Member and SPP agree that each shall in good faith take all reasonable actions necessary to fulfill its respective obligations under this Agreement. Where the consent, agreement, or approval of Member or SPP must be obtained hereunder, such consent, agreement, or approval shall not be unreasonably withheld, conditioned, or delayed. Where Member or SPP is required or permitted to act, or omit to act, based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised. To the extent that the jurisdiction of any Federal or state regulatory authority applies to any part of this Agreement and/or the transactions or actions covered by this Agreement, Member and SPP secure any necessary or desirable approval or acceptance of such regulatory authorities of such part of this Agreement and/or such transactions or actions.

8.11 Third Party Joint Agreements

This Agreement shall not be construed, interpreted, or applied in such a manner as to cause Member to be in material breach, anticipatory or otherwise, of any agreement (in effect on the later of the Effective Date of this Agreement or the date that it becomes a Member under this Agreement) between Member and one or more third parties who are not signatories (regardless of the inclusion of one or more other Members as parties to such agreement) for the joint transmission, operation, or maintenance of any electrical facilities covered by this Agreement or the OATT. If such a conflict arises, Member shall advise the Board of Directors, but resolution remains within the sole discretion of Member; provided, however, that Member shall utilize all available remedies and informal and formal dispute resolution procedures to resolve such conflict, and provided, further, that in no event shall Member enter into a resolution of such conflict which would impair the reliability of the Electric Transmission System.

8.12 Amendment

This Agreement may be amended, repealed, or added to by the Board of Directors, only upon 30 days written notice to the Membership of the proposed modification(s), and subject to any necessary regulatory approvals. Approval of amendments to this Agreement by the Board of Directors must be by an affirmative vote of at least five directors. Member agrees to be bound by this Agreement as it may be amended, provided that Member possesses the right to challenge any amendments at FERC and to exercise any withdrawal rights that it possesses under this Agreement if it is dissatisfied with the amendment.

8.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, binding upon Member and SPP.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Member and SPP have caused their duly authorized representatives to execute this Agreement on their respective behalves.

MEMBER:

_____.

Name of Member

_____.

Name of Authorized Representative

_____.

Title of Authorized Representative

_____.

Signature of Authorized Representative

_____.

Date of Execution

SOUTHWEST POWER POOL, INC.:

_____.

Name of Authorized Representative

_____.

Title of Authorized Representative

_____.

Signature of Authorized Representative

_____.

Date of Execution

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

WHEREAS, the City of Grand Island Utilities Department participates in the Southwest Power Pool (SPP) Integrated Marketplace, owns transmission facilities, and utilizes the SPP transmission system; and

WHEREAS, SPP is the Regional Transmission Organization responsible for transmission reliability, wholesale electric markets, and transmission planning within its service area; and

WHEREAS, SPP decisions directly affect the City's electric utility operations, costs, reliability obligations, and long-term planning; and

WHEREAS, membership in SPP gives the City of Grand Island voting rights.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that membership in the Southwest Power Pool is approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such 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, July 14, 2026.

_____
Roger Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.n.

Subject: #2026 -186 - Approving Event Cooperation Agreement with the Municipal Energy Agency of Nebraska

Staff Contact: Ryan Schmitz

BACKGROUND:

The Grand Island Utilities Department (GIUD) has been working with the Municipal Energy Agency of Nebraska (MEAN) to establish a centralized electric utility training program in Grand Island, Nebraska. Training will be hands on and encompass a wide array of items involving line workers from across Nebraska and adjacent states.

In this inaugural year of the partnership, a Fall conference will be held September 29 th through October 1st constituting of around 100 line workers. Discussions are being held to incorporate other organizations which could increase this number significantly in the future.

The long-term goal of the program would be to provide training classes, regularly, year-round. Ideally, at some point, a permanent indoor facility would be established.

DISCUSSION:

The Agreement herein specifies the shared responsibilities between GIUD and MEAN as Grand Island establishes itself as the long-term host City of this quickly growing program.

As host, Grand Island will grant access and usage of wellfield land for the Fall conference. Hosting allows GIUD staff to network with other entities and to participate in the training locally. This event also provides an influx of out-of-town line workers to the community for a 3-day event; with numbers and dates expected to expand going forward.

FISCAL IMPACT: N/A

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends approval of the Event Cooperation Agreement with the Municipal Energy Agency of Nebraska.

SAMPLE MOTION:

Move to approve the Event Cooperation Agreement with the Municipal Energy Agency of Nebraska.

ATTACHMENTS:

1. Agreement
2. Resolution

EVENT COOPERATION AGREEMENT

This Event Cooperation Agreement (this "Agreement") is entered into as of *[EFFECTIVE DATE]* (the "Effective Date") by and between the **Municipal Energy Agency of Nebraska ("MEAN")**, a Nebraska public corporation and political subdivision, and the **City of Grand Island, Nebraska ("Grand Island")**, a Nebraska municipal corporation. MEAN and Grand Island are referred to individually as a "Party" and together as the "Parties".

1. Purpose

The Parties wish to collaborate in connection with the planning, organizing, financing, hosting, promotion, administration, and presentation of a utility training conference (the "Conference"), to be held on or about September 29, 30, and October 1, 2026. The Parties intend that the venue for the Conference will include facilities owned and/or leased by Grand Island (the "Grand Island Facilities") as well as facilities contracted by either Party (collectively with the Grand Island Facilities, the "Venue"). This Agreement sets out the Parties' respective responsibilities, financial arrangements, operational expectations, and legal rights relating to the Conference.

2. Term

This Agreement begins on the Effective Date and continues until the earlier of (a) completion of the Conference and all reasonably necessary post-Conference reconciliation, reporting, refund processing, and payment obligations, or (b) termination under this Agreement.

3. Roles and Responsibilities

3.1 Shared Responsibilities

The Parties will cooperate in good faith to organize and conduct the Conference in a professional manner consistent with applicable law, reasonable industry standards, and the Conference objectives agreed to by the Parties. The Parties will consult with each other on material matters affecting Conference scope, branding, pricing, scheduling, and attendee experience.

3.2 Grand Island Responsibilities

Grand Island will:

1. make the Grand Island Facilities, including reasonably necessary meeting rooms, common areas, and on-site facilities to be agreed upon by the Parties, available for the Conference during the agreed dates and times, subject to reasonable site rules and security requirements;

2. serve as the custodian of all donated materials received in connection with the Conference, including maintaining a written inventory of all donated materials, storage of such donated materials, and distribution of the donated materials for use during the Conference;

3. provide reasonable on-site support for the Grand Island Facilities, including access coordination, facilities contact personnel, and any services necessary for the use of the Grand Island Facilities;

4. maintain the Grand Island Facilities in a condition reasonably suitable for the Conference and compliant in all material respects with applicable health, safety, fire, and building requirements, provided, however, that the Parties acknowledge that certain portions of the Grand Island

Facilities may require Conference-specific preparation which will be coordinated via a joint effort of the Parties;

5. obtain and maintain any insurance, permits, licenses, approvals, or internal authorizations required for Grand Island to make the Grand Island Facilities available and perform its obligations under this Agreement, except to the extent expressly assigned to MEAN;

6. provide MEAN with reasonable advance notice of any site restrictions, security protocols, insurance requirements, prohibited activities, union rules, technology limitations, or other operational constraints affecting the Conference, including without limitation the site rules, safety procedures and access requirements within the timeframe described in Section 9;

7. designate a primary on-site representative to coordinate with MEAN before and during the Conference; and

8. be responsible for damage to the Grand Island Facilities or its property, and for pre-existing conditions under Grand Island's control.

3.3 MEAN Responsibilities

MEAN will:

1. lead overall planning, administration, logistics coordination, and fiscal management for the Conference;

2. establish and administer attendee registration, payment collection, refund administration, and attendee communications;

3. prepare and manage the Conference budget, including projected revenues and expenses;

4. contract for and pay approved third-party facilities, vendors, suppliers, speakers, caterers, audio-visual providers, decorators, registration platforms, and similar service providers, (individually, a “Contractor” and collectively, the “Contractors”) except to the extent a cost is expressly assigned to Grand Island in this Agreement or in an approved budget;

5. market and promote the Conference, subject to the branding, name, and approval rights set out in this Agreement;

6. provide adequate staffing for registration, attendee administration, and general event management functions, except to the extent such staffing is expressly assigned to Grand Island in this Agreement or in an approved budget; and

7. designate a primary project manager to coordinate with Grand Island.

3.4 Program Content

Each Party is responsible for the accuracy and legality of content and materials it provides.

4. Budget; Revenues; Expenses

4.1 Budget; Financial Records.

MEAN will prepare an initial Conference budget for review and approval by both Parties. MEAN shall maintain appropriate financial records, including an itemized accounting of all receipts, expenditures, and an accounting of all revenues received.

4.2 Registration Revenue

MEAN will collect all registration fees and other payments ("Revenue") related to the Conference and will hold and apply those amounts solely for Conference-related purposes. Revenue shall be used to reimburse the parties for all costs outlined in Sections 4.3.1 and 4.3.3 hereof, with any surplus to be held by MEAN as set forth in Section 4.4 hereof. Unless expressly agreed to by the Parties in writing, all costs outlined in Sections 4.3.2 and 4.3.4 shall not be subject to reimbursement from the Revenue.

4.3 Allocation of Expenses

The Parties will allocate Conference expenses as follows:

4.3.1 **MEAN reimbursable costs:** all registration administration costs, payment processing fees, Contractor fees, travel costs for staff and/or Contractors, marketing costs, any insurance obtained solely related to the Conference, budgeted equipment and supply costs, and all other budgeted or properly approved Conference operating costs;

4.3.2 **MEAN non-reimbursable costs**: internal staff labor and overhead costs, general liability insurance customarily held by MEAN, and software licensing fees unless such software is obtained expressly for the Conference.

4.3.3 **Grand Island reimbursable costs**: any insurance for the Grand Island Facilities obtained solely related to the Conference, and all other budgeted or properly approved Conference operating costs;

4.3.4 **Grand Island non-reimbursable costs:** use of the Grand Island Facilities, utilities customarily included with use of the Grand Island Facilities, Grand Island's general liability customarily held by Grand Island, property insurance for the Grand Island Facilities customarily held by Grand Island, internal staff labor and overhead costs, and sufficient on-site facility staffing reasonably necessary to support use of the Grand Island Facilities during the Conference.

4.4 Surplus or Loss

Within sixty (60) days after the Conference, MEAN will provide Grand Island with a good-faith financial statement showing Conference Revenue and expenses. Any surplus Revenue remaining after reimbursement of all applicable Conference expenses shall be maintained by MEAN for future joint activities of the Parties, including but not limited to additional trainings, conferences, or the creation of a joint interlocal agency or similar entity ("Future Activities"), subject to mutual written approval of any expenditure of such surplus funds. In the event that the Parties do not complete or contract to complete any Future Activities within twelve (12) consecutive months of the Conference, any surplus Revenue shall be distributed evenly to MEAN and Grand Island. Any net loss will be allocated to MEAN unless such loss results from Grand Island-paid costs, in which case Grand Island will be responsible for such amounts.

4.5 Taxes

Each Party is responsible for its own income, franchise, employment, and similar taxes arising from this Agreement. Sales, use, occupancy, admissions, and similar taxes relating to the Conference will be handled by the Party legally responsible for collection and remittance, with reasonable cooperation from the other Party.

5. Approvals and Decision-Making

The following matters require mutual written approval by both Parties: Conference dates, Venue use schedule, registration pricing, use of either Party's name or logo, keynote or featured speakers, sponsorship structure, material budget changes, media statements specifically naming the other Party, and cancellation or postponement of the Conference.

Each Party may make routine operational decisions within its assigned area of responsibility so long as those decisions do not materially affect the budget, reputation, legal exposure, or obligations of the other Party.

6. Sponsorships and Exhibitors

If the Conference will include sponsors or exhibitors, the Parties will mutually approve sponsorship levels, benefits, exhibitor terms, and sponsor-facing materials. MEAN will administer sponsor and exhibitor contracting and collections, and related net revenues and expenses will be treated as Conference revenues and expenses for purposes of reconciliation.

7. Intellectual Property; Names and Marks

7.1 Ownership

Except as expressly set out in this Agreement, each Party retains all right, title, and interest in and to its pre-existing trademarks, logos, trade names, service marks, copyrights, materials, presentations, systems, data, and other intellectual property.

7.2 Limited License

During the Term, each Party grants to the other a limited, non-exclusive, non-transferable, revocable license to use its name, logo, and other approved brand materials solely as reasonably necessary to market, administer, and present the Conference, subject to that Party's brand guidelines and prior approval rights. All goodwill arising from such use inures solely to the benefit of the owning Party.

7.3 Conference Materials

Ownership of new Conference materials created jointly by the Parties specifically for the Conference will be jointly owned by the Parties. Materials supplied by a Party remain that Party's property.

8. Attendees; Registration Terms.

8.1 Registration Terms

MEAN will publish registration terms and conditions which shall include reasonable liability waivers, cancellation and refund policies, and attendee code-of-conduct terms appropriate for the

Conference. Those terms must not impose obligations on Grand Island, in its role as an organizer and conductor of the Conference, beyond those expressly accepted by Grand Island in writing.

8.2 Security Incidents

Each Party will promptly notify the other of any actual or reasonably suspected unauthorized access to, disclosure of, or loss of Conference-related personal information in its possession or control that could materially affect the other Party or Conference attendees, and the Parties will reasonably cooperate regarding required notifications and mitigation.

9. Compliance; Conduct; Safety

Each Party will comply with all laws, regulations, and permits applicable to its activities under this Agreement. MEAN will ensure that Contractors with representatives attending, and registrants attending, are informed of and agree to comply with any and all of the Grand Island reasonable site rules, safety procedures, and access requirements ("Site Rules") that are provided by Grand Island to MEAN at least five (5) days before (i) registration opens for the Conference, or (ii) MEAN first engages any Contractor for the Conference, whichever occurs first. Furthermore, both parties agree that their respective staff and/or agents will be informed of and comply with the Site Rules. Grand Island may remove or require MEAN to remove any person from the Grand Island Facilities for safety, legal compliance, or material rule-violation reasons, provided Grand Island acts reasonably and, where practicable, after consultation with MEAN.

10. Insurance

During the Term and through completion of all on-site Conference activities, each Party will maintain insurance customary for its role and sufficient to support its obligations under this Agreement, including without limitation commercial general liability insurance with limits of not less than one million and no/100 dollars ($1,000,000) per occurrence and workers' compensation insurance as required by law. MEAN will require that all Conference registrants attending the Conference certify that they are covered under appropriate workers' compensation insurance.. If any Contractor or representative thereof is attending Conference activities which require workers' compensation insurance, in MEAN's sole and absolute discretion, MEAN will require that such Contractor representatives certify that they are covered under appropriate workers' compensation insurance.

Without limiting the foregoing, each Party shall cause the other Party to be named as an additional insured on such Party's commercial general liability policy, for claims arising out of or relating to such Party's performance under this Agreement. Such additional insured coverage shall be primary and noncontributory to any insurance maintained by the additional insured, and shall not be canceled or materially reduced without at least thirty (30) days' prior written notice to the other Party (ten (10) days for nonpayment of premium).

Upon request, a Party will provide certificates of insurance and copies of the relevant additional insured endorsements evidencing the required coverage. Each Party will be responsible for deductibles and self-insured retentions under its own policies.

11. Representations and Warranties

Each Party represents and warrants that:

1. it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization;

2. it has full power and authority to enter into and perform this Agreement;
3. the execution and performance of this Agreement have been duly authorized;
4. this Agreement constitutes a valid and binding obligation of that Party, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, and similar laws affecting creditors' rights generally and general principles of equity; and
5. it will perform its obligations in a professional and lawful manner.

Grand Island further represents that it has the right to permit use of the Grand Island Facilities as contemplated by this Agreement. MEAN further represents that it has the right to collect Conference fees and engage Contractors as contemplated by this Agreement.

12. Indemnification

12.1 By Grand Island

Grand Island will defend, indemnify, and hold harmless MEAN and its officers, directors, employees, agents, and representatives from and against any third-party claims, damages, losses, liabilities, judgments, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to participation in the Conference, except to the extent caused by the negligence or willful misconduct of MEAN.

12.2 By MEAN

MEAN will defend, indemnify, and hold harmless Grand Island and its officers, directors, employees, agents, and representatives from and against any third-party claims, damages, losses, liabilities, judgments, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to (a) bodily injury, death, or tangible property damage, to the extent caused by MEAN or its agents, (b) MEAN's breach of this Agreement, or (c) MEAN's violation of applicable law.

12.3 Procedure

The indemnified Party must promptly notify the indemnifying Party of any claim, except that delayed notice will not relieve the indemnifying Party except to the extent materially prejudiced. The indemnifying Party will control the defense and settlement of the claim, except that it may not settle any claim in a manner that admits fault of, imposes non-monetary obligations on, or otherwise adversely affects the indemnified Party without that Party's prior written consent, not to be unreasonably withheld. The indemnified Party may participate with counsel at its own expense.

13. Limitation of Liability

Except for liability arising from a Party's gross negligence, willful misconduct, fraud, confidentiality breach, infringement or misappropriation of the other Party's intellectual property, indemnification obligations, or payment obligations, neither Party will be liable to the other for any consequential, incidental, special, exemplary, or punitive damages, including lost profits, lost revenue, loss of goodwill, or business interruption, arising out of or relating to this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility of those damages.

14. Cancellation; Postponement; Force Majeure

14.1 Mutual Cancellation or Postponement

The Parties may cancel or postpone the Conference only by mutual written agreement, except as expressly provided in this Agreement. If the Conference is cancelled or postponed, the Parties will cooperate in good faith regarding registrant notice, Contractor communications, refunds, mitigation of losses, and reallocation of nonrecoverable costs.

14.2 Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by events beyond its reasonable control, including without limitation natural disasters, severe weather, epidemic or pandemic conditions, war, terrorism, civil unrest, labor disputes, utility failures, government orders, Venue closures not caused by the affected Party, or Contractor failure to timely perform not caused by the affected Party. The affected Party must promptly notify the other Party and use commercially reasonable efforts to mitigate the impact. If a force majeure event makes the Conference illegal, impossible, or commercially impracticable to hold as planned, the Parties will confer promptly to determine whether to postpone, modify, or cancel the Conference.

15. Termination

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail.

Termination does not affect accrued rights or obligations existing as of the termination date. The Parties will cooperate in winding down Conference activities in an orderly manner, including Contractor notices, attendee communications, final accounting, and return of property. The following provisions survive termination or expiration of this Agreement: Section 4 (Budget; Revenues; Expenses) (including final accounting, reconciliation, and any payment obligations), Section 7 (Intellectual Property; Names and Marks), Section 8 (Attendees; Registration Terms) to the extent needed to administer refunds and attendee notices, Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 17 (Notices), and Section 18 (Miscellaneous).

16. Independent Contractors; No Partnership

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, fiduciary duty, agency, employment, or franchise relationship between the Parties, except that the Parties are contractual collaborators solely for the limited purpose described in this Agreement. Neither Party may bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent.

17. Notices

Any notice under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email to the addresses below, or to any updated address designated by notice.

If to Grand Island:

City Clerk

100 E 1st Street

Grand Island, NE 68802

Courtesy Copy email to: clerk@grand-island.com & to Utilities Director

If to MEAN:

Attn: General Counsel
8377 Glynoaks Drive
Lincoln, NE 68516
Email: legal@nmppenergy.org

A notice is deemed received: (a) when delivered personally; (b) one business day after deposit with an overnight courier; (c) three business days after deposit in certified mail; or (d) on the date sent by email if sent before 5:00 p.m. recipient local time on a business day, otherwise on the next business day, provided (i) no delivery failure notice is received and (ii) the sending Party retains evidence of transmission.

18. Miscellaneous.

18.1 Governing Law

This Agreement is governed by the laws of the State of Nebraska without regard to conflicts of law rules.

18.2 Assignment

Neither Party may assign this Agreement without the other Party's prior written consent.

18.3 Public Records

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that both Parties are subject to and required to comply with the requirements of the public records laws of the State of Nebraska (Neb. Rev. Stat. §§ 84-712 et seq.) and the Open Meetings Act of the State of Nebraska (Neb. Rev. Stat. §§ 84-1407 et seq.) (collectively referred to herein as the "Act") and that neither Party shall be deemed to breach or otherwise be in violation of the terms and conditions of this Agreement as a result of actions taken or not taken in compliance with the Act.

18.4 Subcontracting

MEAN may engage subcontractors and vendors to perform portions of its obligations, but MEAN remains fully responsible for their acts and omissions. Grand Island may engage internal personnel and site service providers in the ordinary course, but Grand Island remains fully responsible for its obligations under this Agreement.

18.5 Entire Agreement; Amendments

This Agreement, including all exhibits, constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior or contemporaneous understandings, whether written or oral, regarding that subject matter. Any amendment must be in writing and signed by both Parties.

18.6 Waiver

A waiver of any breach or provision of this Agreement will not be effective unless in writing and will not operate as a waiver of any other breach or provision.

18.7 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force, and the invalid, illegal, or unenforceable provision will be enforced to the maximum extent permitted by law.

18.8 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures delivered electronically or by electronic signature service are effective as originals.

[SPACE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Event Cooperation Agreement as of the Effective Date.

MUNICIPAL ENERGY AGENCY OF NEBRASKA	CITY OF GRAND ISLAND, NEBRASKA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

R E S O L U T I O N 2026-186

WHEREAS, the City of Grand Island Utilities Department wishes to partner with the Municipal Energy Agency of Nebraska (MEAN); and

WHEREAS, the intent is to establish a long term training program for line workers from Nebraska and adjacent states; and

WHEREAS, Grand Island will host the program for the foreseeable future and MEAN will organize the program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Event Cooperation Agreement is approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such 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, July 14, 2026.

_____
Roger Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.o.

Subject: #2026-187 - Approving Bid to Replace Air Conditioning Unit at Fire Station #1

Staff Contact: Cory Schmidt, Fire Chief

BACKGROUND: The air conditioning unit at Fire Station #1 has become unreliable. Over the past two years, multiple repairs have been needed to ensure the unit remained operational. Unfortunately it is no longer economically feasible to continue repairing the nearly 20 year old air conditioning unit. Service technicians recommended replacing the unit instead of continuing to make costly repairs. In addition to the cost of repairs, parts are no longer readily available to keep the system functional. Since March, approximately $9000 in repairs have been needed to keep the system at mimimal operation. The system is currently not working correctly and replacement needs to take place as soon as possible.

DISCUSSION: The fire department conducted a request for bids (RFB) process to solicit interested vendors to replace the air conditioning unit at Fire Station #1. The RFB ended on July 2 with two (2) bids beings received. Of the two bids, Jerry's Sheet Metal Heating and Cooling was the lowest priced bid at $183,200. Jerry's will remove and replace the current unit with a Daiken model DCSA030 model. It is the recommendation of fire administration for Council to award the bid to Jerry's Sheet Metal Heating and Cooling.

FISCAL IMPACT: $183,200 from the fire department's capital budget - Org # 41022402 , Object # 85612

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

RECOMMENDATION: City Administration recommends Council approve the Jerry's Sheet Metal bid to replace the air conditioning unit at Fire Station #1 for the amount of $183,200.

SAMPLE MOTION: Move to approve the Jerry's Sheet Metal bid to replace the air conditioning unit at Fire Station #1 for the amount of $183,200.

ATTACHMENTS:

1. Jerry's Sheet Metal Bid
2. Bid summary
3. Resolution

907 W. Oklahoma • PO Box 484 • Grand Island, NE 68802 • Phone: 308-384-2881

July 1, 2026

Grand Island Fire Station #1
Attn: Cory Schmidt
409 E Stolley Park Rd
Grand Island, NE 68801

Quote for replacement of air conditioning unit at Fire Station #1

1 Daiken DCSA030 30 ton condenser with dual circuit 311,166 BTU/hr, 12.0 SEER, 17.3 IEER, R32 refrigerant with a five year compressor warranty, refrigerant monitoring sensor, GFI outlet and hail guards
New refrigeration lines (2) liquid lines 7/8" and (2) suction lines @ 1 5/8" with Armaflex on suction lines
Build 20 tray rack for new line sets and abandon below ground
Remove and reinstall ceiling grid for line set entry
Redo and add electrical connections
Remove existing DX coil
Move filter section to allow room for new coil
Condensate drain
Control work
Labor
Crane work
One year parts and labor warranty

Installed For The Sum Of: $183,200.00

Bid does NOT include: Sales tax, concrete work

_____ _____
Customer Signature Date

HEATING LENNOX COOLING

Purchasing Division
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE: **July 2, 2026 at 2:00 p.m.**

FOR: **Replacement of Air Condition Unit Fire Station No. 1**

DEPARTMENT: **Fire**

ESTIMATE: **N/A**

FUND/ACCOUNT: **41022101-85612**

PUBLICATION DATE: **,2026**

NO. POTENTIAL BIDDERS:

SUMMARY

Bidder:	**Jerry's Sheet Metal** **Grand Island, NE**	**Nebraska Heating and Air, Inc.** **Central City, NE**
Bid Price:	**$183,200.00**	**208,800.00**

cc: Director
Patrick Brown, City Administrator/CFO
Rose Rhoads, Administrative Assistant – Fire
Cory Schmidt, Fire Chief

P189

R E S O L U T I O N 2026-187

WHEREAS, The air conditioning unit at Fire Station #1 was originally installed in 2007; and

WHEREAS, The air conditioning unit has experienced multiple breakdowns over the last several years; and

WHEREAS, It is no longer financially feasible to continue repairing the 2007 model air conditioning unit; and

WHEREAS, A request for bids (RFB) process was completed with two bids received; and

WHEREAS, Jerry's Sheet Metal Heating and Cooling was the lowest qualified bidder at $183,200.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Jerry's Sheetmetal Heating and Cooling be 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, July 14, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 6.p.

Subject: #2026-188 - Approving Change Order No. 2 for Ryder Park Legion Baseball Field Improvements

Staff Contact: Todd McCoy - Parks & Recreation Director

BACKGROUND: City Council approved Resolution 2025-350 an agreement with Nemaha Sports Construction, LLC of Lincoln, Nebraska to complete the Ryder Baseball Field Renovations in amount of $3,745,600.00.
City Council previously approved Change Order No.1 by Resolution 2026-74 in the amount of $520.35 increasing the total amount of the contract to $3,746,120.35.

DISCUSSION: Change Order No. 2 includes several items which were identified as beneficial or required to complete the project.

- Rail change at ramp: Additional required railing that was added after the Building inspection - $6.700.00
- Exhaust fan removal and patch: Removal of existing exhaust structures identified as tripping hazards and patching with tied in concrete - $684.00
- Plaza tree removal: Removal of damaged tree near south entrance - $1,450.00
- Grandstand/backstop gap: Fill in gap between grandstand and backstop - $4,482.00
- Original tree removal: Remove ash tree (infected) - $1,991.00
- Drink rail: Add additional drink rail - $1,645.00
- Concrete infill at tree in plaza: Filled in landscape area with concrete where tree was removed - $570.00
- Rip Rap in drainage area: Added Rip Rap to reduce erosion of drainage flows from parking lot - $4,130.00
- Miscellaneous fence changes: 42" stadium rail behind top bleacher and by south grandstand stairs (both called out in building inspection) - $1,305.00
- Irrigation increase: Substantial improvements/repairs required to existing park irrigation system impacted by the construction - $32,658.00
- Flume within drainage area: Concrete flume to direct water and reduce ponding water in drainage area near entrance - $12,375.00
- Sod within flume/drainage area: Sod within drainage area to establish grass (seeding

would not establish) - $7,375.00
- Batting cage manhole adjustment: Manhole within batting cage was covered with turf and was called out during public works inspection. Installed removable lid - $511.00
- Added electrical requests: Re-route conduit, moved irrigation controller, added electrical receptable near entrance, removed old wiring from stadium canopy - $6,579.00

FISCAL IMPACT: The Change Order No. 2 changes result in a $82,455.00 increase. Approving the changes will increase the total contract amount to $3,828,575.35. Account #21100003-9999 Food & Beverage Funds is being utilized.

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 Change Order No. 2 for the Ryder Baseball Field Renovations to Nemaha Sports Construction, LLC of Lincoln, Nebraska, in the amount of $82,455.00 increasing the total amount of the contract to $3,828,575.35.

SAMPLE MOTION: Move to approve Change Order No. 2 for the Ryder Baseball Field Renovations Project.

ATTACHMENTS:
1. Change Order No. 2
2. Resolution

CITY OF GRAND ISLAND

Working Together for a Better Tomorrow, Today.

CHANGE ORDER #2

TO: **Nemaha Sports Construction LLC**
541 S. 1st Street
Lincoln, NE 68508

PROJECT: **Ryder Park Legion Baseball Field Improvements**

You are hereby directed to make the following change in your contract.

RAIL CHANGE AT RAMP	$6,700.00	Additional required railing that was added after building inspection
EXHAUST FAN REMOVAL AND PATCH	$684.00	Removal of existing exhaust structures identified as tripping hazards and patching with tied in concrete
PLAZA TREE REMOVAL	$1,450.00	Removal of damaged tree near south entrance
GRANDSTAND/BACKSTOP GAP	$4,482.00	Fill in gap between bandstand and backstop
ORIGINAL TREE REMOVAL	$1,991.00	Remove ash tree (infected)
DRINK RAIL	$1,645.00	Add additional drink rail
CONCRETE FILL WHERE TREE REMOVED IN PLAZA	$570.00	Filled in landscape area with concrete where tree was removed
RIP RAP IN DRAINAGE AREA	$4,130.00	Add Rip Rap to reduce erosion of drainage flows from parking lot
MISC FENCE CHANGES	$1,305.00	42" stadium rail behind top bleacher and south grandstand stairs (both called out in building inspection
IRRIGATION INCREASE	$32,658.00	Substantial improvements/repairs required to existing park irrigation systems impacted by the construction
FLUME WITHIN DRAINAGE AREA	$12,375.00	Concrete flume to direct water/reduce ponding water near entrance
SOD WITHIN FLUME/DRAINAGE AREA	$7,375.00	Sod within drainage area (seeding would not establish)
BATTING CAGE MANHOLE ADJUSTMENT	$511.00	Manhole in batting cage was covered with turf, it was called out during public works inspection. Installed removable lid
ADDED ELECTRICAL REQUESTS	$6,579.00	Re-route conduit, moved irrigation controller, added electrical receptacle near entrance, removed old wiring from stadium canopy
TOTAL CHANGE ORDER AMOUNT	**$82,455.00**	

The original Contract Sum **$ 3,745,600.00**

Previous Change Order Amount **$ 520.35**

The Contract Sum is increased by this Change Order **$ 82,455.00**

The total modified Contract Sum to date **$3,828,575.35**

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____
Mayor

Attest _____

_____
Approved as to Form, City Attorney

ACCEPTED: **Nemaha Sports Construction LLC**

By _____ Date 7/8/2026

R E S O L U T I O N 2026-188

WHEREAS, on October 14, 2025 by Resolution 2025-350, the City Council of the City of Grand Island awarded Nemaha Sports Construction, LLC from Lincoln, Nebraska, a bid in the amount of $3,745,600.00, for Ryder Park Legion Baseball Field Improvements; and

WHEREAS, as the project progressed some changes were identified in the plans to further enhance the project; and

WHEREAS, such changes have been incorporated into Change Order No. 2; and

WHEREAS, the changes will be funded through Food & Beverage Funds 21100003-9999; and

WHEREAS, the result of such changes will increase the contract amount by $82,455.00 for a revised contract amount of $3,828,575.35.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and Nemaha Sports Construction, LLC from Lincoln, Nebraska to incorporate the change order in the amount of $82,455.00 for a revised contract amount of $3,828,575.35. Changes include:

RAIL CHANGE AT RAMP	$6,700.00	Additional required railing that was added after building inspection
EXHAUST FAN REMOVAL AND PATCH	$684.00	Removal of existing exhaust structures identified as tripping hazards and patching with tied in concrete
PLAZA TREE REMOVAL	$1,450.00	Removal of damaged tree near south entrance
GRANDSTAND/BACKSTOP GAP	$4,482.00	Fill in gap between bandstand and backstop
ORIGINAL TREE REMOVAL	$1,991.00	Remove ash tree (infected)
DRINK RAIL	$1,645.00	Add additional drink rail
CONCRETE FILL WHERE TREE REMOVED IN PLAZA	$570.00	Filled in landscape area with concrete where tree was removed
RIP RAP IN DRAINAGE AREA	$4,130.00	Add Rip Rap to reduce erosion of drainage flows from parking lot
MISC FENCE CHANGES	$1,305.00	42” stadium rail behind top bleacher and south grandstand stairs (both called out in building inspection
IRRIGATION INCREASE	$32,658.00	Substantial improvements/repairs required to existing park irrigation systems impacted by the construction
FLUME WITHIN DRAINAGE AREA	$12,375.00	Concrete flume to direct water/reduce ponding water near entrance
SOD WITHIN FLUME/DRAINAGE AREA	$7,375.00	Sod within drainage area (seeding would not establish)
BATTING CAGE MANHOLE ADJUSTMENT	$511.00	Manhole in batting cage was covered with turf, it was called out during public works inspection. Installed removable lid
ADDED ELECTRICAL REQUESTS	$6,579.00	Re-route conduit, moved irrigation controller, added electrical receptacle near entrance, removed old wiring from stadium canopy
TOTAL CHANGE ORDER AMOUNT	**$82,455.00**	

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign all related documents on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 7.a.

Subject: Public Hearing on Request from Kevin & Kimberlynn Petersen for a Conditional Use Permit located at 2070 Engleman Rd S to run an educational non-profit as a private club (Private Zoo).

#2026-189 - Approving Request from Kevin & Kimberlynn Petersen for a Conditional Use Permit located at 2070 Engleman Rd S to run an educational non-profit as a private club (Private Zoo).

Staff Contact: Chad Nabity

BACKGROUND: Kevin and Kimberlynn Petersen are requesting a conditional use permit to operate a zoo as an educational non-profit private membership club. The property is zoned LLR Large Lot Residential and private clubs are allowed in the LLR zoning district with the approval and issuance of a conditional use permit.

DISCUSSION: Kevin and Kimberlynn Petersen purchased their property located at 2070 S. Engleman Road in August of 2018 according to the records of the Hall County Register of Deeds. At that time the property was located in the zoning jurisdiction of the City of Grand Island. Subdivision records from 1988 show that the southern portion of the is property formerly lot 2 of Fawn Acres Sixth Subdivision was in the jurisdiction of the city in 1988. The property has been zoned LLR since the City created that zoning district and adopted it in 2004.

Private clubs are allowed in the LLR zoning district with the issuance and approval of a conditional use permit.

In May of 2026, a licensed electrician hired by the Petersens inquired about increasing the size of the service serving the property at 2070 S. Engleman. During the review inspectors noted that 37 structures, 15 of which are large enough to require building permits (more than 120 s.f. in size) had been constructed on the property without applying for any building permits. In addition to the building permit issues the use of the property as a private zoo open to the public is not allowed in the Large Lot Residential zone. The request was denied and a

letter was sent informing the Petersens that a permit for an upgraded electrical service could not be issued until such time as the issues with unpermitted structures and zoning were resolved.

Upon receiving the letter the Petersens contacted their attorney Galen Stehlik. Mr. Stehlik began contacted the city official including Chad Nabity, Community Development Director and Kari Fisk, City Attorney about how to proceed with bringing his clients property into compliance. During the initial discussions, staff suggested the possibility of rezoning the property to a B2 General Business Zone and amending the B2 zoning district to allow private zoos by conditional use permit. During this time Mr. Stehlik on behalf of his clients arranged for the inspectors from the Grand Island Building Services Division to tour the property and identify issues that would need to be corrected.

Additional research and discussions with Mr. Stehlik led to the conclusion that with a conditional use permit for a private club the Petersens could continue to operate the zoo without rezoning the property. Mr. Stehlik applied for the conditional use permit on their behalf and staff scheduled it at the first available meeting for July 14, 2026.

The inspection report from the site visit has been completed and determined that there are number of issues on the property. These are divided into multiple categories including: Permits, Bathrooms and Plumbing, Parking, Setbacks and Easements. The attached resolution proposes timelines and solutions for those issues.

Of greatest concern is the electrical connections provided by buried yellow extension cords to the entrance building and picnic shelter. The City cannot allow those buildings to be occupied until they are permitted, improved with electrical wiring and connections that meet code and are issued occupancy certificates. The zoo may continue to operate without using those structure if this conditional use permit is approved and the conditions include timelines for permitting and improving these structures along with all of the others. All uses like this are required to provide bathrooms with fixture counts set by the estimated occupancy and expansion of this use would likely require additional facilities actual fixture counts will be determined based on the code in place at the time of the permit application. On a temporary basis the conditional use permits allows for portable facilities with a timeline for full build out. A private club is required to have 1 parking space per 1000 s.f. of area. Based on the path of travel and publicly accessible areas (excluding pens and enclosures the building serviced division has determine a need for a minimum of 15 improved parking spaces including one van accessible space. A number of structures are located in the front or street side yard setbacks. If permits had been applied for these issues would have been identified before construction. A change of zoning to the B2 General Business zoned would alter the setback requirements and bring these structures into compliance without moving them. Two of the buildings in the southwest corner are located in a utility easement that was dedicated to the City with Fawn Acres Sixth Subdivision in 1988. This also could have been avoided if permits had been applied for. The easiest solution for this is to request that the City vacate the easement if there are in fact no utilities located within the easement.

The resolution for approval includes several other categories of conditions: Non-profit corporation status, Animals, Hours of Operation and General Property Maintenance, Rezoning, Zoning Text Amendment and Expiration.

Mr. Stehlik has indicated that the Petersens have already applied for their non-profit status.

The animals section requires reporting the number and type of animal on the property to animal control and that all animals are chipped if possible to aid in identification if animals get loose from the property. Hours of operation are limited to 8 to 8 daily. General property maintenance is the standard language applied to all conditional use permits. An application to rezone the property would be supported by the location at the intersection of Engleman and Stolley. The B2 zoning also solves a number of issues with the location of the existing buildings. Amending the text of the B2 zoning district to allow zoos would give assurance that this use could continue at this location. The expiration date is set for December 31, 2026. If all of the conditions are met within that time frame this conditional use permit will not longer be needed.

On Thursday July 9 city staff were notified that Galen Stehlik would not be available to represent his clients at the meeting on the 14th. As a result we anticipate that the Petersens or another attorney from Mr. Stehlik's firm will be at the meeting to request that the hearing be continued to the meeting on July 28, 2026. If the hearing is continued there is no need for testimony or action unit the meeting on July 28.

FISCAL IMPACT: No direct impact, though this use does appear to bring tourists into the area and may keep some people in the area longer than they would otherwise stay. As it is not in the city limits it does not generate property or sales tax for the City.

ALTERNATIVES: Approve the conditional use permit and the zoo will be allowed to continue to operate with a timeline for necessary improvements beginning with those with the greatest impact to life and safety.
Deny the conditional use permit and the zoo will be forced to close.
Refer the matter to a committee to modify the conditions and bring the resolution back at a date certain for consideration.
Continue the public hearing to the meeting on July 28, 2026.

RECOMMENDATION: Continue the public hearing to the meeting on July 28, 2026 at the request of applicants.

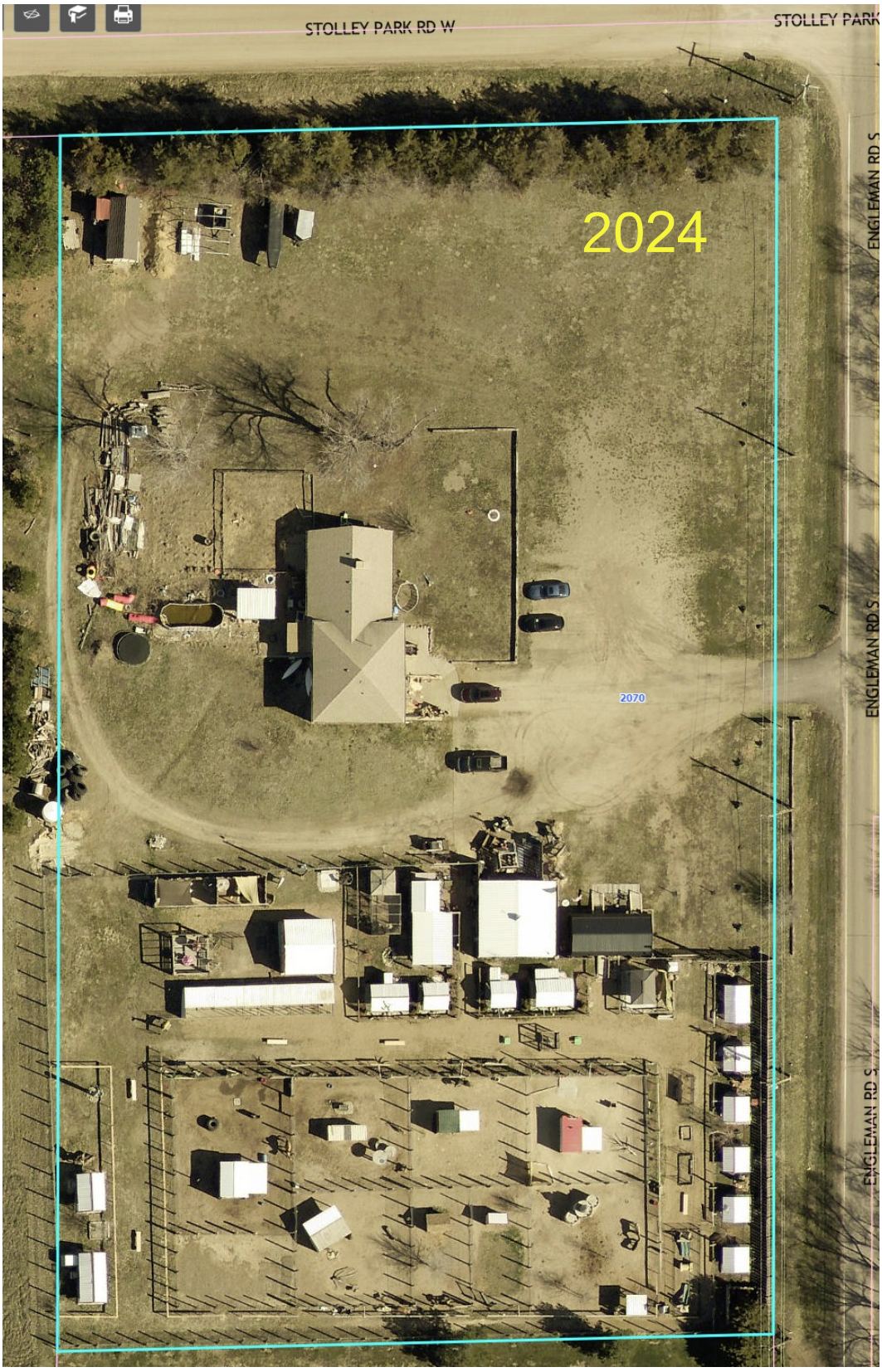
SAMPLE MOTION: Move to continue the public hearing to the meeting on July 28, 2026.

ATTACHMENTS:
1. Timeline for Buildings
2. Resolution


STOLLEY PARK RD W
STOLLEY PARK
2016
ENGLEMAN RD S
ENGLEMAN RD S
2070
ENGLEMAN RD S


STOLLEY PARK RD W
STOLLEY PARK R
2019
ENGLEMAN RD S
2070


STOLLEY PARK RD W
STOLLEY PARK
2022
ENGLEMAN RD S
ENGLEMAN RD S
2070


STOLLEY PARK RD W
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2070
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ENGLEMAN RD S


STOLLEY PARK RD W
2025
2070

R E S O L U T I O N 2026-189

RESOLUTION REGARDING APPROVAL OF A CONDITIONAL USE PERMIT LOCATED ON LOT 2 OF FAWN ACRES EIGHTH SUBDIVISION.

WHEREAS know all men by these presents, that Kevin and Kimberlynn Petersen, the owners of the Lot 2 of Fawn Acres Eighth Subdivision (2070 S Engleman Road) are requesting a conditional use permit to operate a zoo on their property as a private membership club in the City of Grand Island Zoning Jurisdiction.

WHEREAS, Private Clubs are allowed by Conditional Use Permit in the LLR: Large Lot Residential Zone; and

WHEREAS, the property is located at 2070 South Engelman Road on Lot 2 of Fawn Acres Eighth Subdivision, at the intersection of Engleman Road and Stolley Park Road; and

WHEREAS, the requested use is allowed in the Large Lot Residential Zone as set forth in City Code Chapter 36 Zoning Matrix; and,

WHEREAS, the conditional use is in the City's Extraterritorial Zoning Jurisdiction; and,

WHEREAS, the conditional use enhances the quality of life for residents and attracts tourists to the area; and

WHEREAS, the owners agree to make improvements detailed below in the conditions; and

WHEREAS, the owners agree to follow all of the conditions outlined below; and

WHEREAS, the property is located at the intersection of Engleman Road and Stolley Park Road both of which section line roads; and

WHEREAS, the City's Comprehensive Plan identifies the properties at the intersection of section line roads as possible sites for future commercial development; and

WHEREAS, the conditional use is consistent with the City's Comprehensive Plan and Zoning Regulations, and is in an area which minimizes disruption to the health, welfare, and safety of the citizens of Grand Island; and,

WHEREAS, all notice requirements of Grand Island City Code Chapter 36 have been complied with; and,

WHEREAS, the following terms and conditions have been proposed by the City:

1. **USE**: to operate a zoo as a private membership club on at 2070 S. Engleman Road with the conditions outlined below:

2. **PRIMARY CONDITIONS**: The permit may continue as long as the following conditions are met: (Building numbers are detailed on Attachment A)

   a) Permits

   Apply for and receive building permits for all buildings requiring permits Detached accessory structures 2, 3 and 4 by January 1, 2027 with occupancy by May 31, 2027

Animal Enclosures Buildings 6, 8, 11, 12, 16, 19, 32, 35, 38 and 39 July 1, 2027 with occupancy by June 30, 2028

Entrance Building 17 August 15, 2026 with occupancy by October 15, 2026 and the building will not be used to support the use with members until occupancy has been granted.

Accessory structure in zoo grounds building 7 by September 15, 2026 with occupancy granted by December 31, 2026 and the building will not be used to support the use with members until occupancy has been granted.

b) Bathrooms and Plumbing

Provide at least 3 porta-potties (1 must be handicap accessible) and a portable handwash station by August 1, 2026. Maintain access to these while the zoo is open.

Provide the required plumbing fixtures in a permitted structure by July 31, 2028 based on the current 2021 International building code this would include:

Women's 4 toilets and 2 sinks
Men's 2 toilets (one may be a urinal) and 2 sinks
Accessible drinking fountains with one high fixture (spout height between 38" and 43") one low fixture (spout height maximum of 36")
One service sink

The requirements above are based on the 2021 International Building Code. Requirements may change based on the code in force at the time of application for a permit.

c) Parking

Improved parking surfaced with a dust free surface such as asphalt, concrete or paving bricks is required. Based on the current size of the facility a total of 15 spots are required including one handicap van accessible stall.
The handicap accessible stall and four additional stalls shall be installed by April 1, 2027 with five additional stalls in place by April 1, 2028 and the last five by April 1, 2029.

d) Setbacks for existing structures

Buildings 2, 3, 19, 20, 21, 22, 23, and 24 are all located in the front or street side yard set back for the LLR Large Lot Residential Zoning District. This can be resolved by successfully rezoning the property to B2 General Business Zone or moving the buildings to meet the required setbacks. The deadline for completing this is January 1, 2027 for buildings 2 and 3 and July 1, 2027 for building 19, 20, 21, 22, 23 and 24.

e) Easements

Buildings 38 and 39 are built in an existing utility easement. The easement was granted to the City for utility purposes with Fawnacres Sixth Subdivision in 1988 when the City and County approved the plat. The applicant shall either relocate these building with the building permit or cause the easement to be vacated.

f) Non-profit corporation status

Applicant shall apply for status as a 501-C3 nonprofit private membership club by September 1, 2026 and finalize nonprofit status by December 31, 2026.

g) Animals

Applicant shall provide the City with a complete list of all animals permitted by the United States Department of Agriculture (USDA) housed at this location no later than August 1, 2026. To be maintained in the property file with the City of Grand Island Building Services Division and animal control

Applicant shall notify the City of any changes to the number or type of animals as permitted by the United States Department of Agriculture (USDA) within 2 weeks of such changes and notify the City of Grand Island Building Services Division and animal Control.

Applicant shall notify the City of the type and species of any other animals kept on the property that do not require permits from the United States Department of Agriculture (USDA). Notification shall be provided to animal control.

All animals on the property shall be chipped to provide an electronic identification unless not permitted by the United States Department of Agriculture (USDA) or contraindicated by a licensed veterinarian.

Property shall be subject to inspection by animal control at anytime during regular business hours and when the zoo is open to members.

h) Hours of Operation

Hours of operation shall be limited to 8:00 AM to 8:00 PM Monday through Sunday

i) General Property Maintenance

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 and must at all times be kept in a clean and neat condition.

Applicant shall not use this real estate in any way to create or result in an

unreasonable hazard or nuisance to adjacent landowners or to the general public.

j) Application to Rezone

Applicant shall apply to rezone the property no later than December 2, 2026 to a B2 General Business District

k) Application to Add Zoo as an allowed use in the B2 General Business District

Applicant shall apply for a text amendment Chapter 36-68 and/or the Zoning Matrix of Chapter 36 to allow Zoos in the B2 General Business District.

l) Expiration

This permit for a private club shall expire on December 31, 2031.

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 Kevin and Kimberlynn Petersen to operate a zoo as a private club Lot 2 of Fawn Acres Eighth Subdivision (2070 S. Engleman Road), west of Engleman Road and south of Stolley Park Road, that this use is granted upon passage of this resolution subject to subject to the terms and conditions set forth above.

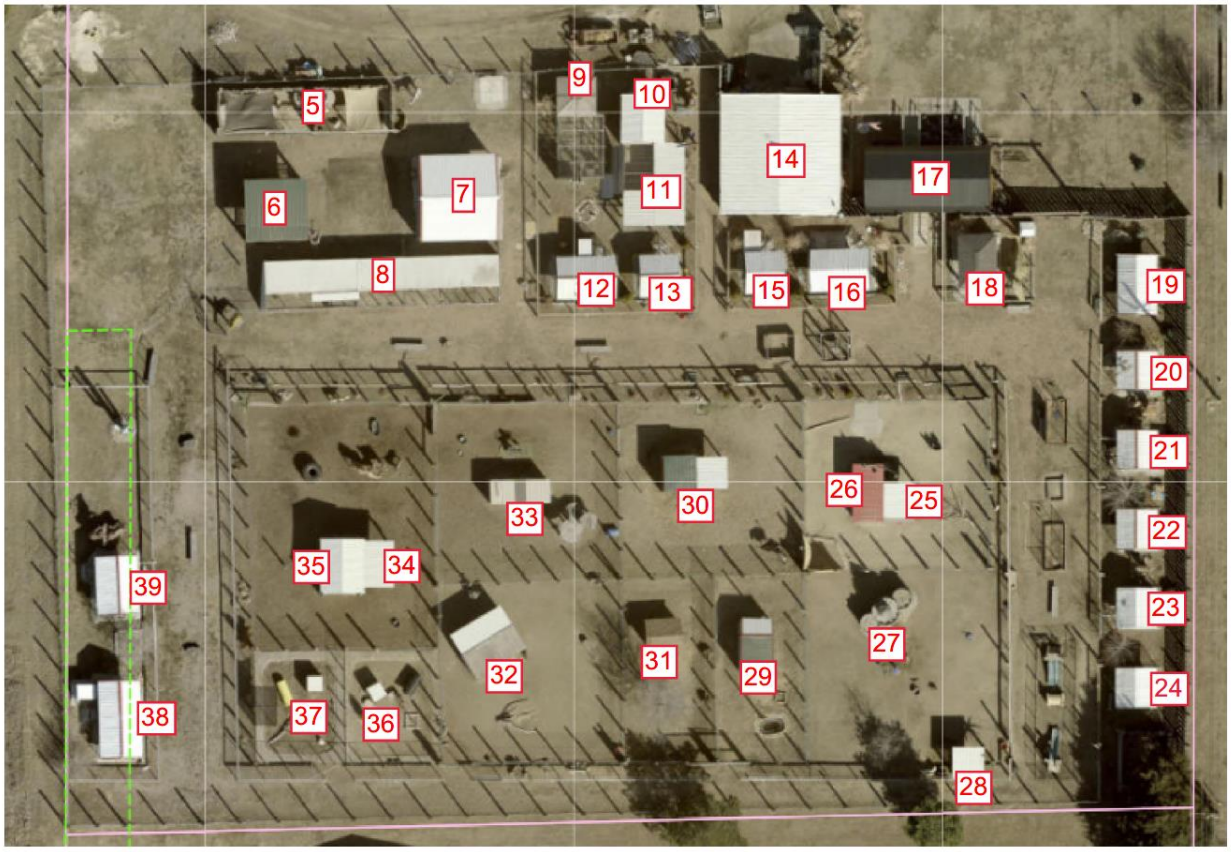
Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk


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AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 7.b.

Subject: Public Hearing on the One & Six Year Street Improvement Plan

#2026-190 - Approving One & Six Year Street Improvement Plan

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

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BACKGROUND: The One & Six Year Street Improvement Plan consists of the transportation projects in the Capital Improvement Program and is mandatory by State Law as part of the requirements to receive approximately six million dollars of state gas tax funds each year. The Public Works Department develops this program through a process to prioritize street projects taking into consideration many factors such as:

- Availability of funds
- Condition of the street
- Traffic counts
- Eligibility for State/Federal funds
- Redevelopment patterns
- Public/Council input

The City engages in a public process to ensure public input into the policy making activity. The proposed One & Six Year Street Improvement Plan is a result of the following steps:

- Tuesday, June 30, 2026- Legal Notice published in The Grand Island Independent
- Tuesday, July 7, 2026- Legal Notice published in The Grand Island Independent
- Tuesday, July 14, 2026- Legal Notice published in The Grand Island Independent
- Tuesday, September 8, 2026- City Council approves One & Six Year Street Improvement Plan as part of the FY 2027 budget

In March of 2019, LB82 became law and reformed the reporting requirements of the 1&6 Street Improvement Plan. This change allowed the City to hold the public hearing on the 1&6 Street Improvement Plan in conjunction with the City's Annual Budget hearings.

DISCUSSION: The projects listed in the One & Six Year Plan for fiscal year 2027 are

considered definite projects, and are in the proposed fiscal year 2027 budget. Many of the projects listed in the One & Six Year Plan for 2028 through 2032 are included in the City's budget, but are subject to schedule changes depending upon coordination and approval of State and Federal funding.

FISCAL IMPACT: Pending FY27 budget approval.

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 One & Six Year Street Improvement Plan as presented, pending FY27 budget approval.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. FY27 Capital Projects PowerPoint
2. Resolution
3. Exhibit A

Capital Projects 2026/2027

Keith Kurz, PE
City Engineer/Public Works Director



2026 Projects

- Annual Curb Ramp Project No. 2026-CR-1
- Pavement Condition Assessment
- Highway 30 Realignment
- Broadwell/UPRR Grade Separation
- Locust St; 2nd St to Fonner Park Rd
- Claude Rd; State St to 13th St
- State St Median Improvements
- Stuhr Rd- Dual NB Lefts @ US Hwy 30
- Locust St; Hwy 34 to Wood River Diversion
- Stolley Park Rd; Locust St to Stuhr Rd
- Independence Ave; Capital to Manchester/Macron
- Wood River Diversion Bridge
- BNSF Crossing Rail Study
- 13th St Median Improvements
- US 281 Intersection Improvements
- Webb Rd/13th St Traffic Signal
- Sycamore St; 10th St to Capital Ave
- Bond Payment
- N 80 Wetland Delineation
- Sidewalk Cost Share Program
- PVIP Drainage Dist No. 2020-1
- Street/Fleet Facility
- Stormwater Modeling
- Tri St Drainage Improvements
- 3rd St Drainage Improvements
- Capital Outfall Large Culvert Replacement

2026 Capital Improvement Projects Funded by Gas Tax & Sales Tax

Project	*2026 Budget*	*2026 Forecast*
Annual Curb Ramp Project	$ 180,000	$ 180,000
Pavement Condition	$ -	$ 7,450
Highway 30 Realignment	$ -	$ 7,100
Broadwell/UPRR Grade Separation	$ 218,000	$ 217,800
Locust St; 2nd St to Fonner Park Rd	$ 7,300,000	$ 5,735,000
Claude Rd; State St to 13th St	$ -	$ 11,015
State St Median Improvements	$ 1,836,000	$ 2,549,000
Stuhr Rd- Dual NB Lefts @ Hwy 30	$ 50,000	$ 98,800
Locust St; Hwy 34 to Wood River Diversion	$ 35,000	$ 5,444
Stolley Park Rd; Locust St to Stuhr Rd	$ 2,969,000	$ 2,483,000
Independence Ave; Capital Ave to Manchester Rd	$ 800,000	$ 800,000
Wood River Diversion Bridge	$ -	$ 22,174
BNSF Crossing Rail Study	$ 75,000	$ -
13th St Median Improvements	$ 425,000	$ 160,500
US 281 Intersection Improvements	$ 60,000	$ 60,000
Webb Rd/13th St Traffic Signal	$ 350,000	$ 67,000
Sycamore St; 10th St to Capital Ave	$ 250,000	$ 250,000
Bond Payment	$ 1,758,650	$ 1,760,850
	$ 16,306,650	$ 14,415,132

2026 Capital Improvement Projects Funded by General Fund

Project	*2026 Budget*	*2026 Forecast*
N 80 Wetland Delineation	$ 2,300,000	$ 200,000
Sidewalk Cost Share Program	$ 25,000	$ 25,000
PVIP Drainage District; 2020-D-1	$ 450,000	$ -
Street/Fleet Facility	$ 1,500,000	$ -
Storm Water Modeling	$ 75,000	$ 75,000
Tri St Drainage	$ -	$ 12,320
3rd St Drainage Improvements	$ 400,000	
Capital Outfall Large Culvert Replacement	$ 200,000	$ 50,658
	$ 4,950,000	**$ 362,978**

Summary of Capital Improvement Projects

	2026 Budget	*2026 Forecast*
Funded by Gas Tax & Sales Tax	$ 16,306,650	$ 14,415,132
Funded by General Fund	$ 4,950,000	$ 362,978
	$ 21,256,650	**$ 14,778,110**

Proposed Capital Projects for 2026/2027

- Annual Curb Ramp Project
- Broadwell/ UPRR Grade Separation
- Locust St; 2nd St to Fonner Park Rd
- State Street Median Improvements
- Stolley Park Rd; Locust St to Stuhr Rd
- 13th St Median Improvements
- BNSF Crossing Rail Study
- US Hwy 281 Int Imprv- State, 13th, Faidley, OPH, 30 WB Ramp, Stolley Park Rd
- Webb Rd/13th St Traffic Signal
- Sycamore St; 10th St to Capital Ave
- Faidley Median Improvements
- State St; Custer Ave to Broadwell Ave
- Highway 281 Resurfacing
- East Bypass Engineering Study (NDOT)
- Bond Payment
- N 80 Wetland Delineation
- Sidewalk Cost Share Program
- Stormwater Modeling
- PVIP Drainage District No. 2020-1
- Street/Fleet Facility
- Capital Outfall Large Culvert Replacements
- W Connector to Legacy 34 Trail Corridor Study
- Moores Creek Drain Extension
- S Locust Trail

Annual Curb Ramp Project
$185,700

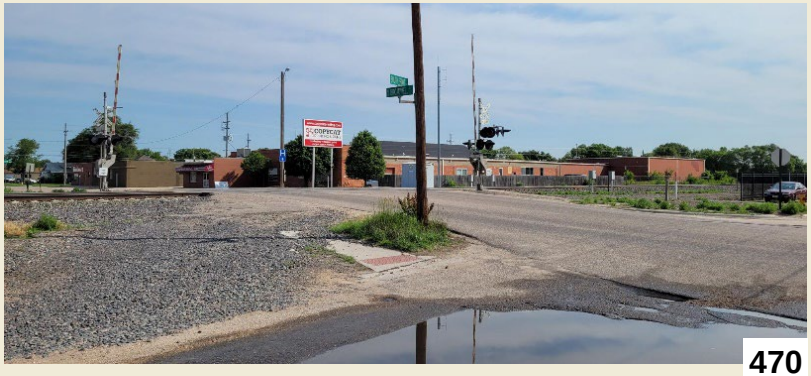
Required by the Federal American Disabilities Act (ADA) Regulations –installation program follows the previous year's asphalt program and other priority corridors. Additional locations are added as funds allow.





Broadwell/UPRR Grade Separation
$344,000/ $34,210,000

- Address solutions to vehicle traffic conflicts with railroad crossing
- Planning and Environmental Linkages (PEL) Study finished
- City entered into program agreement with NDOT October 2022 (80/20 match)
- Environmental/preliminary engineering began FY24
- Survey & design began FY25
- Construction is estimated to begin FY28



Locust Street; 2nd Street to Fonner Park Road
$2,535,000 / $12,611,750

- Full depth replacement of roadway with concrete curb and gutter
- Remedy alignment issues at intersections along corridor
- Drainage improvements
- Construction FY 2025/2026/2027
- $1.4M of overall project cost is for water and sanitary sewer improvements, which will be paid for by the respective funds

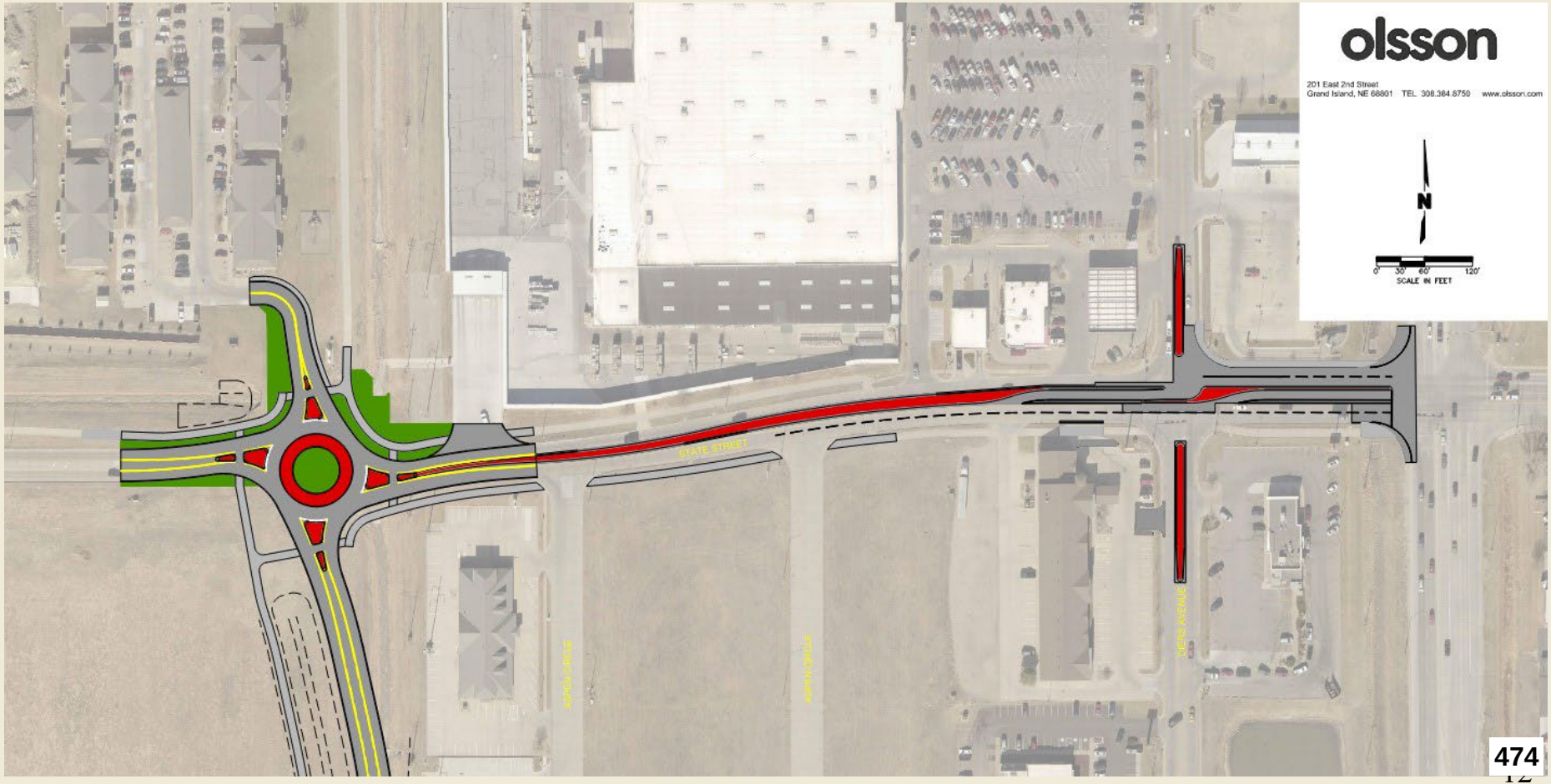



2ND STREET
1ST STREET
WALNUT STREET
SOUTH LOCUST + CHARLES STREET
BISMARK ROAD
ANNA STREET
SOUTH LOCUST + FONNER PARK ROAD
FONNER PARK ROAD
N

State Street Median Improvements
$1,250,000 / $4,700,000

- Improvements to aid in traffic flow
- Access restrictions
- Construction FY26/FY27




olsson
201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com
N
0 30 60 120
SCALE IN FEET
STATE STREET
APOLLO ROAD
ANTELOPE
DIERS AVENUE

Stolley Park Road; State Fair Entrance to Stuhr Road
$1,925,000 / $4,301,850

- Widen roadway to allow for a common turn lane
- Engineering FY25; Construction FY26/FY27





BNSFRR Crossing Rail Study
$75,000

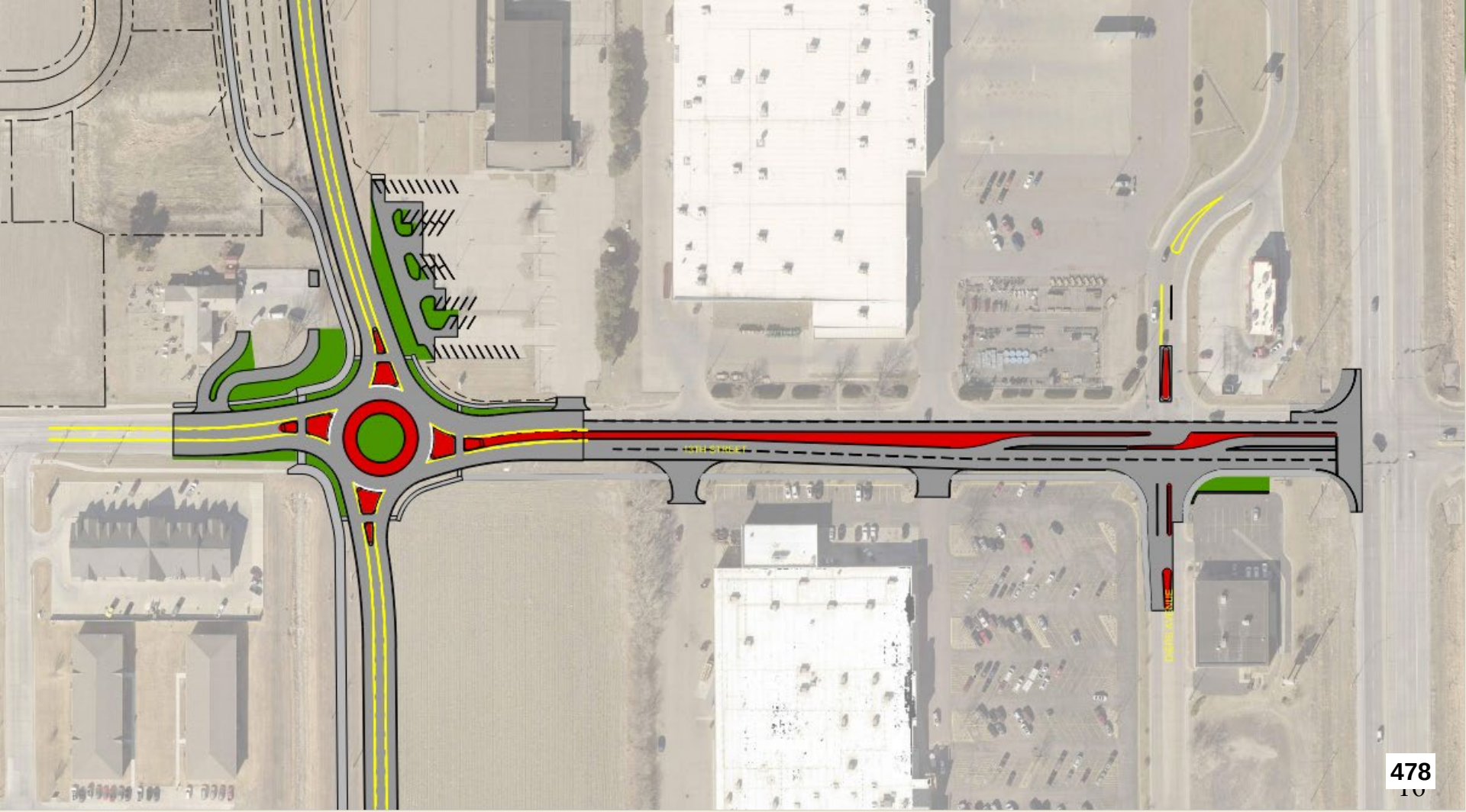
- Safety study 17 BSNFRR crossings from 70th Rd to Gunbarrel Rd
- Alternate analysis for N Broadwell Ave
  - Documentation to apply for future funding for grade separation
- 80% federal funds / 10% City funds / 10% BNSFRR funds



13th Street Median Improvements
$2,400,000 / $3,600,000

- Improvements to aid in traffic flow
- Access restrictions
- Engineering FY26, Construction FY27
- Combining signal project at Webb Rd/13th St into this bid for economy of scale and construction phasing





US Highway 281 Intersection Improvements
$50,000 / $5,600,000

- State, 13th, Faidley, Old Potash Highway, US Hwy 30 WB Ramps
- Left turn offsets and right turn lanes
- Safety funds approved from State- $4,478,080
  - Local match of $1,119,520
- Construction potentially FY29



US Hwy 281/Faidley Ave



US Hwy 281/State St

Webb Road/ 13th Street Traffic Signal
$750,000 / $780,000

- Full replacement of signal including controller
- Due to phasing and economy of scale this project will be bid with the 13th Street Median project



Sycamore Street; 10th Street to Capital Avenue
$3,500,000 / $3,750,000

- Replacement of driving lanes
- Design FY26 / Construction FY27



Faidley Avenue Median Improvements
$685,000 / $5,525,000

- Improvements to aid in traffic flow
- Access restrictions
- Roadway from Webb Rd to Hwy 281 will also be included
- Engineering FY27,
  Construction FY28



State Street; Custer Avenue to Broadwell Avenue
$370,000 / $2,870,000

- Full depth replacement of roadway with concrete curb and gutter
- Improve drainage
- Add center turn lane for better performance and safety



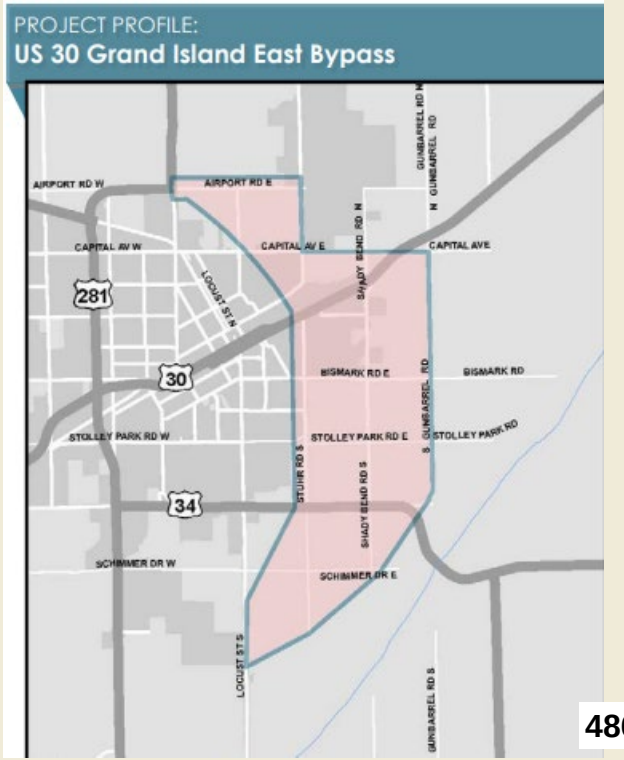
US Highway 281 Resurfacing
$125,000 / $6,791,000

- NDOT project – designed, bid, managed by NDOT
- City share of the work
- Add right turn lanes at Stolley Park Road



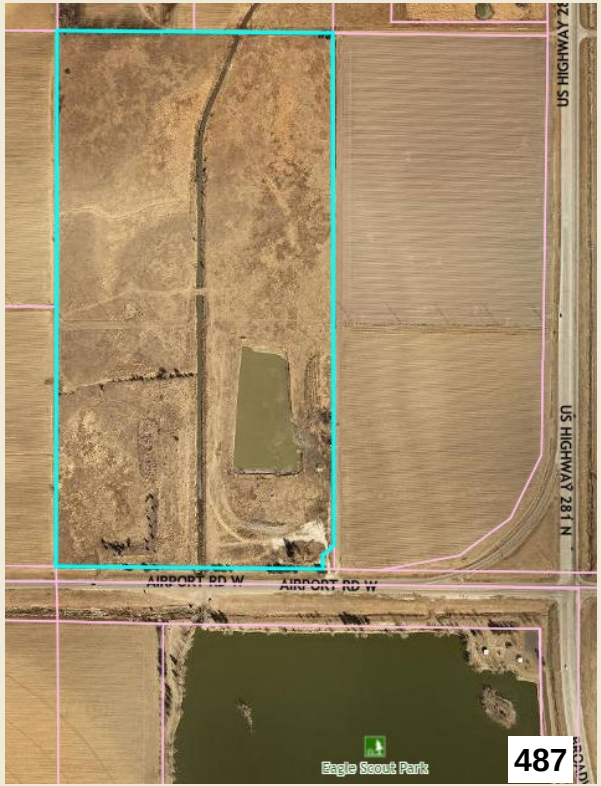
East Bypass Engineering Study (NDOT)
$300,000 / $600,000

- NDOT project – Part of Build Nebraska Act
- Ranked in top 25% for both engineering and economic performance in NDOTs prioritization process
- This is for design of route
- City share of the work
- This project also ranks high in priority and is in the GIAMPO LRTP



N 80 Wetland Delineation
$2,400,000/ $2,650,000

- City owned wetland bank
- Anticipated this will double as a detention cell to allow additional water storage on the north end of town
- Improve drainage depths in Moores Creek within the City
- Wetland areas can be sold or kept for City use



Sidewalk Cost Share Program

$25,000

- Per Ordinance No. 9764
- Repair displaced, broken, and/or ADA deficient sidewalks in the public ROW
- Construct segments of sidewalk to fill in the network along streets within City limits
- 7 applications received in FY2026, with $13,154.86 paid out (including engineering services) to date





Stormwater Modeling
$75,000

- Annual evaluation, as situations arise, which will use data collected over past years to improve drainage in various areas of the City
- Develop hydraulic computer models to analyze performance of storm sewers
- Identify weaknesses or improvements that will increase storm sewer capacity and plan future work
- Completed examples include:
  - Locust St model
  - 7th St & Eddy St area model
  - Stolley Park Rd & Blaine St detention model
  - 3rd Street model



PVIP Drainage District No. 2020-1
$450,000

- Design and construction of drainage outlet in the Platte Valley Industrial Park area
- City portion of a partnership with Hall County, CPNRD & GIAEDC
- City cost will be partially recouped by assessment district created in 2019, with remaining to be funded by City (approx. $190k)



Street/Fleet Facility Land
$1,500,000

- Land acquisition for relocation of Street/Fleet facility
- Current location is leased from UPRR

Capital Outfall Large Culvert Replacements

$150,000 / $200,650

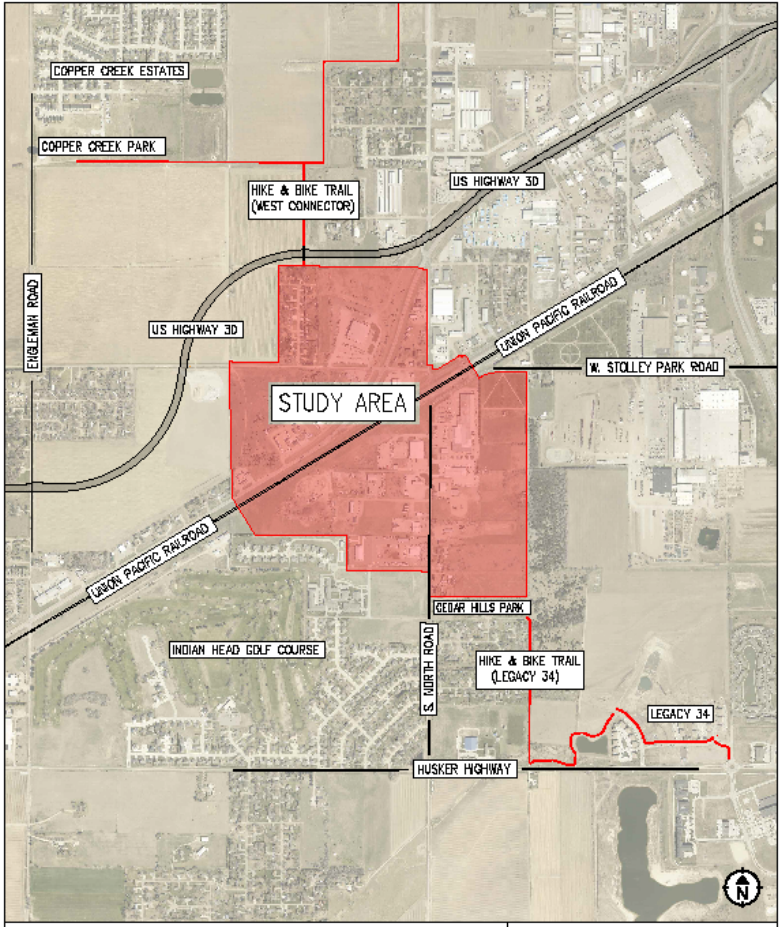
- Begin replacement of large corrugated metal pipes thru drainway
  - Rusted Out
- Evaluating priority based on traffic and criticality
- Likely to become an on going project similar to WW pipe and MH Rehab projects



Ruptured pipe bottom from 15' to 68'

West Connector to Legacy 34 Trail Corridor Study
$100,000

- Select route for future trail connection
- Develop cost estimates for use in grant application
- Explore phasing options so project could be split into smaller, more manageable projects
- Planning like this allows for ROW purchase along preferred corridor before development happens



WEST CONNECTOR TO LEGACY 34 TRAIL CORRIDOR STUDY

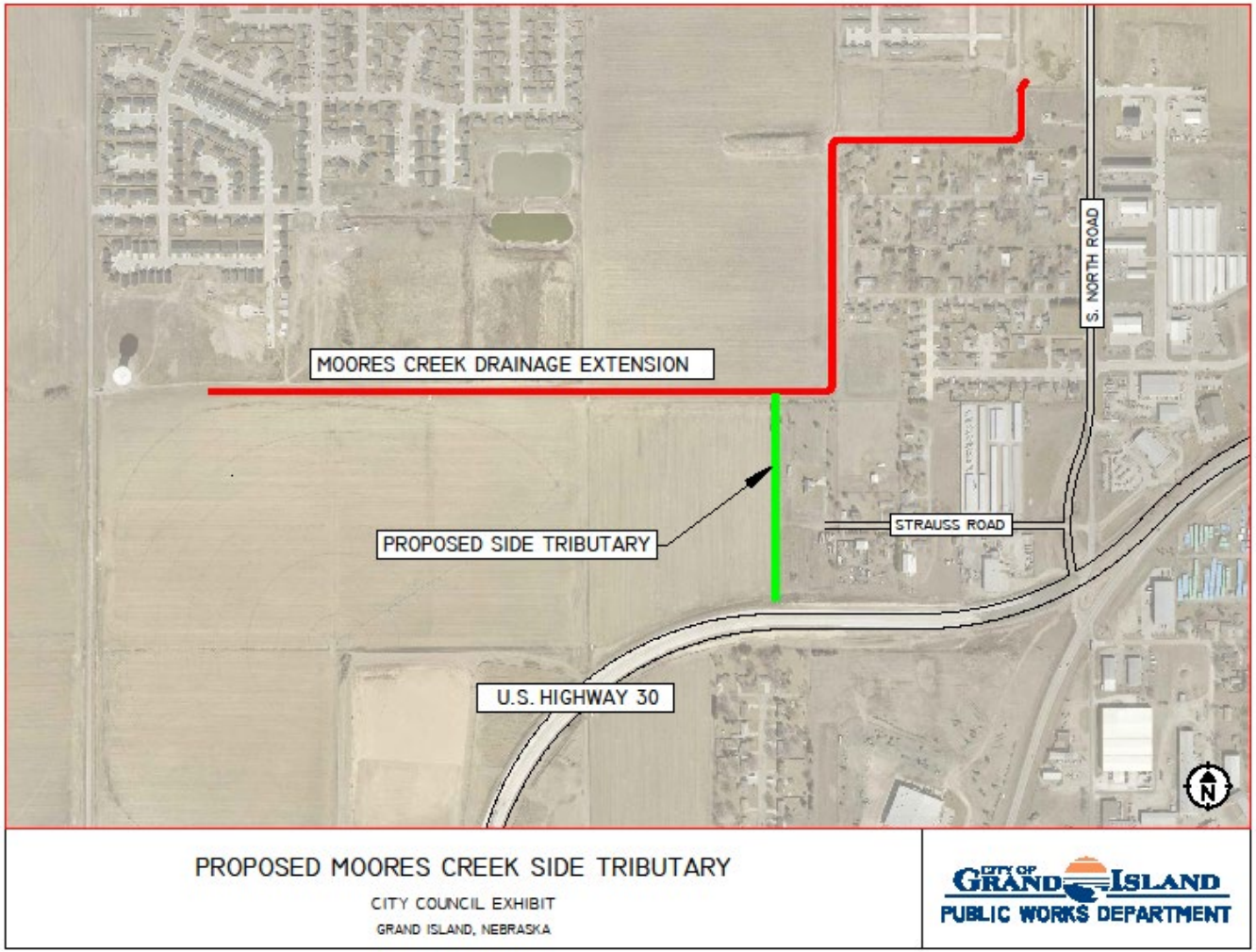
CITY COUNCIL EXHIBIT

GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

Moores Creek Drain Extension
$100,000

- Money allocated will be used for ROW acquisition and construction for the portion south of the existing Moores Creek channel to the new Highway 30 roadway
- Future projects will extend the main channel south and west of the existing end of the channel near the water tower
- Extension will serve areas to the southwest following the Moores Creek Drainage Masterplan



PROPOSED MOORES CREEK SIDE TRIBUTARY

CITY COUNCIL EXHIBIT

GRAND ISLAND, NEBRASKA

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

S Locust Trail
$4,750,000

- Trail improvement from the existing Wood River Diversion Trail on the south side of the Wood River Diversion along South Locust Street to a proposed trail head just south of Cap Augustine entrance.
- A 10’ concrete trail section with associated crossings, lighting, drainage and all other improvements needed to complete the project. This project will also include an addition to one of the existing Platte River Bridges to allow for the trail to cross over the river.
- Pending land sale & City Council approval

2027 Capital Improvement Projects Funded with Gas Tax & Sales Tax

Annual Curb Ramp Project	$	185,700
Broadwell /UPRR Grade Separation	$	344,000
Locust St; 2nd St to Fonner Park Rd	$	2,535,000
State St Median Improvements	$	1,250,000
Stolley Park Rd; Locust St to Stuhr Rd	$	1,925,000
BNSF Crossing Rail Study	$	75,000
13th St Median Improvements	$	2,400,000
Faidley, OPH, 30 WB Ramp	$	50,000
Webb Rd/13th St Traffic Signal	$	750,000
Sycamore St; 10th St to Capital Ave	$	3,500,000
Faidley Median Improvements	$	685,000
State St; Custer Ave to Broadwell Ave	$	370,000
Highway 281 Resurfacing	$	125,000
East Bypass Engineering Study (NDOT)	$	300,000
Bond Payment	$	1,760,250
	$	16,254,950

2027 Capital Improvement Projects Funded by General Fund

N 80 Wetland Delineation	$	2,400,000
Sidewalk Cost Share Program	$	25,000
Stormwater Modeling	$	75,000
PVIP Drainage District; 2020-D-1	$	450,000
Street/Fleet Facility Land	$	1,500,000
Capital Outfall Large Culvert Replacements	$	150,000
W Connector to Legacy 34 Trail Corridor Study	$	100,000
Moores Creek Drain Extension	$	100,000
S Locust Trail	$	4,750,000
	$	9,550,000

2027 Capital Improvement Budget Summary

	2027 Budget
Funded by Gas Tax & Sales Tax	$ 16,254,950
Funded by General Fund	$ 9,550,000
	$ 25,804,950

- *$185,700 of capital dollars is mandated (ADA Curb Ramps)*
- *$344,000 of capital dollars is funding Federal Aid projects*
- *$350,000 of capital dollars is funding NDOT Safety projects*
- *$450,000 of capital dollars is a partnership with Local agencies (PVIP Drainage District No. 2020-1)*

2027 Funding Sources- 210 Fund

Projected 2026 Ending Cash Balance	$	8,704,316
State Gas Tax Fund	$	7,100,000
NDOT Buy Backs	$	1,250,000
1/2 Cent Sales Tax	$	8,111,241
Other Revenue	$	3,688,934
Bond	$	-
Total Available Funding	$	28,854,491
210 Fund Capital Projects	$	16,254,950
210 Streets Expenses	$	6,843,615
210 Streets Non-Capital Projects	$	2,465,000
Total Expenses	$	25,563,565
Ending Cash Balance in 210 Fund	**$**	**3,290,926**

2027 Future Project Expenses

Project	*2027*	*2028*	*2029*	*2030*	*2031*	*2032*
Annual Handicap Ramp	$ 185,700	$ 191,400	$ 199,056	$ 207,000	$ 215,280	$ 223,891
Broadwell /UPRR Grade Separation	$ 344,000	$ 5,856,000	$ 500,000	$ -	$ -	$ -
13 St Median Improvements	$ 2,400,000	$ 1,925,000	$ -	$ -	$ -	$ -
US Hwy 281 Int Imprv- State, 13th, Faidley, OPH, US 30 WB Ramps	$ 50,000	$ -	$ 1,000,000	$ -	$ -	$ -
Faidley Median Improvements	$ 685,000	$ 4,985,000	$ 1,250,000	$ -	$ -	$ -
State St; Custer Ave to Broadwell Ave	$ 370,000	$ 2,500,000	$ -	$ -	$ -	$ -
E Bypass Engineering Study (NDOT)	$ 300,000	$ 300,000	$ -	$ -	$ -	$ -
Bond Payment	$ 1,760,250	$ 1,762,450	$ 1,765,500	$ 1,762,125	$ 1,762,325	$ 1,761,025
Sidewalk Cost Share Program	$ 25,000	$ 25,000	$ 25,000	$ -	$ -	$ -
Stormwater Modeling	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
	$ 6,194,950	$ 17,619,850	$ 4,814,556	$ 2,044,125	$ 2,052,605	$ 2,059,916

2028-2032 Future Outlook

Project	*2028*	*2029*	*2030*	*2031*	*2032*
Pavement Condition Sruvey	$ 195,228	$ -	$ -	$ 212,800	$ -
Highway 281 Corridor Study; Diers to Webb	$ -	$ -	$ 491,950	$ -	$ -
Capital Ave; Broadwell Ave to St Paul Rd	$ 500,000	$ 5,000,000	$ -	$ -	$ -
Broadwell Ave Connector to Fonner Park Rd	$ 500,000	$ 4,000,000	$ -	$ -	$ -
US 30; CN 42948 (1st & 2nd)	$ -		$ 400,000	$ 3,500,000	$ 500,000
Capital Ave; St Paul Rd to Sky Park Rd	$ -	$ 500,000	$ 5,000,000	$ -	$ -
Manchester-Mansfield	$ -	$ 235,000	$ 2,800,000	$ -	$ -
Claude Rd; Old Potash Hwy & Westgate- Claude to Johnstown	$ -	$ 150,000	$ 2,750,000	$ -	$ -
	$ 1,195,228	$ 9,885,000	$ 11,441,950	$ 3,712,800	$ 500,000

503

R E S O L U T I O N 2026-190

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on July 14, 2026, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2027-2035, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

CITY OF GRAND ISLAND

ONE & SIX YEAR STREET IMPROVEMENT PLAN- EXHIBIT "A"-

Project	*2027*	*2028*	*2029*	*2030*	*2031*	*2032*
Annual Handicap Ramp	$ 185,700	$ 191,400	$ 199,056	$ 207,000	$ 215,280	$ 223,891
Broadwell /UPRR Grade Separation	$ 344,000	$ 5,856,000	$ 500,000	$ -	$ -	$ -
13 St Median Improvements	$ 2,400,000	$ 1,925,000	$ -	$ -	$ -	$ -
US Hwy 281 Int Imprv- State, 13th, Faidley, OPH, US 30 WB Ramps	$ 10,000	$ -	$ 1,000,000	$ -	$ -	$ -
Faidley Median Improvements	$ 682,781	$ 4,985,094	$ 1,250,000	$ -	$ -	$ -
State St; Custer Ave to Broadwell Ave	$ 370,000	$ 2,500,000	$ -	$ -	$ -	$ -
E Bypass Engineering Study (NDOT)	$ 300,000	$ 300,000	$ -	$ -	$ -	$ -
Bond Payment	$ 1,760,250	$ 1,762,450	$ 1,765,500	$ 1,762,125	$ 1,762,325	$ 1,761,025
Sidewalk Cost Share Program	$ 25,000	$ 25,000	$ 25,000	$ -	$ -	$ -
Stormwater Modeling	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
	$ 6,152,731	$ 17,619,944	$ 4,814,556	$ 2,044,125	$ 2,052,605	$ 2,059,916

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 8.a.

Subject: #2026-191 - Approving FY2026-2027 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization

Staff Contact: Chelsey Steinke

BACKGROUND: On August 14, 2018, the City Council adopted Ordinance #9700 creating the Railside Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On June 10, 2026, the Railside BID Board met and approved the 2026-2027 budget that provides for a total special assessment of $156,022.53. This is an increase of 3%.

DISCUSSION: The reformation of the Railside BID that occurred in 2018 created the Railside BID as a perpetual entity. In this district, assessments are paid by property owners based on the County assessor's valuation of the property. Owners will be billed for the assessment after approval by City Council sitting as the Board of Equalization of September 8, 2026. The budgeted assessments of $156,022.53 will be charged to property owners in the district based on their valuations. Notices will be published in the Grand Island Independent on July 30, August 6, and August 13 2026. Copies of the notice will also be mailed to property owners after the first publication via the method required by State law.

FISCAL IMPACT: No fiscal impact to the City of Grand Island

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

Approve the proposed budget and date for BOE. Deny the proposed budget and date for BOE. Send back to the BID Board for adjustment.

RECOMMENDATION: City Administration recommends that the City Council approved the BID budget as proposed and sets the date for Board of Equalization as September 08, 2026.

SAMPLE MOTION: Move to approve resolution as proposed.

ATTACHMENTS:
1. Railside Bid Budget
2. Resolution

RAILSIDE BID BUDGET	YEAR: 2026 - 2027			
INCOME TYPE	**Explanation**	**2026-27**		
Beginning Cash		$35,000.00		
Misc Income	Parking District #3 Maintenance Agreement	$5,500.00		
Misc Income	Spirit Tours, Passport, etc.	$4,000.00	x	74795
Special Assessments--74140	2026 - 2027 3% Increase	$156,022.53	x	74140
Plaza	Rental Fees	$1,500.00	x	74715
Donations/Sponsorships	Railside Christmas $10K, Speakers $10K	$20,000.00	x	74736
Grants	NE Statewide Arboretum--Trees & Plants	$4,500.00		
Grants/Donations	Misc Projects	$10,000.00	x	74360
Interest		$625.00	x	74787
Railside Gift Certificates	Gift Certificates (Money In, Money Out)	$0.00		
TOTAL INCOME		**$237,147.53**		
EXPENSES				
Personnel - 85105	Director	$40,000.00		
	Assistant	$13,237.56		
	Green Team Lead Groundskeeper	$20,518.22	x	
	Green Team Staff	$7,200.00		
FICA Monthly - 25115	FICA	$6,000.00		
NE Dept. Rev Qtrly - 25515	State Withholding	$5,000.00	x	
Unemployment Qtrly - 25515	Unemployment	$3,000.00		
Plaza - 85207	Insurance	$4,500.00		
	Utilities--301 W S Front St	$2,000.00		
	Utilities--313 N Wheeler St	$850.00		
	Sprinkler Repair	$200.00	x	
	Electrical Repair	$475.00		
	Plumbing Repair/Maintenance	$1,000.00		
	Restroom Cleaning Fees & Supplies	$3,000.00		
	Mowing/Fertilizing	$250.00		
Snow Removal - 85249	Snow - Plaza	$1,500.00	x	
Contract Services - 85213	Douglass Bookkeeping	$2,500.00		
	City Bookkeeping	$4,600.00		
	Contract Misc	$2,250.00		
	Landscaping Refresh	$3,000.00	x	
	Equipment Rentals	$1,000.00		
	Social Media Influencer (SMI)	$6,000.00		
	Quality Sound & Water--2X Yearly Speaker Maintenance Checks	$1,295.00		
Printing/Binding - 85245	Copies, Flyers, Annual Report, Annual Meeting	$1,300.00	x	
Rent - 85340	Office & Parking Stall Rent	$14,700.00	x	
Insurance - 85165	Insurance--Auto	$750.00		
	Insurance--Workers Compensation	$1,125.00	x	
	Insurance--Officers Liability Policy	$1,600.00		
Other Professional & Tech - 85290	Ggle Work Space, Canva, Grammarly	$1,000.00		
	Speaker System--Pandora, Verizon	$1,000.00	x	
Utility Services - 85305	403 S Walnut (Triangle)	$550.00		
	Backflow Check	$200.00	x	
Repairs & Equipment - 85325	Truck Expenses License, Fuel, Maintenance	$700.00		
	Green Team Equipment	$400.00	x	
Office Copy Machine - 85330	Copy Machine Lease	$1,200.00	x	
Postage - 85413	Yearly Bill from the City/Mailings	$800.00	x	
Advertising - 85416	Newspaper	$2,000.00		
	Vibe/Nebraska Traveler	$1,550.00		
	Social Media Boosting	$500.00	x	
	EV Tour	$300.00		
	Railside Branded Items	$500.00		
Legal Notices - 85419	Monthly Meeting Notices, Annual Property Tax Review	$2,750.00	x	
Dues & Subscriptions - 85422	Chamber, EDC, Mainstreet	$1,000.00	x	
Travel & Training - 85428	Mileage, Training	$500.00	x	
Events/Other - 85490	HEAR GI	$3,500.00		
	Christmas	$3,000.00	x	
	Spirit Tour & Other	$3,000.00		
Office Supplies - 85505	Office Phone	$780.00		
	Other--Copies & Misc. Supplies	$1,500.00	x	
Trees & Shrubs - 85560	Removal and replanting	$3,000.00	x	
Planters/Triangle - 85561	Plants for planters	$2,000.00		
	Watering	$10.00		
	Sprinkler Repair	$375.00	x	
	Mowing/Fertilizing/Weed Killer	$1,000.00		
	Grass Toter--Seasonal	$130.00		
General Supplies - 85590	Other	$980.00		
	Green Team, Gloves, Trash Bags, Misc.	$2,000.00	x	
MISC Other Projects - 89047		$27,000.00		
	Railside Gift Certificates (Money in/Money Out)	$0.00		
TOTAL EXPENSES 2025 - 2026		**$212,075.78**		
Grant Projects	**Nebraska State Wide Arboretum--Trees & Plants**	$4,500.00	x	89047
Grants/Donations	**Misc Projects**	$2,571.75		
Speakers		$10,000.00		
Railside Christmas		$8,000.00		
TOTAL EXPENSES W/GRANTS		**$237,147.53**		

R E S O L U T I O N 2026- 191

WHEREAS, the City Council has considered the proposed budget of the Railside Business Improvement District for the fiscal year 2026-2027; and

WHEREAS, the City has received the assessed values of the individual properties within the Railside Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January 2026.

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

1. The budget for the Railside Business Improvement District is hereby considered.

2. A proposed assessment schedule shall be prepared.

3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 08, 2026 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.

4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.

5. Notice of hearing shall be mailed to all property owners of the Railside Business Improvement District by U.S. Mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 8.b.

Subject: #2026-192 - Approving FY2026-2027 Annual Budget for South Locust Business Improvement District and Setting Date for Board of Equalization

Staff Contact: Chelsey Steinke

BACKGROUND: On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration.

DISCUSSION: The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. The South Locust BID met on May 14, 2026 and voted to approve their FY2027 budget. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2026. The budgeted assessments of $104,617, no increase from prior year, will be charged to property owners in the district based on their valuations. The BID's requested total budget is $168,400 which incorporates using cash reserves of $63,783 (please see attachment for detail). Notices will be published in the Grand Island Independent on July 30, August 6, and August 13 2026. Copies of the notice will also be mailed to property owners after the first publication via the method required by State law. The BID pays the City a fee of $1,800 for accounting services.

FISCAL IMPACT: No fiscal impact to the City of Grand Island

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

1. Approve the proposed budget and date for BOE.
2. Deny the proposed budget and date for BOE.
3. Send back to the BID Board for adjustment.

RECOMMENDATION: City Administration recommends that the City Council approved the BID budget as proposed and sets the date for Board of Equalization as September 08, 2026.

SAMPLE MOTION: Move to approve resolution as proposed.

ATTACHMENTS:
1. 2026-2027 Approved Budget
2. Resolution

South Locust BID
2026-2027 Budget

	2025-2026 Proposed	2025-2026 Projected	2026-2027 Proposed
Front Footage	$10.66	$10.66	$10.66
Budgeted Revenue	$104,617	$104,617	$104,617
REVENUE 94011412			
Planned Carry Over	$148,061	$143,146	$73,336
74140 Special Assessments	$104,617	$ 101,362	$104,617
74787 Interest Revenue	$1,000	$3,228	$2,000
74795 Other Revenue (Grant funding)			
	$253,678	$247,736	$179,953
APPROPRIATIONS			
Account			
85213 Contract Services	$60,000	$60,000	$60,000
85245 Printing & Binding Services	$10	$0	
85249 Snow & Ice Removal	$5,000	$3,000	$7,000
85305 Utility Services	$17,000	$15,000	$15,000
85319 Repair & Maintenance - Land Improv	$10,000	$10,000	$10,000
85390 Other Property Services	$2,100	$500	$500
85413 Postage	$100	$100	$100
85419 Legal Notices	$800	$800	$800
85490 Other Expenditures - Landscape Project	$0		
85560 Trees & Shrubs	$5,000	$5,000	$5,000
85608 Land Improvements	$80,000	$80,000	$70,000
TOTAL OPERATING EXPENSE			
	$180,010	$174,400	$168,400
ANNUAL EXCESS/(LOSS)	**$73,668**	**$73,336**	**$11,553**

R E S O L U T I O N 2026- 192

WHEREAS, the City Council has considered the proposed budget of the South Locust Business Improvement District for the fiscal year 2026-2027; and

WHEREAS, the City has received the assessed values of the individual properties within the South Locust Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January 2026.

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

1. The budget for the South Locust Business Improvement District is hereby considered.

2. A proposed assessment schedule of $104,617 shall be prepared.

3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 8, 2026 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.

4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.

5. Notice of hearing shall be mailed to all property owners of the South Locust Business Improvement District by U.S. Mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 8.c.

Subject: #2026-193 - Approving FY2026-2027 Annual Budget for 4th Street Business Improvement District and Setting Date for Board of Equalization

Staff Contact: Chelsey Steinke

BACKGROUND: On September 12,2023 the City Council adopted Ordinance #9941 creating the 4th Street Business Improvement District (BID). The created ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The created Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. The 2025¬2026 budget provides for a total special assessment of $40,000.

DISCUSSION: The 4th Street BID was created as a perpetual entity. In this district, assessments are paid by property owners based on the County assessor's valuation of the property. The 4th Street BID Board met on June 6, 2026 and voted to approve their FY2027 budget. Owners will be billed for the assessment after approval by City Council sitting as the Board of Equalization on September 08, 2026. The budgeted assessments of $40,000 will be charged to property owners in the district based on their valuations. Notices will be published in the Grand Island Independent on July 30, August 6, and August 13 2026. Copies of the notice will also be mailed to property owners after the first publication via the method required by State law. The BID pays the City a fee of $2,200 for accounting services.

FISCAL IMPACT: No fiscal impact to the City of Grand Island

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

1. Approve the proposed budget and date for BOE.
2. Deny the proposed budget and date for BOE.
3. Send back to the BID Board for adjustment.

RECOMMENDATION: City Administration recommends that the City Council approved the BID budget as proposed and sets the date for Board of Equalization as September 08, 2026.

SAMPLE MOTION: Move to approve resolution as proposed.

ATTACHMENTS:
1. Budget Worksheet
2. Resolution

BID BUDGET

YEAR:

INCOME TYPE	Explanation
Beginning Cash	
Special Assessments	
Donations	
Grants	
Interest	
Other Revenue	Fundraising
TOTAL INCOME	
EXPENSES	
Contract Services	Bookkeeping
	City Bookkeeping
	Contract Misc
	Event Coordinators
	Trash Services
	Equipment Rentals lights, banners etc
Printing/Binding	Printing, Flyers, Annual Report, Announcement Annual Meeting
Professional Services	Website Fee
Postage	Yearly Bill From the City
Advertising	
Legal Notices	Monthly Meeting, annual ssesment posting
Events/Other	
Grant Funds	
MISC Projects	
TOTAL EXPENSES	

Assesment vs Expenses

Expenses vs Budgeted

26-27

$64,817.00
$40,000.00
$0.00
$450,000.00
$0.00
$0.00
$554,817.00

Amount
$2,200.00
$750.00
$2,000.00
$3,000.00
$3,000.00
$6,300.00
$200.00
$750.00
$1,300.00
$2,000.00
$15,000.00
$450,000.00
$50,000.00
$536,500.00

($496,500.00)

$18,317.00

R E S O L U T I O N 2026-193

WHEREAS, the City Council has considered the proposed budget of the 4th Street Business Improvement District for their fiscal year 2026-2027; and

WHEREAS, the City has received the assessed values of the individual properties within the 4th Street Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January 2026.

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

1. The budget for the 4th Street Business Improvement District is hereby considered.

2. A proposed assessment schedule shall be prepared.

3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 08, 2026 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.

4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.

5. Notice of hearing shall be mailed to all property owners of the 4th Street Business Improvement District by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Sonya Cisneros, Deputy City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 9.a.

Subject: Presentation by Kent Seacrest on behalf of Woodsonia Real Estate, Inc of Woodsonia's response and feedback to the Good Life District Agreement as authorized by Resolution 2026-177.

Staff Contact: N/A

BACKGROUND: On June 23, 2026 the Grand Island City Council authorized Resolution 2026-177 (A Resolution of the Mayor and City Council of the City of Grand Island, Nebraska, to Approve a Good Life District Agreement with Woodsonia Real Estate Inc and/or Related Party Woodsonia GI GLD, LLC, Regarding Funding from the City's Good Life District Economic Development Program). This resolution authorized the execution of a Good Life District Agreement which served to pledge up to $142,000,000 in Good Life District Revenues towards proposed development upon a parcel now commonly referred to as 'Veteran's Village'.

The Agreement reflected Woodsonia's requests and commitments made before City Council most recently on June 2, 2026 and authorized a pledge by Council to the requests of Woodsonia for a total pledge of up to $142,000,000 to be generally divided into three categories: (1) an Initial Funding phase which would pledge the first approximately $60,000,000 in Good Life District Revenue/ Bond proceeds to be used to fund the 'critical project components' which include site work, key infrastructure, the construction of a sports complex; (2) a reservation of approximately $22,000,000 to be designated towards the cost of the Aquatic Center portion of the critical project components; and (3) that the portions of the $142,000,000 pledged towards the project remaining available after the critical project components have been completed, would be set aside as a subordinate obligation and would be made available for Woodsonia to use to fulfill other portions of their proposed project such as proposed commercial and residential development.

As Woodsonia had requested that they be permitted to negotiate matters directly with the City Council, they provided brief feedback on June 23, 2026 at City Council but requested time to provide detailed review by their counsel, Kent Seacrest. Guidance was given that any changes other than minor clerical or technical modifications would need to be proposed

directly to council for their review.

Woodsonia was provided the Good Life District Agreement (attached to this packet) upon its initial completion on June 19th, and was provided a fully executed copy following the Council's authorization on June 23, 2026. On July 7th, 2026 members of City Staff received feedback from Mr. Seacrest about the proposed Agreement.

A request was made on July 7th, 2026 that Woodsonia provide a brief summary document for Council outlining exactly what portions of the agreement were being expressly rejected and a concise summary of any additions, removals, or material modifications being proposed. This request was acknowledged on July 9th but Woodsonia has declined to provide that summary.

DISCUSSION:

It is anticipated that Mr. Seacrest's presentation will provide Council with the information they may need to facilitate an understanding of Woodsonia's positions on the City's authorized GLD Agreement.

The City Attorney's Office, the City's Bond Counsel, the City's Financial Advisor, and representatives from D.A. Davidson have identified key areas in which there are factual or legal barriers to the feedback provided (labeled below as "Factual/Legal Barriers"). Also identified for Council are areas identified as being of exceptional risk or for which various professional duties obligate that Council be advised that the risk, while not patently illegal or factually impossible, represent exceptional risk or clear and unambiguous advisements (labeled below as "Exceptional Risk/Advisements Required"). The City Attorney's Office has identified areas in which it appears a policy decision would be required by Council to proceed (labeled below as "Policy Decision Required"). Bond Counsel has identified specific procedures and IRS requirements which Council must be aware and which represent risks particular to bond issuance (labeled below as “IRS Requirements & Risks”) It is anticipated there are likely areas in which additional legal advice may be required after threshold decisions are made. Some suggestions represent minor or stylistic changes that appear to be within the prior authority given to the City Attorney and the City Attorney would ask to maintain her authority to accept those minor changes without further consent of council.

Each of the below items are based only upon the feedback provided to the City as of July 7 th, 2026. Council is advised that due to time constraints this list is far from exhaustive and there are likely both opportunities and risks not addressed. Examples are representative only and should not be treated as the only example for each topic. Should the position of Woodsonia be modified prior to Council, or during this presentation some of these items may no longer be applicable.

Factual/Legal Barriers:

- Woodsonia has now requested guaranteed proceeds be deposited prior to the commencement of construction of critical project components far in excess of all

projections made by staff and outside experts. The City cannot make guarantees it knows to be invalid.

- Outside experts have confirmed that requested timelines contained in Woodsonia's feedback are factually impossible.
- Woodsonia has proposed elimination of firm deadlines for the commencement of mass grading and/or construction of critical project components and has replaced them with speculative or conditional dates which are not definable.
- Woodsonia has proposed terms which would allow it to unilaterally terminate the Agreement if it determines, in its sole discretion without City input, it is no longer economically feasible. The City cannot accept broad, vague, and unilateral termination provisions.
- Woodsonia proposes changes which exceed the scope of a Good Life District Agreement.
    - Ex. Proposals would require the creation of an Occupation Tax which must, by law, be separately created by Council. It also requires the creation of a tax which would be a factual nullity as there would be no businesses or users upon which to impose it at its creation.
- Proposed changes to the City's Agreement would require the City Administrator, or other designee, to violate regulations and restrictions imposed by the Department of Revenue. The City cannot require of its employees or officials an action which would subject that employee to personal and professional liability or penalties.
    - Ex. Proposals ask the City to disclose identifying taxpayer information which the City is currently prohibited from sharing even with the City's own retained experts.
- State law and City Code cannot be superseded or amended by agreement. Numerous requests of Woodsonia seek to amend the law.
    - Ex. Woodsonia's feedback would functionally eliminate the City's Administrative Fee, which was created by law and cannot be amended in the agreement.
- Woodsonia feedback seeks to modify key definitions from their legal definitions.
- The City must certify to the IRS certain "reasonable expectations" regarding construction which it cannot certify under proposed modifications.
- As proposed there is insufficient factual information available to complete legally required due diligence.
- Woodonia's feedback would eliminate many of the guarantees provided to Council in June, 2026. It is unclear which set of commitments or guarantees they intend to be operative.
- Numerous proposals imply existing cash-on-hand exists in excess of actual available balance. The City cannot enter into an agreement known to be factually inaccurate.
- Woodsonia has proposed eliminating requirements of law that it provide proof it has/can obtain/can maintain a performance bond.
    - This would also be an exceptional risk as if an unforeseen change left the project incomplete the City would have no remedy or resources available to finish any projects funded by GLD revenues.
- Some feedback asks for factually contradictory items. Council cannot approve an agreement which includes contradictory provisions.
    - Ex. Proposed changes to timing requirements in certain sections are in conflict with timing provisions contained in other sections.
- Proposed feedback, if incorporated, would render the City unable to provide certifications required to issue tax exempt financing.
- Certain proposals exceed the scope of the existing statutory authority to bypass the State Constitution. The City cannot override state law or the state constitution by

agreement.

- Woodsonia has proposed changes to portions of the contract which represent background information and intent ("Recitals") which contradict other proposed Agreement terms and which represent material changes to the commitments previously suggested by both Woodsonia and Council.
- Proposed restrictions would eliminate the City's access to GLD funding for known expenses such as audit expenses, outside bond counsel bills, infrastructure relocation etc.
- Woodsonia has suggested modifications to payment processes which would directly contradict requirements of law regarding the conditions precedent to payment of expenses.
- Woodsonia has provided feedback that would require the City to permanently waive its ability to defend itself against third party litigation, to settle claims related to the project, or to select its own defense. This request is inconsistent with requirements of law, ethical standards applicable to both in-house and external counsel to the City, and is inconsistent with the requirements of the City's current insurance providers. These terms are not factually or legally executable.
- Proposals would require the City to provide unconstitutional indemnification of Woodsonia.
- Woodsonia seeks approval timelines which are factually incompatible with existing City timelines for claim approval.

IRS Requirements & Risks:

- In order to deliver its tax-exempt opinion on a bond issue, Bond Counsel must be firmly convinced that the issue meets the IRS requirements.
- One of these IRS requirements is that the City expects to spend 85% of the proceeds within 3 years.
- In order to evaluate whether the City can provide this representation, or if it can reasonably be relied up on by Bond Counsel, Bond Counsel will review and evaluate as part of its due diligence the following:
    - Project size (often a GMP or budget)
    - Project fund spend-down expectations (typically a construction schedule prepared by a project manager or contractor)
- Bond counsel conducts this pre-issuance due diligence because not meeting this requirement means the bonds are considered to be taxable. While it is a test of expectations, the IRS effectively treats it as an "actual" requirement. If the IRS determines that this representation was not reasonable and determines the bonds are taxable, it could result in investor lawsuits and potentially IRS and SEC investigations against and into the City.
- If the bonds are determined to be taxable, it will significantly limit the City's ability to access the tax-exempt markets for its own governmental purposes (streets, utilities, public safety). Both regulators and the market would view the City's ability to comply with IRS rules with great skepticism.
- It is extreme for tax-exempt bonds to be issued without a budget, construction schedule and construction contract in place when the City does not control the project.
- If Woodsonia would like to proceed with issuance prior to the availability of a construction schedule, taxable bonds may be issued, but that approach would reduce bond proceeds available for construction due to higher interest costs.
    - Reducing available bond funding jeopardizes the City's ability to

meet Woodsonia's added request of $82M in funding prior to Woodsonia being required to perform work.

- Woodsonia seeks modifications which eliminate *any* requirement they construct any commercial or revenue producing development. These modifications are inconsistent with their past application materials.
    - Original proposals included more than 47 acres of mixed use commercial development. Other application proposals have included more limited guarantees such as one hotel, one restaurant, and one commercial space. Their proposed changes eliminate even references to prioritizing revenue producing property resulting in no firm proposals for commercial development.
- Proposals would require the City to segregate revenue funds even if it did not have access to the needed data to do so. These changes may become factually possible in the future, but until the State provides the needed supplemental data the City is factually unable to divide the revenue as proposed on the timelines suggested.
- Woodsonia has requested their ability to approve all City experts including financial advisors, consultants, and underwriters. This is both unadvisable and often prohibited by law.
- Woodsonia seeks changes which would obligate the City to create a Community Improvement District outside of the statutorily required processes and procedures. Creation of a CID would also create conditions which materially contradict agreement provisions proposed by the City in Resolution 2026-177 and/or which would materially contradict the proposed modifications made by Woodsonia.

Exceptional Risk/Advisements Required

- Outside financial experts have advised that proposed funding cycles represent "irresponsible" requirements such as requesting bond funds more than six months earlier than needed which would result in negative arbitrage estimated to be well over $2,000,000.
- Numerous definitional changes have been proposed which would materially impact the agreement and should not be accepted. Definitions have been modified to serve contractual provisions rather than to explain intended meaning.
    - Ex. Woodsonia seeks to amend the definition of "Initial Project Funding Amount" to provide a guaranteed minimum account balance.
- Woodsonia has proposed changes which would not allow the City to compel performance or declare a default until such time as it has deposited an additional $82,000,0000 into a fund. The City can not likely access that level of bond proceeds without more fully developed plans, stronger commitments by Woodsonia, and/or the provision of a performance bond or other guarantees.
    - Ex. "Developer shall not be required, nor be in default, in completing Critical Project Components, unless the City has deposited $82M in the Project Fund."
- Woodsonia seeks to significantly expand their breach and termination authorities while eliminating nearly all City remedies. The City should not accept terms which pose a significant risk of unilateral breach or termination and should not waive its ability to bring actions for unforeseen circumstances.
    - Woodsonia's proposals create termination/breach options ranging from the City not providing $14M up front to the City not passing an Occupation Tax by August 1, 2027, to name just two of many

- The City is regularly required by federal authorities, state agencies, grant funders, purchasing cooperatives, bonding authorities and other stakeholder to certify it is not in breach of any agreement/ has not had an agreement terminated for cause/ is not at risk of breach. Proposals by Woodsonia would place the City at risk it could not meet certification requirements for other projects and funding sources totaling millions of dollars in funding each year and/or which could jeopardize the funding used to pay City staff salaries.
    - Ex. If Woodsonia were to exercise its proposed authority to terminate the contract, the City could not provide certification for the funding used to pay numerous Grand Island Police Department employees without seeking exemption from the Department of Justice.
- Proposed modifications frontload City commitments without commensurate developer commitments.
- Proposals eliminate *any* guaranteed commercial construction by Woodsonia and eliminate any requirements that revenue producing uses exist. Without those guarantees the City cannot provide legal compliance certifications typically required by federal agencies, state agencies, bonding authorities, or insurers on this – or other- projects.
- If feedback were accepted in its entirety, the City would be in breach/default instantly as certain provisions or representations required of the City are factually unsupported or exceed the City's authority.
    - Ex. Proposals ask the City to guarantee availability of funds in excess of known balances and/or known bond availability.
- Some of the definitional changes have a more significant impact on the agreement than may be intended and should not be accepted. For example, changing the terminology from "GLDED Program Fund" to "GLDED Program Funds" appears to have been an attempt to describe how much "funding" or how many "funds" will be delivered. That's not how the Agreement's definitions work.
- Proposed feedback often interjects the Developer's ability to accept or reject items which would either allow for unilateral termination/breach declaration without remedy by the City, or which would allow the Developer to override or reject a vote of the current or future City Council.
    - Ex. Proposed changes to the definition of "Occupation Tax" would allow the developer to reject a Council approved Occupation Tax for any reason or no reason at all. Their proposal creates a scenario in which they would be able to create a termination event by simply rejecting the terms or conditions of a future tax.
- Numerous changes would result in the City having no remedies in the event of a successful challenge of City or Developer action beyond the City's control. The City should not waive material rights or make warranties it cannot defend.
    - Ex. In the event of a variety of third-party or citizen challenges the City would have fully waived certain defenses, would have provided false guarantees, or would be in default or breach with no ability to cure or defend.
- Some proposals are too vague or undefined to be able to provide any accurate risk assessment to Council. The City Attorney is required by law and oath of office to provide advice to her client which she cannot provide when the core facts are not ascertainable as presented.
- Proposed changes would render restrictions or covenants placed upon the City's land ineffective and unenforceable. Changes also place the City at undefined and unknown financial liability.
    - Ex. Proposals would serve to eliminate any clawbacks, reversions, or covenants on

the land and would eliminate protections required to ensure revenue producing uses receive any priority.

- Woodsonia has proposed modifications which would eliminate the ability of the City to guarantee funding be available to the YMCA/Chief for the construction of the aquatics center and would not require Woodsonia to provide a substitute guarantee of funding.
- City financial advisors indicate that any provisions which do not guarantee critical project components are executed to completion may pose a risk to the City's credit, to other City projects, and to the City's general borrowing reputation. Advisors also indicate that failed critical project components would likely have adverse consequences on other private development. Woodsonia's feedback would, if adopted, eliminate the City's ability to ensure completion of these components and would functionally eliminate the City's ability to seek sufficient legal redress.
    - Ex. Woodnosia's proposal eliminates their requirement for a performance bond, which stands as a guarantee of performance or appropriate compensation in the event of a failure to perform, which ensures the City can complete critical project components. The performance bond would be supplanted with the City being able to "withhold reimbursement or direct payment of Qualified Project Costs not yet due", which is something the terms of the agreement already account for.
- Woodsonia has proposed modifications that would allow them to make material modifications to the project unilaterally. This provision would likely undermine any guarantees or certifications the City would be required to make as it pertains to City-issued tax-exempt bonds.
- Modifications have been proposed which would serve to eliminate the City's ability to use the $22M proposed for the Aquatics Center in furtherance of an alternative partner should the YMCA be unsuccessful.
- Woodsonia has proposed changes which would sever all obligations if they transfer any property to a third party purchaser, transferee, lessee, or other user. This means Woodsonia GI GLD, LLC could potentially escape its obligations by simply transferring the property to a newly created corporation or by permitting mere access by a user.

Policy Decision Required

- Some proposed changes would require Council to make a policy decision about whether or not Woodsonia should be permitted to earn a guaranteed interest on accrued, but undistributed, subordinate obligations. If Council decides Woodsonia should be able to earn interest on these funds, Council will have to determine when that interest should begin to accrue and at what rate.
- The City's outside financial advisors have recommended Council wait until current GLD revenue collection issues have been addressed and until a sufficient collection history has been obtained. Council will need to determine whether or not to follow to the advice of its retained experts and wait, or to ignore these recommendations in favor of Woodsonia's requested schedule.
- Proposed changes would eliminate the City's ability to provide assurances to the community that the Aquatics Center could be provided with the requested $22 million in funding. Council would need to make a policy determination about whether they are willing to rescind prior positions about the Aquatics Center.
- Proposed changes eliminate any requirement of commercial or revenue producing development. This represents both a legal barrier and a policy determination to be made by Council that it make commitments inconsistent with commitments made to the State.
- Woodsonia has suggested changes which would require the City to cede control of

existing City property for an undetermined period of time. Council will need to make policy determinations about whether or not this is a decision they would like to make.
    - Ex. The City's proposal would provide Woodsonia access to portions of the City's property as may be required to facilitate construction activities of the critical project components. Woodsonia has proposed requiring the City to give full possession of the property which could result in the exclusion of the City and its citizens for an undefined period of time without further action or consent of Council.
- Woodsonia has proposed changes which would eliminate its obligation to provide land to Grand Island Public Schools. Council would need to make policy determinations about this proposal.

FISCAL IMPACT: Fiscal impact is unclear but it is anticipated based on feedback it may include $14M in cash; requested commitments of Good Life District Revenue ($142M+ in net proceeds); a 2.0%-2.5% occupation tax; $90M in TIF/CID; and an additional requested CID tax levy of $1.50 per $1,000 in valuation on all property at Veteran's Village. Additional fiscal impact associated with costs such as consultants, financing expenses, staff, liability, insurance and other fiscal impacts are unknown at this time or are difficult to quantify. But total fiscal impact is estimated to be in excess of 250 million dollars of direct or indirect government funds plus any private funds contributed by the developer.

ALTERNATIVES: No action item is associated with this agenda item.

RECOMMENDATION: Action related to this presentation will be handled by the next item on the agenda.

SAMPLE MOTION: N/A

ATTACHMENTS:

1. Good Life District Agreement Authorized by Resolution 2026 177

GOOD LIFE DISTRICT AGREEMENT

between the

CITY OF GRAND ISLAND, NEBRASKA,

and

WOODSONIA GI GLD, LLC

dated as of

June 23, 2026

GRAND ISLAND GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM
VETERAN'S VILLAGE PROJECT

GOOD LIFE DISTRICT AGREEMENT

THIS GOOD LIFE DISTRICT AGREEMENT (this *"Agreement"*) is made and entered into as of _____, 2026, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a city of the first class organized and existing under the laws of the State of Nebraska (the "*City*") and **WOODSONIA GI GLD, LLC**, a Nebraska limited liability company (the *"Developer"*). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Article I** of this Agreement.)

RECITALS

A. The City established a Good Life District Economic Development Program (the *"GLDED Program"*) pursuant to the Good Life District Economic Development Act, Sections 77-4408 to 77-4431, R.R.S. Neb., as amended (the *"GLDED Act"*) and Ordinance No. 9983, as amended by Ordinance No. 10,029 (the *"Program Ordinance"*).

B. In accordance with the City's Program Ordinance, Developer commenced application for Program Funds in 2025. The materials have been amended from time to time, including in presentation to Council on June 2, 2026. The proposed development of the Veteran's Village as contemplated in this Agreement is further described in **Exhibit A-1** attached hereto, the (*"Property"*) to construct various publicly and privately owned improvements and facilities (as further described in **Exhibit A-2**, the *"Project*:) Developer provided to City Council on June 2nd, 2026 a modified proposal for the design of the sports complex which has not been incorporated by formal amendment into their application. Developer will update application materials to reflect changes in the Sports Complex as presented on June 2, 2026 to the City Council and will provide a proposed construction schedule for the critical project components that allows all construction to be completed within three years after bond indebtedness.

C. Developer has separately submitted an application for tax increment financing with the Community Redevelopment Authority of the City (the *"CRA"*) to assist in financing and implementing the Project, which the Developer has indicated is a necessary component of the financing for the Project.

D. The City Council found and determined that development of the Project and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and are in accord with the public purposes of the GLDED Program in Resolution No. _____, adopted on _____, 2026 (the *"Project Resolution"*)

E. Pursuant to provisions of the GLDED Act, the Program Ordinance, and the Project Resolution, the City is authorized to enter into this Agreement.

F, Developer has provided information to the City that it intends to pursue other funding sources in support of this project to include private capital, private indebtedness, tax increment financing, occupation taxes, or other public financing tools. The Parties acknowledge that this agreement does not incorporate the creation, pledge, promise, denial, or any other commitment for or against any of these funding sources. The Parties have designed this agreement to memorialize that the non-critical components of this project, and the subordinate pledge, are intertwined in purpose and that each obligation is contingent upon the other party's ability to perform or fund these additional project components.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Good Life District Agreement,

"Application" shall have the meaning provided and described in the Recitals including supplemental material required herein.

"Approved Site Plans" means the combination of site plans reflecting one or more portions of the Work approved by all entities required to approve a site plan pursuant to the Municipal Code and **Section 3.7**, as such site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and **Section 3.7**.

"Available Revenues" means GLDED Revenues and other money on deposit from time to time (including investment earnings thereon) in the Special Allocation Account of the GLDED Program, from State Revenues. Available Revenues shall exclude future Occupation Tax Revenues and City Administrative Fee, and any other Local Sources of Revenue or amount the City is permitted to withhold as provided in the Program Ordinance. The City is not obligated to consider any source of revenue other than State Revenues as Available Revenues unless required by gift, bequest, or special designation.

"Bond Counsel" means Gilmore & Bell, P.C., or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Indenture" means the trust indenture or indentures, or bond resolution or bond resolutions, executed by the City in connection with the issuance of GLDED Obligations or Subordinate GLDED Obligations, as applicable.

"Bond Proceeds" means the net cash proceeds from the sale of GLDED Obligations available for deposit in the Project Fund (after deposit of funds for Issuance Costs, capitalized interest and any debt service reserve), together with any interest earned thereon.

"Bond Trustee" means the bond trustee identified in the Bond Indenture; provided, however, that a successor Bond Trustee may be appointed in accordance with the terms of the Bond Indenture.

"Certificate of Qualifying Project Costs" means a document, substantially in the form of **Exhibit D** attached hereto, delivered by the Developer to the City and which, upon the City's written acceptance thereof, will evidence Qualifying Project Costs incurred. (*See Also "Project Costs"*).

"Certificate of Substantial Completion" means a document, substantially in the form of **Exhibit C** attached hereto, delivered by the Developer and which, upon the City's written acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants to perform a portion of the Work in the segments identified in **Section 3.2(a)**. A Certificate of Substantial Completion for a portion of the Work does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the portion of the Project which is the subject of the Certificate of Substantial Completion.

"City" means the City of Grand Island, Nebraska, a city of the first class and political subdivision of the State of Nebraska.

"City Administrative Fee" means the amount the City may withdraw annually from the GLDED Program Fund to defray administrative costs associated with the GLDED Program as provided in the Program Ordinance.

"City Administrator" means the person duly appointed as City Administrator of the City.

"City Attorney" means the person or firm appointed as the City Attorney of the City.

"City Council" means the City Council of the City of Grand Island, Nebraska.

"City Engineer" means the person or firm appointed as the City Engineer of the City.

"Concept Site Plan" means the conceptual site plan attached hereto as **Exhibit B** and incorporated herein by this reference.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections approved by the City to the extent required by and in accordance with the Municipal Code and this Agreement. Construction Plans for any portion of the Critical Project Components which will be publicly dedicated must meet minimum requirements of the Municipal Code. Any reference to City approval of Construction Plans in this Agreement is limited to the City's review and determination that the proposed Construction Plans comply with this definition.

"Critical Project Components" means the facilities and assets described under the heading Critical Project Components in **Exhibit A-2**.

"Developer" means Woodsonia GI GLD, LLC, a Nebraska limited liability company, or its permitted successors or assigns in interest.

"Existing State Revenues" means the portion of State sales tax revenues identified in Section 77-4413(2)(b)(ii), R.R.S. Neb., as amended, and received by the City from the State for deposit to the GLDED Program Fund.

"GLD" means the Good Life District in the City of Grand Island, established by the Nebraska Department of Economic Development on June 1, 2024.

"GLDED Act" means the Good Life District Economic Development Act, Sections 77-4408 to 77-4431, R.R.S. Neb., as amended.

"GLDED Combined Revenue Bonds" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act which are payable from both Existing State Revenues and New State Revenues.

"GLDED Existing State Revenue Bonds" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act which are payable from the Existing State Revenues.

"GLDED New State Revenue Bonds" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act which are payable from the New State Revenues.

"GLDED Obligations" means good life district economic development program revenue bonds issued by the City pursuant to the GLDED Act, subject to the requirements of **Section 5.1**, which includes any GLDED Combined Revenue Bonds, GLDED Existing State Revenue Bonds, and GLDED New State Revenue Bonds, and which are senior to any Subordinate GLDED Obligations.

"GLDED Program" means the City's Good Life District Economic Development Program established pursuant to the Program Ordinance.

"GLDED Program Fund" means the fund established for the GLDED Program pursuant to the Program Ordinance.

"GLDED Revenues" means the revenues of the City's GLDED Program, which are defined as Local Sources of Revenue in City Code 38-14

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the Project required by the Municipal Code or this Agreement for the implementation of the Project.

"Initial Project Funding Amount" means the actual amount provided for the Project from (a) Bond Proceeds and (b) the GLDED Program Fund made available for and expended on Project Costs.

"Issuance Costs" means all costs reasonably incurred by the City and the Developer in connection with the issuance of GLDED Obligations, including, but not limited to, the fees and expenses of the City's financial advisors, bond and disclosure counsel, and consultants, the underwriter and underwriter's counsel, underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any GLDED Obligations and any official statements relating thereto, and any other costs related to the issuance of GLDED Obligations and approved by the City at its sole discretion.

"Lender" means any bank or other entity providing a construction loan or permanent financing for the Project.

"Maximum GLD Funding Amount" means $142,000,000, excluding Issuance Costs paid from proceeds of GLDED Obligations.

"Municipal Code" means the Municipal Code of the City of Grand Island, Nebraska, as may be amended from time to time.

"New State Revenues" means the portion of State sales tax revenues identified in Section 77-4413(2)(b), R.R.S. Neb., as amended, which is not Existing State Revenues and which is received by the City from the State for deposit to the GLDED Program Fund.

"Occupation Tax" means a business occupation tax, and the associated revenues, which may be imposed on the businesses at Veteran's Village, and designated as a Local Source of Revenue by future ordinance.

"Other Private Improvements" means the improvements and facilities described under the heading Other Private Improvements in **Exhibit A-2**.

"Program Ordinance" means Ordinance No. 9983, as amended by Ordinance No. 10,029, passed and approved by the Mayor and City Council, adopting and governing the City's Good Life District Economic Development Program, and as further amended from time to time.

"Project" means collectively the Critical Project Components and the Other Private Improvements described in **Exhibit A-2**.

"Project Costs" shall mean eligible costs as defined in City Code 38-14 associated with the "Project" and non-revenue producing expenses which may otherwise be ineligible so long as they do not exceed twenty percent of funds received by and through the approved application subject to the restrictions contained in the Program Ordinance and Section 77-4410 of the GLDED Act, but excluding Acquisition Costs for the Property.

"Project Fund" means the Project Fund created in a Bond Indenture for Project Costs.

"Property" means the real estate described on **Exhibit A-1**, which is expected to be acquired by the Developer from the City, and includes acquisition of a leasehold interest in the portion of the Property labeled as the "City Property" and fee title to the portion of the Property labeled as the "Developer Property."

"Qualifying Project Costs" means those "Project Costs" that are substantiated and approved in the method set forth in this Agreement.

"Related Party" means any party related to the Developer by one of the relationships described in the defined term "related person" in Section 77-4403, R.R.S. Neb., as amended.

"Special Allocation Account" means the Special Allocation Account established in **Section 6.1** of this Agreement.

"State" means the State of Nebraska.

"State Revenues" means the New State Revenues and Existing State Revenues and any other amounts remitted to the City by the Tax Commissioner pursuant to Section 77-4413(2) of the GLDED Act for deposit to the GLDED Program Fund.

"Subordinate GLDED Obligations" means any GLDED Program revenue obligations pledged by the City pursuant to this Agreement and following satisfaction of the conditions provided in **Section 5.2**, availability of additional revenue, and shall be fully subordinate to all GLDED Obligations. Subordinate GLDED Obligations may not be accessed for use on items other than the critical project components until said components have been substantially completed.

"Work" means:

(a) construction and completion of the Critical Project Components described on **Exhibit A-2** in accordance with the Construction Plans; and

(b) construction of the Other Private Improvements described on **Exhibit A-2** in accordance with the Construction Plans.

For any term that is not specifically defined it shall be given its ordinary and routine meaning unless specifically defined in the Grand Island City Code, specifically Chapter 38 Article II, or in applicable state or federal law.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City by and through this Agreement approves the Developer's request that their application to perform the Work in accordance with the Concept Site Plan, this Agreement and all Governmental Approvals be recognized, subject to supplementation of materials required by City Code 38-19 to reflect changes made to the Project or application since it was formally amended in _____. Specifically, it shall include the proposed Sports Complex plans and Critical Project Components presented by Developer to the City Council on June 2, 2026. To the extent of any inconsistency among the foregoing, the parties agree that the Work may be modified to comply with the requirements of any Governmental Approvals so long as such approvals do not constitute a material change to the critical project components or which would, in the opinion of the City Attorney or special counsel retained by the City, require further hearing or supplements to the Application pursuant to the Program Ordinance or GLDED Act.

2.2. Developer to Advance Costs. Developer agrees to advance or cause to be advanced all Project Costs as necessary to complete the Work, with the anticipation the Developer intends to seek reimbursement for Qualifying Project Costs as may be incurred and eligible for reimbursement pursuant to this Agreement from the sources described in this Agreement, to the extent available.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF PROJECT; CITY APPROVALS

3.1. Ownership of Property .

The Developer and City acknowledge that the City is pursuing conveyance of the real property to contain the project in a separate agreement. In consideration of the Developer's covenants and obligations to the City related to development of the Project as set forth in this Agreement (with no additional financial payment or other consideration required), the City will work to provide access to portions of the property retained by the City as may be necessary to facilitate mass grading, site preparation, and other construction activities as may be needed from time to time. transfer to the Developer a leasehold interest in the City Property within thirty (30) days following the effective date of this Agreement.

3.2 Project Construction.

(a) Subject to **Section 7.7**, the Developer shall commence and complete the Project pursuant to the following schedule:

Activity	Maximum Time for Performance
1. Commence mass site grading and clearing property	30 days after the City's issuance of GLDED Obligations.
2. Obtain approval (or deemed approval) of a Certificate of Substantial Completion for the Critical Project Components pursuant to **Section 3.11** herein	The tenth anniversary of the date of this Agreement. In no event shall Developer submit a Certificate of Qualifying Project Costs for any Other Private Improvements before approval (or deemed approval) of a Certificate of Substantial Completion for the Critical Project Components.

(b) The Developer and its project teams shall (1) until the Critical Project Components have been completed, submit written reports to the City Council at least quarterly regarding the status of the Critical Project Components, each of which report may be in the form of a Certificate of Qualifying Project Costs; (2) upon reasonable notice, meet with the City Administrator and such other City staff and consultants as designated by the City Administrator to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code, complete the Critical Project Components in such a manner as will satisfy the conditions for acceptance thereof by the City as prescribed by the Municipal Code.

3.3. Construction of the Project.

(a) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(b) Before entering into a joint venture, co-developer or sub-development arrangement for any of the Critical Project Components with an entity whose principals are not a Related Party, or before transferring any portion of the Critical Project Components to an entity whose principals are not a Related Party prior to the completion thereof, other than contemplated by **Section 3.9(c)** herein with respect to the YMCA, the Developer will provide the City Administrator with information reasonably demonstrating that such entity has sufficient expertise to carry out each component of the Critical Project Component for which such entity is responsible.

3.4. Construction Contracts; Insurance.

(a) The Developer may enter into one or more construction contracts to complete the Work, subject to the other provisions of this Agreement (e.g. Section 3.5). All construction contracts entered into by or on behalf of the Developer after the date of this Agreement shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer will provide written notice to the City of any mechanic's or materialmen's liens filed against the Project within 10 days of receipt of service of such lien. The Developer shall resolve all such liens within 60 days of receipt of service unless, before such time, the Developer provides a written explanation of the nature of the business dispute and the City Administrator agrees to extend the period for resolution of the litigation.

(b) With respect to construction of the portions of the Critical Project Components which are to be publicly dedicated, the Developer shall cause to be obtained or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to **Section 7.10** and shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work. The Developer shall be responsible for ensuring that contractors construct such portion of the Work in a good and workmanlike manner in accordance with the terms of this Agreement.

3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all federal, State and local laws relating to the construction of the Project, including any laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Project or portions thereof.

(b) The Developer acknowledges that it must comply with the reporting provisions in the GLDED Act and the Good Life Transformational Projects Act. The Developer represents and warrants that it is in compliance with such provisions at the time of execution of this Agreement.

3.6. Governmental Approvals. The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.7. Concept Site Plan; Approved Site Plan; Zoning.

(a) *Approval of Concept Site Plan and Approved Site Plan.* The City hereby approves the Concept Site Plan. Such approval does not exempt the Developer from any zoning or site plan review process required by the Municipal Code. The parties agree that the Approved Site Plan shall govern the ultimate design and construction of the Project. Notwithstanding the foregoing, any site plan submitted by the Developer for approval as the Approved Site Plan must not, without the City's advance consent, result in such a change in the Project as would require a supplement or amendment to the Application pursuant to the Program Ordinance or GLDED Act.

(b) *Changes.* During the progress of the Work, the Developer may request changes to the Approved Site Plan as permitted by and pursuant to the Municipal Code.

(c) *Zoning.* The Developer will apply to the City for such zoning designations for the various components of the Property as are appropriate for the applicable portions of the Work. Nothing in this Agreement is intended to alter the City's generally applicable procedures for land use approvals.

3.8. Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable State and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Building Department and the City Engineer in sufficient time to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Section 3.2**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Project and as may be in furtherance of the general objectives of the Nebraska Good Life Transformational Projects Act and the City's GLDED Program; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, (3) the Developer shall obtain the City's advance written consent to any material change to the specifications for the Critical Project Components described in **Exhibit A-2** attached hereto, and (4) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Project as would require a supplement or amendment to the Application pursuant to the Program Ordinance or the GLDED Act.

3.9. Special Development Conditions.

(a) The Developer acknowledges that in consideration of public participation in financing Project Costs, the City expects that:

(1) the Project will include the Critical Project Components in similar or better quality and design to the renderings presented to City Council on June 2, 2026, and attached hereto as **Exhibit E**; and

(2) the Project will include the public infrastructure improvements as depicted in the Concept Site Plan.

(b) The Critical Project Components shall meet the minimum specifications identified on **Exhibit A-2**.

(c) The Developer plans to coordinate with the YMCA for development of an aquatic center with components which meet the minimum requirements indicated in **Exhibit A-2**.

(d) While the Critical Project Components will include relocation of the existing soccer fields of the City, operation and management of the relocated soccer fields and the other existing sports facilities located at Veteran's Village will remain with the City.

3.10. User Selection; Prohibited Uses.

(a) The Developer agrees to use commercially reasonable efforts to secure high quality users for the Project that will represent a return on investment for the Program and State, as contemplated by the legislation governing the GLD and GLDED Program and the City's Program Ordinance.

(b) Because the Good Life District is aimed at attracting out of state visitors and tourism and enhancing taxable sales in the City, the following types of uses shall not be permitted within the Project unless approved in writing by the City: (1) adult entertainment, (2) adult bookstores, (3) laundromats, (4) pawn shops, (5) payday loan, (6) title loan, (7) check-cashing and similar uses, and (8) if of general applicability and not applicable only to the Project, any other use prohibited by law, regulation, zoning ordinance, or other provisions of a City ordinance or the City's municipal code.

3.11. Certificates of Substantial Completion.

(a) Upon substantial completion of the Critical Project Components, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the certifications accompanying the Certificate of Substantial Completion by the project architect or engineer (as applicable). The appropriate City official shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within 30 days following delivery to the City. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 30 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such 30-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the appropriate City official rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the Work in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the reasonable opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of the Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the Hall County register of deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable portion of the Work in accordance with this Agreement.

ARTICLE IV

PAYMENT AND REIMBURSEMENT OF QUALIFYING PROJET COSTS

4.1. City's Obligation to Pay and Reimburse Qualifying Project Costs. The City agrees to pay verified Qualifying Project Costs in an amount not to exceed the Maximum GLD Funding Amount as reimbursement to the Developer or as payment directly to a vendor (including design professionals and

other service providers) or supplier, but solely from amounts available and accumulated in the Special Allocation Account in the GLDED Program Fund, from Bond Proceeds, and from principal drawn on Subordinate GLDED Obligations as provided herein subject to the requirements and restrictions of City Code 38-18. Financing or payment of Project Costs towards the Maximum GLD Funding Amount through application of funds available in the Special Allocation Account of the GLDED Program Fund, Bond Proceeds, and the issuance Subordinate GLDED Obligations shall be subject to the following limitation:

No more than twenty percent (20%) of GLDED Revenues may be used to pay Project Costs which are "non-revenue producing costs," as defined in the GLDED Act and the Program Ordinance, at any time.

If a Certificate of Substantial Completion of the Critical Project Components has not been approved by the 10th anniversary of the date of this Agreement as required by **Section 3.2** herein, no additional Qualifying Project Costs shall be approved pursuant to this Agreement and Developer shall be in material breach of this Agreement pursuant to the terms of **Section 7.2**.

4.2. Reimbursements and Payments Limited to Qualifying Project Costs. Reimbursements to the Developer and payments made from amounts available and accumulated in the GLDED Program Fund, from Bond Proceeds, and from principal drawn on Subordinate GLDED Obligations as provided herein, are limited to Qualifying Project Costs as provided in this Agreement. Determinations required to be made by the City pursuant to this **Section 4.2** shall be made on behalf of the City by the City Administrator or City Attorney, until such time as the City Council identifies additional or replacement officials to make such determinations.

(a) Qualifying Project Costs will be eligible for reimbursement to the Developer or as payment to vendors (including design professionals and other service providers) or suppliers, subject to the following conditions:

(1) Except as provided in subdivision (2) of this subsection (a), prior to submission of a Certificate of Qualifying Project Costs, the Developer shall have completed the following to the City's satisfaction for the portion or portions of the Project which are included in such Certificate of Qualifying Project Costs:

(i) Applied for and obtained applicable and requisite zoning designations and building permit(s);

(ii) Received the City's approval of Construction Plans for such portions of the Project;

(iii) Entered into a construction contract or contracts in such form and with such conditions reasonably satisfactory to the City for such portion of the Project, generally not exceeding the amounts expected to be paid from the various financing sources available; and

(iv) Obtained private financing sources and/or commitments for equity in such amounts as are necessary to timely pay and complete such portions of the Project.

(2) Upon execution of this Agreement, prior to satisfying the conditions of subdivision (1) of this subsection (a), Developer may submit one or more Certificates of Qualifying Project Costs for payment or reimbursement of necessary or appropriate design costs, legal fees, professional fees, and other preliminary expenditures customarily incurred prior to entering into construction contracts for the applicable portion of the Project.

(3) Until such time as the City has approved a Certificate of Substantial Completion for the Critical Project Components, and until such time as **Section 5.1(d)** has been satisfied which requires restriction of Bond Proceeds for construction of the Aquatic Center, any Certificate of Qualifying Project Costs may only include Project Costs of the Critical Project Components, together with Issuance Costs, capitalized interest, reserve funds and other financing transaction costs for GLDED Obligations.

(b) Payment or reimbursement of Qualifying Project Costs shall be subject to the following approval process:

(1) The Developer shall submit to the City a Certificate of Qualifying Project Costs in substantially the form attached as **Exhibit D** hereto. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost qualifies for reimbursement or payment pursuant to this Agreement.

(2) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Qualifying Project Costs. If the City determines that any cost identified as a Qualifying Project Cost is not a Qualifying Project Cost under this Agreement, the City shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Project Costs as Qualifying Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Qualifying Project Costs within 30 days of submission, the Certificate shall be deemed approved. The aggregate amount of Qualifying Project Costs included in all approved Certificates of Qualifying Project Costs shall not exceed the Maximum GLD Funding Amount.

(3) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Qualifying Project Cost under this Agreement has been incurred and paid by the Developer or will be paid from amounts available in the GLDED Program Fund or from the Project Fund upon approval of the Certificate of Qualifying Project Costs. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the GLDED Program Fund as provided in the Program Ordinance.

4.3. City's Obligations Limited to Special Allocation Account and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, Project Costs and Qualifying Project Costs shall be payable or reimbursable by the City with respect to the Project only from bond proceeds drawn from GLDED Obligations and Subordinate GLDED Obligations or deposited into Project Funds associated with GLDED Obligations and Subordinate GLDED Obligations, the Special Allocation Account

established in **Article VI** herein, amounts made available from the GLDED Program Fund for payment of Qualifying Project Costs, and from no other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of GLDED Obligations.

(a) The City and Developer agree that issuance of the GLDED Obligations is subject to and contingent on future actions by both the City and Developer, including, without limitation, satisfaction of the following conditions:

(1) the City shall select Bond Counsel, the Bond Trustee, the financial advisor and the underwriter or placement agent for any GLDED Obligations;

(2) a revenue consultant reasonably acceptable to the City shall have prepared a revenue study indicating the projected Available Revenues for use in connection with offering the bonds to the public through the underwriter;

(3) the City Council has authorized issuance of the GLDED Obligations by resolution, and has approved the Bond Indenture and any other applicable documents (including, without limitation, a continuing disclosure agreement and tax compliance agreement);

(4) no default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement;

(5) the Developer shall have provided evidence to the City's satisfaction that proceeds of the GLDED Obligations will be spent on Qualifying Project Costs within 3 years of the date of issuance of such GLDED Obligations, which evidence may include such items as Construction Plans, bidding conditions, building permits, estimates of cost, construction timelines, evidence of commitments to build the portion of the Project to be funded with the GLDED Obligations, and similar materials;

(6) the Developer shall have acquired the Property or otherwise obtained access to the Property to the City's satisfaction (*See Section 3.1)*;

(7) the final maturity of the GLDED Obligations may not exceed the expected termination date of the GLDED Program, which is currently June 1, 2054; and

(8) the City, in consultation with its financial advisor and any applicable underwriter or placement agent, determines that a reasonably prudent issuer of municipal securities would find that the then-current market conditions are sufficient to support the proposed issuance of GLDED Obligations, and the terms obtained in the market for issuance of GLDED Obligations is reasonably acceptable to the City.

(b) Notwithstanding the foregoing, the City and the Developer agree and acknowledge that additional conditions and restrictions on the issuance of GLDED Obligations and the use of proceeds from

the sale of GLDED Obligations may be included in the Bond Indenture, including, without limitation, (1) the use of other financing sources concurrently with the proceeds of GLDED Obligations to fund Project Costs, and (2) any use of the proceeds limited by the GLDED Act or applicable provisions of Federal tax law applicable to issuance of the GLDED Obligations with tax-exempt interest, based on advice of Bond Counsel.

(c) The City and Developer intend for the City to issue (A) GLDED Obligations as soon as practicable after the effective date of this Agreement in an amount reasonably expected to maximize the available Bond Proceeds, which shall be made available for the direct payment or reimbursement of Project Costs; and (B) additional GLDED Obligations as soon as reasonably practical, the timing of which shall take into consideration expected spend-down of proceeds from the initial issuance of GLDED Obligations, actual experience and projections with respect to State Revenues, and other similar factors, which issuance of GLDED Obligations will be used refund any principal amount of Subordinate GLDED Obligations then outstanding and unpaid (if any).

(d) The City and the Developer agree that Bond Proceeds of the GLDED Obligations, and/or revenue sufficient to fund future bond indenture, sufficient to fund $22,000,000 for the cost of the Aquatic Center portion of the Critical Project Components shall be designated and set aside with the Bond Trustee for such purposes before any proceeds of the GLDED Obligations are used to fund the cost of any other Critical Project Components. The City will not issue GLDED Obligations for costs of the Aquatic Center until plans and specifications have been received by the City identifying the total estimated cost of the facility which includes the Aquatic Center (to the City's reasonable satisfaction), and the City has received evidence to the City's satisfaction regarding commitments for funding the costs of such facility in accordance with such plans and specifications. The City understands that the Developer intends to enter into a subdevelopment agreement (or similar) with a third party who will be charged with the construction of the Aquatic Center.

(e) The City and the Developer shall cooperate, from time to time (and subject to the City's determination of acceptable market conditions in similar manner to (a)(8) above), to issue additional GLDED Obligations to (1) reimburse any remaining revenue-producing and eligible Qualifying Project Costs not paid from the proceeds of prior GLDED Obligations (but not to exceed the Maximum GLD Funding Amount and subject to the other limitations of this Agreement), (2) refund any previously issued GLDED Obligations to achieve interest cost savings, and (3) refund any principal amount of Subordinate GLDED Obligations which is outstanding and unpaid.

5.2. Subordinate GLDED Commitment.

(a) At the request of the Developer, after expenditure of substantially all of the Initial Project Funding Amount, the City shall issue Subordinate GLDED Obligations to the Developer, a Related Party or a Lender in a maximum drawable amount to equal $142,000,000 minus the Initial Project Funding Amount, whether expended or not. On the date the Subordinate GLDED Obligation is delivered to the Developer, it will have an outstanding principal balance of $0. Principal shall only be considered outstanding on such drawdown Subordinate GLDED Obligation upon approval of a Certificate of Qualifying Project Costs, and only to the extent of the dollar amount of such approved Qualifying Project Costs, all as provided in this Section 5.2. After delivery of the Subordinate GLDED Obligation to Developer, if additional funding from the Program Fund is advanced to pay Qualifying Project Costs or reimburse Developer for Qualifying Project Costs, the maximum drawable amount of the Subordinate GLDED Obligation will be reduced by an equal amount (consistent with the limitations on funding at the Maximum GLD Funding Amount and the other limitations provided in **Section 4.1** and **Section 4.2** herein).

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(b) Notwithstanding anything to the contrary contained herein:

(1) no Subordinate GLDED Obligations shall be issued unless the City approves the form of the applicable Bond Indenture for such Subordinate GLDED Obligations by resolution pursuant to the GLDED Act;

(2) the Subordinate GLED Obligations shall not bear interest and shall only reflect the amount owed to the holder for Qualifying Project Costs which have been approved and not otherwise paid to Developer from Bond Proceeds or other funds made available from the Program, subject to the restrictions of **Sections 4.1** and **4.2** herein;

(3) the Developer shall advance or cause to be advanced all Issuance Costs associated with the Subordinate GLDED Obligations;

(4) the undrawn principal amount of the Subordinate GLDED Obligations may be cancelled if this Agreement is terminated in whole or in part pursuant to **Section 7.1** or **Section 7.2,** meaning only principal amounts of Subordinate GLDED Obligations attributable to Certificates of Qualifying Project Costs which have been approved or deemed approved pursuant to this Agreement shall remain outstanding after any such termination;

(5) the Subordinate GLDED Obligations shall be issued as "draw down" obligations, and principal advances shall only be made as reimbursement for expenditures made by the Developer for Qualifying Project Costs. Principal amounts of Subordinate GLDED Obligations shall only be deemed drawn and outstanding in the amount of Qualifying Project Costs approved or deemed approved pursuant to this Agreement with respect to such Subordinate GLDED Obligations;

(6) The amount of draws on Subordinate GLDED Obligations shall be subject to the limitations provided in **Section 4.2(a)** and the approval process in **Section 4.2(b)**; and

(7) unless otherwise approved by the City, Subordinate GLDED Obligations may not be transferred to any entity other than the Developer, a Related Party or a Lender.

(c) Available Revenues may only be applied to the payment of principal of and interest on the Subordinate GLDED Obligations while GLDED Obligations are outstanding, if at all, to the extent provided in the Bond Indenture for the GLDED Obligations.

5.3. Cooperation in the Issuance and Administration of GLDED Obligations.

(a) If the City issues GLDED Obligations, the Developer covenants to cooperate and take all reasonable actions necessary to assist the City and Bond Counsel, underwriters and financial advisors in the preparation of securities offering documents, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the GLDED Obligations, including (1) disclosure of tenants and other operating businesses within the GLD and the non-financial terms of the leases and operating agreements between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Qualifying Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of GLDED Obligations. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases or other operating businesses within the GLD described above. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial

information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) Notwithstanding anything to the contrary contained herein, the City and the Developer acknowledge and agree that GLDED Obligations are expected to be issued in separate series payable from separate portions of the Available Revenues, with one series payable only from Existing State Revenues subject to the $5 million cap provided in Section 77-4413(2)(b)(ii); and one or more series payable from New State Revenues not subject to such cap.

5.4. City to Select Bond Counsel, Underwriter and Consultants; Term and Interest Rate. The City shall select Bond Counsel, underwriters, financial advisors and consultants as the City deems necessary for the issuance of the GLDED Obligations. The GLDED Obligations shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City, following consultation with the Developer, underwriters, financial advisors and consultants, shall reasonably determine in conformance with the terms of this Agreement. Subordinate GLDED Obligations shall bear interest at rate equal to (a) the rate indicated in **Section 5.2(b)(2),** or (b) if the interest on the Subordinate GLDED Obligations is determined to be excludable from gross income for federal income tax purposes by Bond Counsel, fifty (50) basis points lower than the rate indicated in **Section 5.2(b)(2)**.

5.5. No Other Obligations or Uses of Available Revenues.. Other than the GLDED Obligations, the City shall not take any actions or issue any other indebtedness or obligations secured by Available Revenues on a senior or parity basis with the Subordinate GLDED Obligations until the Subordinate GLDED Obligations have been satisfied.

ARTICLE VI

SPECIAL ALLOCATION ACCOUNT; COLLECTION AND USE OF REVENUES

6.1. Special Allocation Account. There is hereby created and established a *"Special Allocation Account"* in the City's GLDED Program Fund pursuant to the Program Ordinance, and within such account there may further be created and established subaccounts for New State Revenues, Existing State Revenues, and any other subaccount determined appropriate in connection with issuance of GLDED Obligations. Subject to the requirements of the GLDED Act, the City will, promptly upon receipt thereof, deposit all State Revenues received from the State to the Special Allocation Account. The State Revenues, together with any other amounts deposited to the Special Allocation Account by the City, are hereby pledged and encumbered for the purposes of this Agreement, and for payment of the GLDED Obligations and Subordinate GLDED Obligations as described herein and as provided for in the Bond Indenture and other documents governing the GLDED Obligations and Subordinate GLDED Obligations. The City shall take such actions as it deems reasonable to cause the Nebraska Department of Revenue to perform all duties required to be performed with respect to allocation of State Revenues to the City, and remittance of the same to the City, pursuant to Section 77-4413(2) of the GLDED Act. Notwithstanding the foregoing, for the purpose of easing administrative burdens, the City may, in its discretion, direct the State to transfer funds that would otherwise be deposited into the Special Allocation Account directly to the Bond Trustee for application as provided in the Bond Indenture.

(a) *Certificate of State Tax Revenues.* The City shall provide to the Developer a quarterly report, within 30 days after the end of each calendar quarter, which includes a certification of the total State Revenues received from the State and deposited to the Special Allocation Account.

(b) *Information Required for DED Reporting.* The City shall provide to the Developer information regarding building permits in the GLD to the extent publicly available and necessary for reporting by Developer to the Nebraska Department of Economic Development.

6.2. Application of Available Revenues.

(a) Available Revenues will be applied in the manner required by this Agreement, by the Bond Indenture, and by the Program Ordinance. The City shall deduct the applicable City Administrative Fee and any other amounts as provided in the Program Ordinance from Available Revenues on deposit in the Special Allocation Account prior to the transfer of any Available Revenues to the Bond Trustee pursuant to the Bond Indenture.

(b) Following the redemption and payment in full of the GLDED Obligations and Subordinate GLDED Obligations, the City may utilize any Available Revenues that are not needed to pay the GLDED Obligations or Subordinate GLDED Obligations to pay any other costs as permitted in the GLDED Act. Further, the City may pledge Available Revenues for other obligations while the GLDED Obligations and Subordinate GLDED Obligations are outstanding so long as any such pledge or encumbrance is subordinate and inferior to the pledge for payment of the GLDED Obligations and Subordinate GLDED Obligations as provided for and described in this Agreement, the Indenture, and any other documents governing the GLDED Obligations and Subordinate GLDED Obligations.

6.3. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall:

(1) use commercially reasonable efforts to require each retailer located in the GLD that has multiple business operations within the City to file a separate Nebraska Department of Revenue Form 10 for each location in order to separately identify and declare all sales taxes originating within the GLD;

(2) file the reports related to the GLD with the City as required by the Program Ordinance and the City's Municipal Code, and with the State Department of Economic Development as required by the GLDED Act and the Good Life Transformational Projects Act;

(3) use commercially reasonable efforts include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within the GLD, other than residential property or units, that states:

> **Good Life District Taxes:** [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are located in a Good Life District ("GLD") in the City of Grand Island, Nebraska (the "City") and that a portion of the State sales taxes generated by [*Tenant/Purchaser/Transferee*]'s retail sales activities will be applied toward the costs of improvements in the GLD. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City monthly or quarterly, as applicable, sales tax information in a form substantially similar to the sales tax returns filed with the Nebraska Department of Revenue for its property located in the GLD. Sales tax

confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer' obligation as set forth above; and

(4) use commercially reasonable efforts to include a provision in every contract, subcontract, or other arrangement which includes the supply of materials for the Work that the party to such agreement shall deliver or cause to be delivered by any vendor such materials to a location in the GLD for purposes of reporting taxable sales of such materials, and that such party and any such vendor will report the sales of such materials as sourced to the GLD in Form 10 to the Nebraska Department of Revenue, to the extent sale of such materials is subject to Nebraska sales tax.

(b) The Developer hereby acknowledges and agrees that the City is currently prohibited from reporting any specifics regarding tax revenues generated within the GLD and, therefore, unable to provide any detail regarding amounts remitted to the City by the State.

6.4. Obligation to Report Available Revenues . Any purchaser or transferee of the Property, and any lessee or other user of the Property required to report taxable sales sourced to the GLD, shall use commercially reasonable efforts to timely furnish such documentation as is required by **Section 6.3**. So long as any GLDED Obligations or Subordinate GLDED Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.5. Other GLDED Program Revenues . The City and Developer acknowledge that the Developer may request the City consider instituting the Occupation Tax on all taxable sales occurring within the boundaries of the Property, also known as Veteran's Village, pursuant to the GLDED Program. In the event this request is granted by Council in the future, the revenues from any such Occupation Tax shall be deposited to the GLDED Program Fund and applied to pay "eligible costs" as permitted by the Program Ordinance. The revenues from any such Occupation Tax shall not be deposited to the Special Allocation Account in the Program Fund or otherwise used to pay the GLDED Obligations or Subordinate GLDED Obligations.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination. The Developer may abandon the Work and terminate this Agreement and the Developer's obligations hereunder (except as may expressly survive termination) if the Developer shows, and the City agrees, that the Project is no longer economically feasible.

7.2. City's Right of Termination. The City may terminate this Agreement at any time if the Developer defaults or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7**), or materially breaches any representation or warranty contained in **Section 8.2**.

7.3. Results of Termination. If this Agreement is terminated in whole or in part pursuant to **Section 7.1** or **Section 7.2**, then the following provision shall apply, which provisions shall survive termination of this Agreement: the City shall have no further obligation to approve any additional Certificate of Qualifying Project Costs pursuant to this Agreement, or approve any additional draw on GLDED Obligations or on Subordinate GLDED Obligations (however, any previously issued GLDED Obligations and any principal amount of Subordinate GLDED Obligations which have been drawn will remain outstanding and payable from Available Revenues as provided in the Bond Indenture);

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder (except as expressly stated in this Agreement), shall terminate and shall become null and void on that date which is the earliest of (a) the final maturity date of all GLDED Obligations and Subordinate GLDED Obligations, (b) the payment of all Qualifying Project Costs and the retirement in full of all GLDED Obligations and Subordinate GLDED Obligations, or (c) a termination of this Agreement pursuant to **Section 7.1** or **7.2**.

7.5. Successors and Assigns; Limitations on Transfer.

(a) *Successor and Assigns.*

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing and subject to subpart (3) below, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after development of the Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement).

(b) *Nonrevenue Producing Use.* The Developer shall not, and Developer shall not permit any Related Party, to sell, transfer, lease or otherwise allow the use of any property in the GLD owned or controlled by the Developer or a Related Party to an organization or entity which is not expected to use such portion of the Property to generate State Revenues for the GLDED Program through the use of such portion of the Property in the operation of one or more businesses, unless (a) such property is zoned and restricted by covenant for residential use or mixed use with all commercial components being revenue generating, (b) Developer has obtained the prior written consent of the City, (c) all Qualifying Project Costs have been paid (including GLDED Obligations and Subordinate GLDED Obligations issued to finance such Qualifying Project Costs), or (d) such property is or will be governmentally owned, public utility owned, or publicly dedicated. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement. The Developer shall record a deed restriction, in form acceptable to the City Attorney, evidencing the requirements of this subsection.

7.6. Remedies. Except for events specifically designated as termination events, in the case of default in or breach of any material term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion). If

such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the City or Bond Trustee(s) may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement. The Developer shall be limited in remedy to actions necessary to remedy uncured breaches which may require injunctive relief should the City take action which compromises its commitment to pledge revenue as required within this Agreement and to actions such as mandamus actions necessary to compel the City to deliver reimbursement of qualified project costs from available revenue within 90 days of qualification of said eligible project cost unless the City has provided notice that disbursement is delayed or denied due to unavailability of revenue or represents a nonrevenue producing cost in excess of the funds available for said expenses as set forth in this Agreement.

7.7. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war or globally significant hostilities involving deployment of U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental or public utility entity necessary for the Developer to proceed with construction of the applicable portion of the Work (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in **Section 3.2** of this Agreement); supply chain disruption or scarcity of materials that result in suspension of work at the Project; natural disasters and declared federal, state or local emergencies which result in the suspension of work at the Project; spread of disease or other public health issues resulting in a government-imposed suspension of work at the Project; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any litigation or judicial proceeding, court order or judgment resulting from any litigation affecting the validity of the GLD, the GLDED Program, the Project, the GLDED Obligations, or this Agreement. Notwithstanding the foregoing, the parties agree that Developer's financial conditions, lender restrictions, lack of tenant interest, lower than expected or incomplete remittances of State Revenues, lower than expected Occupation Tax Revenues, and similar conditions or events do not and will not constitute events of force majeure hereunder. The parties further agree that, to the best of their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards (including, without limitation, ordering of materials with appropriate lead times), (2) as to any matter unreasonably sustained by the Developer, and (3)(i) unless the Developer uses good faith efforts to provide the City Administrator with a written notice within 30 days of the applicable Developer's knowledge of the commencement of such claimed event specifying the event of force majeure, or (ii) the Developer demonstrates to the City Administrator's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure.

7.8. Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone):

(a) If to the City:

City of Grand Island
100 East First Street
Grand Island, Nebraska 68802
Attention: City Administrator

with copies to:

City of Grand Island
100 East First Street
Grand Island, Nebraska 68802
Attention: City Attorney
and

Gilmore & Bell, P.C.
2120 South 72nd Street, Suite 1000
Omaha, Nebraska 68124
Attention: Michael Rogers

(b) If to the Developer:

Woodsonia Real Estate, Inc
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

Attention:

with a copy to:

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Conflict of Interest. No member of the City Council, the Mayor, or portion of the City's administrative departments who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the GLD, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation, partnership or other entity in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Attorney for evaluation of such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.10. Insurance; Damage or Destruction of Project.

(a) The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any GLDED Obligations and Subordinate

GLDED Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(1) Commercial liability insurance with coverages of not less than $1,000,000; and

(2) Workers' Compensation insurance, with statutorily required coverage.

(3) Property Insurance in an amount sufficient to cover replacement cost of all structures for which all, or part, of the cost of construction has been submitted as a Qualified Project Cost.

(b) The policies of insurance required pursuant to clause (1) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (1) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than ten (10) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of Grand Island is an additional insured on a primary and non-contributory basis."

(c) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.11. Inspection. The City may conduct such periodic inspections of the Work as may be authorized in the Municipal Code or other provisions of law, regulation or ordinance. In addition, the Developer shall allow other authorized representatives of the City access to the site from time to time upon reasonable advance notice for inspection of the portions of the Critical Project Components which are to be publicly dedicated or otherwise owned by the City. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of their respective portions of the Work as the City determines is reasonable and necessary to verify the applicable Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the Project of the contractor's obligations under the Municipal Code regarding permits and inspections.

7.12. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the District Court of Hall County, Nebraska. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.13. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.14. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.16. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.17. Actions Contesting the Validity and Enforceability of the GLDED Program.

(a) If a third party who is not affiliated in any way with the Developer, its contractors, its assigns, or its successors in interest, brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the GLDED Program, the Project, the GLDED Obligations, the Subordinate GLDED Obligations or this Agreement, the Developer may, at their option, pay all legal expenses incurred by the City in facilitation of defense of the causes of action listed above but shall not be entitled to select counsel on behalf of the City. Developer may, at their own discretion, seek participation in said cause of action as may be permitted by law or court order. In the event Developer opts to jointly participate in any litigation, they may not settle or compromise any claim or action without the prior approval of the City. Developer agrees that any legal expenses arising out of this section incurred by the City that are not paid by the Developer are costs that may be paid from administrative charges against the Program Fund (as permitted by the Program Ordinance), under the provisions in the Bond Indenture for extraordinary costs, or from Subordinate GLDED Obligations. All costs of any such defense, whether incurred by the City, or the Developer(s) with consent of the City, shall be deemed to be Qualifying Project Costs and reimbursable from any amounts in the Special Allocation Account, subject to **Article IV** hereof. Nothing in this Agreement shall constitute an obligation by the City to defend the validity or legality of the GLDED Program, the Project, the GLDED Obligations, the Subordinate GLDED Obligations, or this Agreement if challenged by a third party.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.18(b)**, the Developer must fund those expenses and may not consider those a Qualified Project Cost. In the event Developer defaults on its indemnification obligations, the City may fund all costs of litigation as a Qualified Project Cost from the Subordinate GLDED Obligation or may seek other remedy allowed by law.

7.18. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the GLDED Act, or any resolution or ordinance adopted in connection with either the GLDED Act, this Agreement or the GLDED Program, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the Property, or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the GLDED Program, the Project, the Approved Site Plans, the Work or the Property. The Developer hereby acknowledges and agrees that (i) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations,

promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (ii) no official, employee or representative of the City shall be personally or professionally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from the construction of the Work, including but not limited to Developer's compliance with all laws, rules, or regulations (as applicable), location of hazardous wastes, hazardous materials or other environmental contaminants on the Property and the design and development of the Project;

(2) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors, successors in interest, or assigns; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Property.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the gross negligence or willful misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors.

(c) The releases and indemnifications contained in this Section shall survive termination, assignment, or expiration of this Agreement, but nothing in this Agreement (including **Section 7.19**) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur in whole after the termination of this Agreement.

7.19. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: **Sections 7.5, 7.10, 7.11, 7.12, 7.16, 7.17, 7.18, 7.20, 7.23, & 7.24**

7.20. Maintenance of the Property. The Developer shall keep the Project in a clean, sightly and healthy condition, and in good repair, consistent with the description of the Project in **Section 3.10**. The Developer shall promptly repair any damage, excessive wear and tear, or decay on the Project while under the control of Developer or a Related Party consistent therewith, and provide for regular maintenance therefor, including but not limited to mowing, landscaping, snow removal, litter cleanup, waste removal, and the like. The Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.21. Enforcement of Agreement. In the event an action is brought to enforce this Agreement, subject to the limitations contained herein, the Developer further waives any claim that the City must post bond or other security to obtain such relief. In the event a court finds against the Developer in any action, in whole or in part, the Developer shall pay to the City all ascertainable damages, including costs and reasonable attorneys' fees sustained by the City by reason of the breach or threatened breach of this Agreement.

7.22. Recording of Agreement. The Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of Hall County, Nebraska. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of Hall County. Upon transfer of any residential lot to individual homeowners, the City will, at the expense and request of the Developer, join with the Developer to execute and record a partial termination for each such residential lot in the real estate records of Hall County.

7.23. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.24. No Third-Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* To the best of the City's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents.* No additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

8.2. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation.* No litigation, proceedings or investigations are pending or, to the Developer's actual knowledge, threatened against the Developer, any Related Party, or any member of the Developer, with respect to the Project or against the Project. In addition, no litigation, proceedings or investigations are pending or, to the Developer's actual knowledge, threatened against the Developer, any Related Party, or any member of the Developer, seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer, any Related Party, or any member of the Developer, to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, any Related Party, or any member of the Developer, of the terms and provisions of this Agreement, other than as disclosed in writing to the City prior to the date of this Agreement.

(c) *Governmental or Corporate Consents.* To the Developer's actual knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

(d) *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument related to the Developer's ability to perform pursuant to this Agreement to which the Developer is a party or by which the Developer is or may be bound.

(e) *Compliance with Laws.* With respect to its ability to perform pursuant to this Agreement, the Developer is, to Developer's actual knowledge, in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(f) *Accuracy of Project Data.* The Developer has provided certain financial and other information regarding the Project (the ***"Project Data"***) to the City and its consultants. The parties agree that project costs, project rents and other financial information included within the Project Data have changed and will further change as the Project evolves from concept to completion, and such changes may be material. Accordingly, the Developer cannot and will not make any representation that the Project Data previously provided is currently true and accurate. Nevertheless, the Developer represents that (1) the most recently supplied Project Data was, to Developer's actual knowledge, information and belief, developed and provided in good faith and includes a good faith representation of the Developer's estimate of anticipated development costs and (2) to Developer's actual knowledge, information and belief, the Concept Site Plan attached as **Exhibit B** hereto is a good faith representation of the uses for identified therein.

(g) *Related Party*. Developer hereby represents, covenants and agrees that Developer is a Related Party to Woodsonia Real Estate, Inc., and acknowledges that this Agreement is being made with Developer rather than Woodsonia Real Estate, Inc., solely on the basis of such representation. Any inaccuracy contained in the representation in this subsection (g) shall be a material misrepresentation for purposes of this Agreement.

8.3. Contractual Liability Insurance & Performance Bond.

(a) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney) that the insurance policy referenced in **Section 7.10(a)(1)** or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

(b) Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with paragraph (a). The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

(c) The City reserves the right to require the posting of a performance bond before, or contemporaneous to, any approval of Qualifying Project Costs which do not represent full completion of the improvement for which payment is sought. The Developer shall deliver to the City proof of ability to obtain a performance bond for all Critical Project Components within 90 days of this Agreement and will provide renewed proof of ability to obtain said bond at least once every 180 days until all Critical Project Components have been completed.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF GRAND ISLAND, NEBRASKA

By: Roger Steele
Roger Steele, Mayor

(SEAL)

ATTEST:

Jill Granere
City Clerk

STATE OF NEBRASKA)
) **SS**
COUNTY OF HALL)

On this 24th day of June, 2026, before me appeared **ROGER STEELE**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF GRAND ISLAND, NEBRASKA**, a first-class city and political subdivision of the State of Nebraska.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

GENERAL NOTARY - State of Nebraska
SONYA CISNEROS
My Comm. Exp. January 18, 2028

Sonya Cisneros
Notary Public

(SEAL)

My Commission Expires: January 18, 2028

WOODSONIA REAL ESTATE, INC

By: _____
Name:
Its: Manager

STATE OF NEBRASKA)
) **SS**
COUNTY OF DOUGLAS)

On this ___ day of _____, 2026, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Manager of **Woodsonia Real Estate, Inc**, a Nebraska limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

EXHIBIT A-1

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Legal Description of Developer Property

(to be added by the City after survey)

Legal Description of City Property

(to be added by the City after survey)

EXHIBIT A-2
DESCRIPTION OF PROJECT

Critical Project Components

Site Work

Developer will oversee the design and construction of, and complete all of the following work in accordance with Grand Island Public Works Standards and consistent with the Concept Site Plan:

1. Mass site grading / Eagle Scout Lake Expansion / Landscaping / site clean up
2. Public roads, sanitary sewer, storm sewer, power, gas, electricity
3. At least 2-miles of walking trail expansions, connected to existing City trail infrastructure.
4. Amphitheater
5. Public fishing pier
6. Pedestrian bridge
7. Site work for the Aquatics Center / Relocation of soccer fields / Amphitheater parking lot

Site work illustrated below:



Sports Complex

Developer will oversee the design and construction of, and complete the state-of-the-art Sports Complex, which shall include the Key Indoor components and Key Outdoor components described below, consistent with the Concept Site Plan and the Architectural Renderings presented to City Council on June 2, 2026.

A. Key Indoor components (Approximately 165,000 square feet of finished space):

1. 16 volleyball courts
2. 8 basketball courts
3. Concessions / meeting rooms / seating / bathroom facilities
4. Parking facilities
5. 8 Pickleball Courts
6. 25,000 SF Indoor Turf

B. Key Outdoor components:

1. Artificial turf multi-sport fields, including full size baseball, softball, soccer, football, lacrosse, and field training facilities.
2. Paved parking facilities
3. Bathroom and concession facilities

Aquatic Center

Not less than $22,000,000 in Bond Proceeds from first issuance of GLDED Obligations shall be reserved for construction of an Aquatic Center which includes the following elements, and which may be completed by assignment to another entity and which may either be a stand alone facility or affixed to another facility owned or constructed by the Developer or their assigns :

Key indoor components:

1. 10 Lane / 25-yard competitive pool
2. Diving well to accommodate two diving boards
3. Concessions / meeting rooms / entry area / bathroom / locker room facilities
4. Seating Capacity for minimum 400 spectators
5. Warm water therapy pool with zero entry
6. 1 jacuzzi

7. 1 party room

8. All required mechanical equipment etc.

School Ground

Developer will convey the fully improved School Ground identified on the Concept Site Plan to or for the benefit of Grand Island Public Schools to be +/- 11 acres.

Construction and Delivery

1. All infrastructure improvements shall be designed and constructed to specifications for full buildout of all phases of the Project as generally indicated in the Concept Site Plan and shall meet the standards required for acceptance as public infrastructure. The City Engineer shall retain all authority to provide this certification.
2. At no point shall the City's existing sports complex facilities at Veteran's Village be decommissioned, substantially disrupted, or be made unavailable between May 1 through October 1 of any year unless and until replacement facilities have been placed in service to the City's reasonable satisfaction.
3. Developer will at all times convey temporary easements, permanent easements, and right-of-way as may be necessary to facilitate the construction and acceptance of public infrastructure, utility services, or other public works necessities.

Other Private Improvements (Not Critical)

The "Other Private Improvements" shall mean the improvements labeled "Other Private Improvements" on the Concept Site Plan. These shall include proposed subordinate obligation improvements like commercial, retail, mixed-use, multi-family housing, single-family housing, and other revenue producing development.

EXHIBIT B

CONCEPT SITE PLAN





EXHIBIT C

PROPOSED FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, _____ (the "Developer"), pursuant to that certain Agreement dated as of _____, 2026, between the City of Grand Island, Nebraska (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of _____, 20___, the _____ portion of the Work (as such term is defined in the Agreement) identified in the Agreement has been substantially completed in accordance with the Agreement.

2. Such portion of the Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement) and, if including public infrastructure, has been certified by the City Engineer as meeting the criteria needed for public acceptance.

3. Lien waivers for such portion of the Work have been obtained.

4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that such portion of the Work has been substantially completed in accordance with the Construction Plans and the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the portion of the Work identified above.

6. The City's acceptance shall evidence the satisfaction of the Developer's agreements and covenants to perform the portion of the Work identified above. In the event the City fails to respond or to object in writing to this proposed Certificate within 45 days of the date of delivery to the City, the Developer may petition City Council for final determination of Certification.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[signature blocks to be added prior to use]

EXHIBIT D

PROPOSED FORM OF CERTIFICATE OF QUALIFYING PROJECT COSTS

Certificate of Qualifying Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of _____, 2026, (the "*Agreement*") between the City of Grand Island, Nebraska (the "*City*") and Woodsonia GI GLD, LLC, a Nebraska limited liability company (the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Qualifying Project Cost, was incurred in connection with the design, development, or construction of the Project, and the conditions of Section 4.2(a) of the Agreement have been satisfied for the portions of the Project included on Schedule 1 prior to the submission of this Certificate. All substantiating documentation has been provided as an attachment to Schedule 1. Each item listed on **Schedule 1** has been designated as "Revenue Producing" or "Non-Revenue Producing" and documentation substantiating the same has been provided.

2. These Qualifying Project Costs have been paid by or have been caused to have been paid by the Developer if submitted for reimbursement, or are currently payable, under the Program Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from the GLDED Program Fund, from any Project Fund established pursuant to the Bond Indenture, from any other government issued or backed grant, loan, bond, or tax increment financing, or from Subordinate GLDED Obligations, or from any other entity other than Developer or their assigns, and no part thereof has been included in any other Certificate of Qualifying Project Costs previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Approved Site Plans, the Construction Plans, and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute an "eligible cost" within the meaning of the GLDED Act, the Program Ordinance, and the Agreement, the Developer shall have the right to substitute other eligible Qualifying Project Costs for payment hereunder. If any cost item to be reimbursed under this Certificate is, or is deemed to be, a non-revenue producing cost, and no funds are presently available to disburse for said expense, Developer shall have the right to request the item be held for future reimbursement should funds become available within 180 days.

8. The Developer is not in material default or breach of any term or condition of the Agreement.

[signature blocks to be added prior to use]

EXHIBIT E

ARCHITECTURAL RENDERINGS

(Provided to the Grand Island City Council on June 2, 2026)
A copy of the renderings provided to Council on June 2, 2026 to be attached prior to final execution.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 9.b.

Subject: Potential Action related to Reauthorization, Amendment, or Rescission of Resolution 2026-177 in response to Presentation made by Woodsonia prior to this item.

Staff Contact: Kari Fisk

BACKGROUND: On June 23, 2026 the Grand Island City Council authorized Resolution 2026-177 (A Resolution of the Mayor and City Council of the City of Grand Island, Nebraska, to Approve a Good Life District Agreement with Woodsonia Real Estate Inc and/or Related Party Woodsonia GI GLD, LLC, Regarding Funding from the City's Good Life District Economic Development Program). This resolution authorized the execution of a Good Life District Agreement which served to pledge up to $142,000,000 in Good Life District Revenues towards proposed development upon a parcel now commonly referred to as 'Veteran's Village'. The resolution is attached to this agenda item for reference.

On July 7th, 2026 members of City Staff received feedback from Mr. Seacrest providing substantial amendments to the agreement authorized in Resolution 2026-177 with significant deviations from positions expressed to City Council on June 2, 2026. Mr. Seacrest is set to present Woodsonia's response to the Good Life District Agreement authorized by Resolution 2026-177 immediately preceding this agenda item.

DISCUSSION: Mayor Steele has requested Council be provided with the opportunity to take action(s) in response to presentation by Woodsonia.

Actions must be properly noticed under the Open Meetings Act and, as potential decisions to be made by Council are difficult to ascertain, the following potential options are being noticed.

Council may elect to act to amend Resolution 2026-177 to add a specific deadline for acceptance or rejection as presented.

Council may elect to act to rescind Resolution 2026-177 and terminate ongoing negotiations towards the subject Good Life District Agreement.

Council may elect to act to amend Resolution 2026-177 to rescind the Mayor's authority to

execute the Good Life District Agreement authorized by said resolution.

Council may elect to act to amend Resolution 2026-177 to temporarily rescind the Mayor's authority to execute the Good Life District Agreement authorized by said resolution until such time as further amendments to the Good Life District Agreement can be made and authorized by Council.

FISCAL IMPACT: As noted in the prior agenda item, fiscal impact is unclear. In the event Council chooses to move forward with the Good Life District Agreement in its present or an amended form, total fiscal impact could exceed $250 million plus any private funds that may be provided by the Developer. This may include $14M in cash; requested commitments of Good Life District Revenue ($142M+ in net proceeds); a 2.0%-2.5% occupation tax; $90M in TIF/CID; and an additional requested CID tax levy of $1.50 per $1,000 in valuation on all property at Veteran's Village. Additional fiscal impact associated with costs such as consultants, financing expenses, staff, liability, insurance and other fiscal impacts are unknown at this time or are difficult to quantify.

ALTERNATIVES: Alternatives are outlined in the Discussion Section and may include the noticed options and any other motions reasonably related to the notice provided herein.

RECOMMENDATION: The Mayor has requested City Administration make no recommendations. The City Attorney recommends Council ensure any motion made is within the notice restrictions required by the Open Meetings Act.

SAMPLE MOTION: Sample Motions are outlined in the Discussion Section and may include the noticed options and any other motions reasonably related to the notice provided herein.

ATTACHMENTS:
1. Resolution 2026-177

RESOLUTION NO. 2026-177

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, TO APPROVE A GOOD LIFE DISTRICT AGREEMENT WITH WOODSONIA REAL ESTATE INC AND/OR RELATED PARTY WOODSONIA GI GLD, LLC, REGARDING FUNDING FROM THE CITY'S GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM

BE IT RESOLVED by the City Council of the City of Grand Island, Nebraska:

Section 1. The City Council (the **"Council"**) of the City of Grand Island, Nebraska, (the **"City"**) hereby finds and determines as follows:

(a) On December 19, 2023, the Council adopted Resolution 2023-329 wherein the City stated its intent to be an active participant in the Good Life District proposal as outlined by representatives from Woodsonia Real Estate, Inc., (**"Woodsonia RE"**), to Council, which is available for viewing in the City Clerk's Office and is incorporated herein by this reference (the **"Original Proposal"**).

(b) On June 5, 2024, the Nebraska Department of Economic Development (the **"DED"**) approved a State Good Life Transformational Project Application (the **"State GLD Application"**) presented by Woodsonia RE for approval of a Good Life District which included, among other real estate, Veteran's Village in the City.

(c) On August 13, 2024, voters of the City authorized the City to establish a Good Life District Economic Development Program (the **"Program"**), which was adopted by the City by and through Ordinance 9938 and was effective September 3, 2024.

(d) The property included in the Master Plan adopted by the Grand Island City Council (hereinafter referred to as **"Council"**) on February 11, 2025 (hereinafter referred to as **"Veteran's Village"**), includes approximately 225 acres of real estate. This property is all within the boundaries of the Good Life District Program Area as set forth in Grand Island City Code Chapter 38, Article II, Section 1, and is bounded on the south by the BNSF Railroad line and on the north by Airport Road/Highway 281. The property is currently owned and controlled by the City, subject to existing easements and restrictions of record and is in part under active lease(s) with farm tenants.

(e) Woodsonia GI GLD, LLC, has made representations to the City that it is a Related Person (as defined in Article 38-II of City Code) to Woodsonia RE, (and together with Woodsonia RE herein referred to as the **"Developer"**) which has made application to the City for good life district incentives under the Program (the **"Good Life Incentive Proposal"**). The Good Life Incentive Proposal requests incentives to construct elements of the improvements at Veteran's Village which generally includes an indoor sports complex element, multi-purpose all turf outdoor fields, an aquatic center, public infrastructure improvements, multi-family and single-family housing, and commercial property, all as more fully described in the Agreement defined below (the **"Project"**).

(f) The Good Life Incentive Proposal was originally processed in accordance with Section 38-19 of Grand Island City Code, but has since been handled outside of said process at the request of the Developer. The City Council, having consented to the alternative procedures, authorizes modified proposals and materials submitted to the City Council on June 2nd, 2026 to be incorporated into the application process in order to facilitate progress towards said incentives, subject to the supplementation required in the

"Agreement". At the conclusion of the June 2nd, 2026 study session of Council direction was given to memorialize the proposed agreement with respect to incentives from the Program. These proposals have been memorialized in a Good Life District Agreement, the form of which is presented with this resolution (the **"Agreement"**).

(g) It is appropriate and necessary for the City to enter into the Agreement for the purpose of memorializing the agreements between the City and Developer with respect to the matters described therein pursuant to Section 77-4412, R.R.S. Neb., as amended.

Section 2. The Agreement, in the form presented herewith, is hereby authorized and approved in all respects, together with such changes and modifications as the Mayor deems necessary, desirable or appropriate in the finalization thereof for execution.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City. The Mayor, City Administrator, City Attorney, and their respective designees, are authorized and directed to engage with the City's advisors and bond counsel in connection with issuance of bonds payable from the Program all as contemplated and described in the Agreement, and to take such other actions as determined necessary or appropriate to carry out the intent of the City as provided in the Agreement.

PASSED AND APPROVED THIS 23RD DAY OF JUNE, 2026.

CITY OF GRAND ISLAND, NEBRASKA

Roger G. Steele

Mayor

ATTEST:

Jill Granere

City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 14, 2026

Item #: 9.c.

Subject: Closed Session to Receive Update on Pending Litigation and to Authorize the Execution of a Proposed Settlement of a Regulatory Matter.

Staff Contact: Kari Fisk, City Attorney

BACKGROUND: The Nebraska Open Meetings Act permits the City Council to hold a closed session by an affirmative vote of the majority of its voting members if a closed session is clearly necessary for the protection of the public interest (See 84-1410). Reasons for closed session include, but are not limited to, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body. In certain circumstances the matters which may be addressed in an open meeting may be further limited by laws, rules, regulations, or orders of various State, Federal, or Court authorities (See 84-1408).

DISCUSSION: The City Attorney will provide status updates regarding a matter of litigation against the City.

The City Attorney will provide updates about pending regulatory compliance matters and will update council on proposed resolutions including seeking the authority for officials to execute any documents necessary to do the same.

FISCAL IMPACT: No fiscal impact is associated with litigation updates, at this time. If regulatory settlement authority is accepted by the applicable authorities fiscal impact would be defined at time of payment of claim.

ALTERNATIVES: *For Closed Session:*

- Move to go into closed session.

After Closed Session:

- Move to authorize the execution of proposed settlement documents by designated City official(s).

RECOMMENDATION: It is recommended that the City Council go into closed session to receive litigation updates and that the Council grant authority to City Officials to execute proposed settlement of regulatory matters.

SAMPLE MOTION: *For Closed Session:*
Move to go into closed session.

After Closed Session:

Move to authorize the execution of proposed settlement documents by designated City official(s).