Meeting Agenda of City Council Regular Meeting
Council Chambers
100 E First Street
July 28, 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. **BOARD OF EQUALIZATION**

   a. #2026-BE-1 - Consideration of Determining Re-establishment of Tap Fees for Subdivided Lots in Sanitary Sewer District No. 530T

7. **PRESENTATIONS AND PROCLAMATIONS**

   a. All American City Presentation
   b. State Fair Presentation

8. **CONSENT AGENDA**

   a. Approving Minutes of the July 7, 2026 City Council Study Session (Budget)
   b. Approving Minutes of the July 14, 2026 City Council Regular Meeting
   c. Approving Minutes of the July 20, 2026 Central District Health Department Joint Meeting

d. Approving Payment of Claims for the Period of July 15, 2026 through July 28, 2026 in the total amount of $6,580,215.11

e. Approving Appointment to the Public Art Commission

f. Approving Re-Appointment to the Tree Board

g. #2026-194 - Approving Agreement for the Nebraska Public Transportation Assistance Program for FY 2027

h. 2026-195 - Approving Temporary Construction Easement for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (TBARE Holdings, LLC)

i. #2026-196 - Approving Award of Professional Engineering Consulting Services for Floodplain/Floodway Remapping for Moores Creek Eastern Tributary Along Broadwell Avenue from Capital Avenue to North US Highway 281

j. #2026-197 - Approving PGS Coal Combustion Residual (CCR) Groundwater Services - Task 30

k. #2026-198 - Approving PECO LLC Micro-TIF Application (Expedited Plan) for CRA Area 1 - 410 W. Koenig Street

l. #2026-199 - Approving Purchase of Arena Lighting for Big Iron Events Center (formerly Heartland Event Center)

m. #2026-200 - Approving 2025 Emergency Management Performance Grant (EMPG) Approval

n. #2026-201 - Approving State Fair Emergency Fire and Medical Service Agreement

9. 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 Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (TBARE Holdings, LLC)

#2026-202 - Approving Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (TBARE Holdings, LLC)

10. RESOLUTIONS

a. #2026-203 - Consideration of Approving Re-established Tap Fees for Subdivided Lots in Sanitary Sewer District No. 530T

b. #2026-204 - Approving Update to Resolution No. 2018-240; Designated Truck Routes within the City of Grand Island

c. #2026-205 - Approving FY2026-2027 Annual Budget for Fonner Park Business

Improvement District and setting Date for Board of Equalization

11. ORDINANCES

a. #10,083 - Consideration of Amendments to Grand Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

12. OTHER ITEMS

a. #2026-206 - Resolution to Offer Certain Real Property Known as Veterans Village for Sale

b. ORDINANCE NO 10,084 AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE II, SECTIONS 14 “DEFINITIONS” AND SECTION 16 “GOOD LIFE DISTRICT OCCUPATION TAX”, A PROVISION OF THE CITY OF GRAND ISLAND’S A GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM TO CREATE AN ADDITIONAL GOOD LIFE DISTRICT OCCUPATION TAX OVER PORTIONS OF THE GOOD LIFE DISTRICT PROGRAM AREA AS DEFINED THEREIN AND TO PROVIDE FOR PUBLICATION AND AN EFFECTIVE DATE OF THIS ORDINANCE.

13. ADJOURNMENT

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 6.a.

Subject: #2026-BE-1 - Consideration of Determining Re-establishment of Tap Fees for Subdivided Lots in Sanitary Sewer District No. 530T

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

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BACKGROUND: Sanitary Sewer District No. 530T was built in 2016 to support sanitary sewer extension south along US Highway 281 past Interstate 80. The district was done as a connection fee (tap) district which is the City's standard method of installing mains in undeveloped areas. Customers are not charged for the cost of the infrastructure until they "tap" the main for service.

Upon completion of the construction work, the Council sits as a Board of Equalization to establish the fees for each property within the district's boundary. The BOE for Sanitary Sewer District No. 530T was held on December 27, 2016. At that time, the majority of the properties in the district consisted on large tracts of land that were rural in nature. Subdivided developments were only in the planning stages.

Several parcels have been re-platted, which necessitates the need to re-establish the appropriate connection fees.

On June 23, 2026, via Resolution No. 2026-164, City Council approved the Board of Equalization to reconvene to determine benefits and set assessments for parcels that have been re-platted in Sanitary Sewer District No. 530T.

DISCUSSION: Sanitary Sewer District No. 530T was created by City Council on December 6, 2011 through Ordinance No. 9348 to support sanitary sewer extension south along Highway 281 past Interstate 80. Work on this sanitary sewer district was completed at a construction price of $1,764,656.49 and additional costs of $974,581.72, for a total district cost of $2,739,238.21.

Based on the re-platted parcels the updated tap fee calculations are shown on the attached resolution.

A tap (connection) fee in the amount of the benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by the attached resolution shall be connected to the sanitary sewer main until the connection fee is paid.

FISCAL IMPACT: Revenue to 53030001-74122.

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

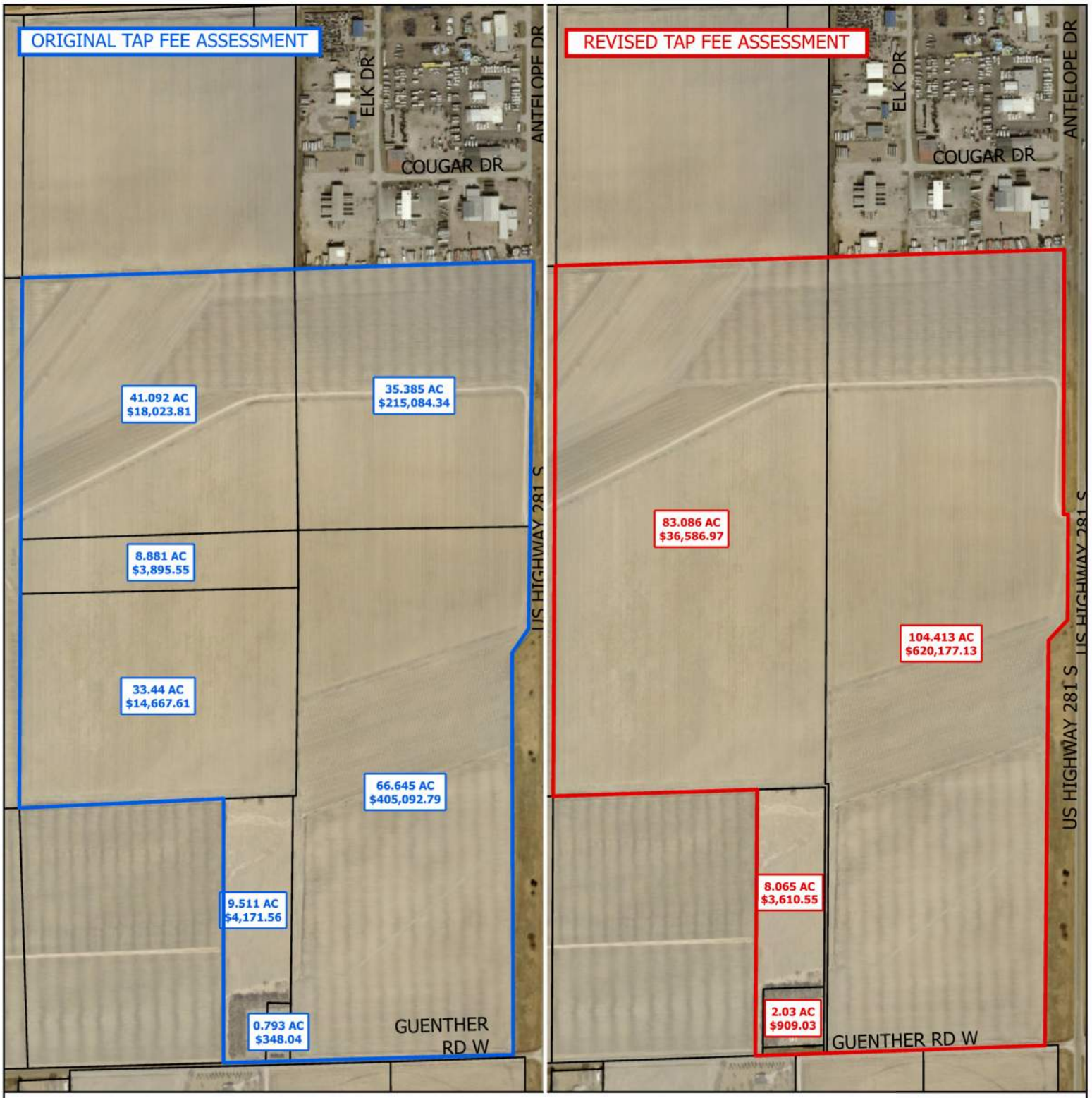
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

RECOMMENDATION: Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and approve a Resolution to levy a Special Tap Fee to individual properties.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Exhibit
2. Mailing Affidavit
3. Resolution

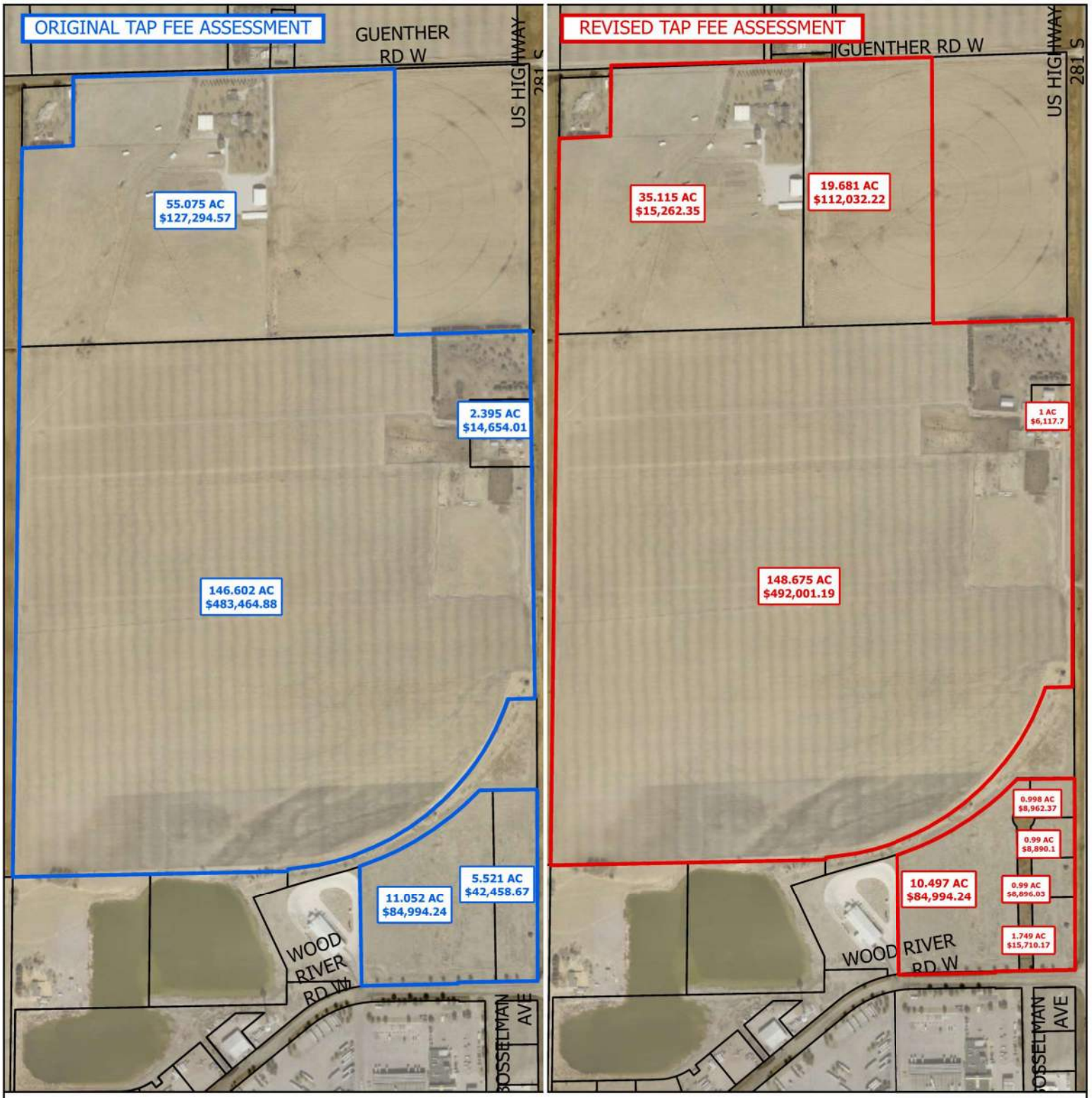




530T TAP FEE REDISTRIBUTION

Sanitary Sewer District 530T
Grand Island, Nebraska

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

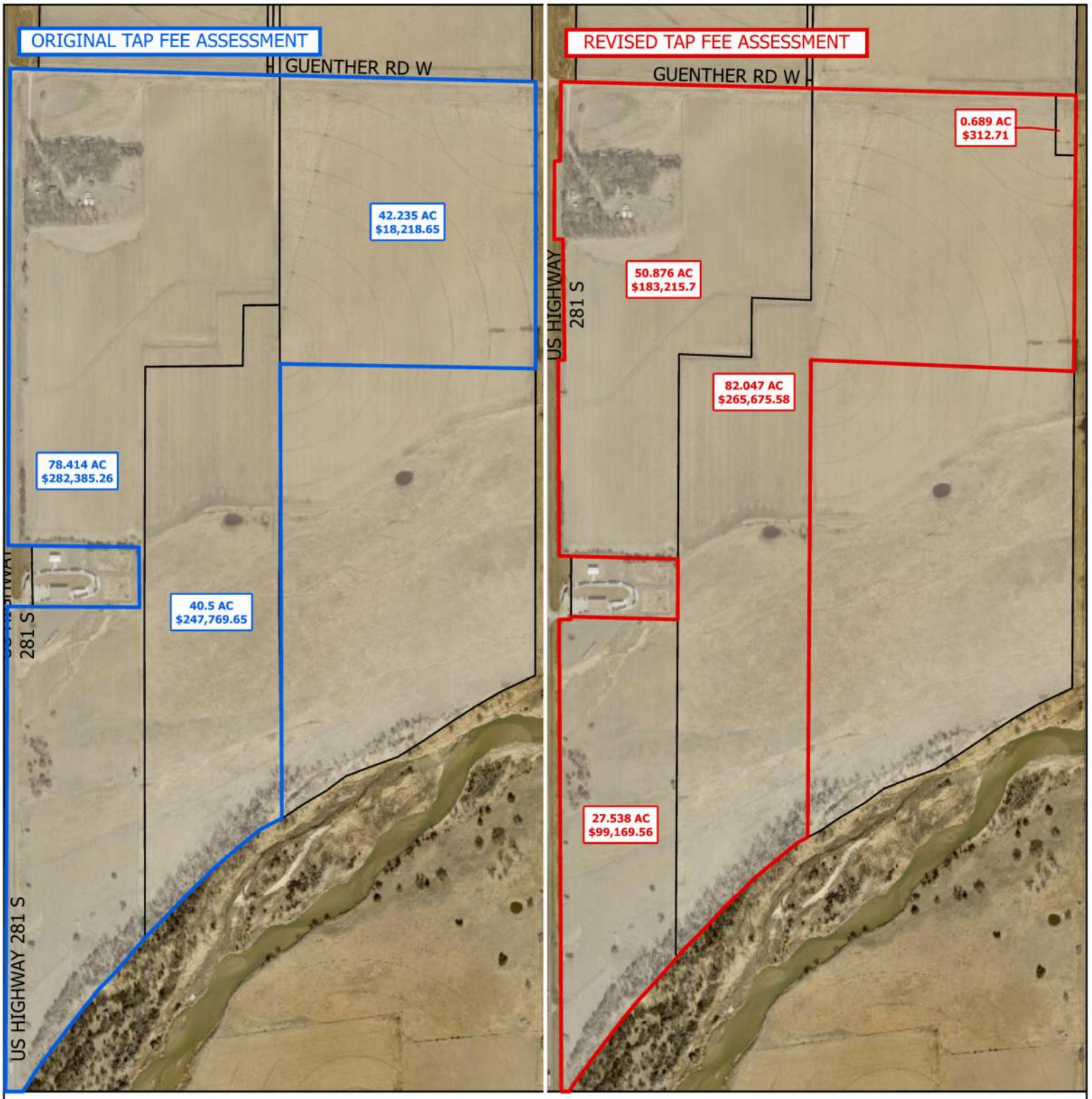


N

530T TAP FEE REDISTRIBUTION

Sanitary Sewer District 530T
Grand Island, Nebraska

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT



N

530T TAP FEE REDISTRIBUTION

Sanitary Sewer District 530T
Grand Island, Nebraska

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

Jill Granere, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on July 7, 2026, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 530T", which notice was first published in the Grand Island Independent on July 7, 2026, to the following named parties:

Jim C & Kathy L Rathman
5362 S US Hwy 281
Grand Island, NE 68803

JR4 Farm, LLC
5362 S Hwy 281
Grand Island, NE 68803

Curt & Christine Smith
3468 W Guenther Rd
Grand Island, NE 68803

James P Majerus
3493 Guenther Rd
Grand Island, NE 68803

Jay D Bockmann
Eric T Bockmann
4151 W Guenther Rd
Grand Island, NE 68803

Bosselman, Inc.
PO Box 4905
Grand Island, NE 68802

Bosselman Motels, Inc.
PO Box 4905
Grand Island, NE 68802

Bosselman Travel Center, Inc.
c/o Brandi Bosselman
PO Box 4905
Grand Island, NE 68802

Darrell R & Judith I Sutter
3698 W Wood River Rd
Grand Island, NE 68803

Steven D Bockman
6675 S North Rd
Grand Island, NE 68803

Arthur P Stelk Trust
404 Woodland Dr #510
Grand Island, NE 68801

Leslie Stelk
5681 S North Rd
Grand Island, NE 68803

Triple Crown Investments, LLC
447 H Rd
Chapman, NE 68827

Robert Ray Wenzl
3629 W Guenther Rd
Grand Island, NE 68803

M & S Acquisitions, LLC
3404 W Wood River Rd
Grand Island, NE 68803

Bosselman Real Estate, LLC
PO Box 4905
Grand Island, NE 68802

Bosselman Properties, Inc.
c/o Fred A Bosselman
PO Box 1567
Grand Island, NE 68802

Bosselman Energy, Inc.
c/o Travis Hasselmann
PO Box 1567
Grand Island, NE 68802

Brad L Bockman
6637 S North Rd
Grand Island, NE 68803

Kenneth Clausen
3050 W Guenther Rd
Grand Island, NE 68803

Kuehner Farms, Inc.
203 W 9th Rd
Doniphan, NE 68832

Design Flite, Inc.
6499 S Hwy 281
Grand Island, NE 68801

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: July 7, 2026

Jill Granere, City Clerk

Subscribed and sworn to before me this 7th date July, 2026.

State of Nebraska – General Notary
CATRINA M DELOSH
My Commission Expires
August 10, 2027

Notary Public

Public Notice

Published in Grand Island Independent on July 7, 2026

Notice Text

NOTICE OF BOARD OF EQUALIZATION HEARING
Sanitary Sewer District No. 530T
US Highway 281 South past Interstate 80
Hall County, Nebraska

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 530T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on
July 28, 2026 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.
By order of the City Council, Grand Island, Nebraska.

Jill Granere, City Clerk

RESOLUTION 2026-164

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 530T on December 27, 2016 certifying that Van Kirk Brothers Contractors of Sutton, Nebraska, under contract had completed the sanitary sewer project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommended the acceptance of the project; and

WHEREAS, the Mayor concurred with the recommendation of the City Engineer/Public Works Director; and

WHEREAS, several parcels have been re-platted, which necessitates the need to re-establish the appropriate connection fees; and

WHEREAS, it is recommended the connection fees be re-established based on the redistribution of land.

Parcel #	Owner	Legal	SubTotal	Tap Fee Previously Paid	Tap Fee Owed
400209276	CLAUSEN/KENNETH	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	$ 5,965.52	$ -	$ 5,965.52
400209322	CLAUSEN/KENNETH	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 ACHWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	$ 14,224.16	$ -	$ 14,224.16
400209330	CLAUSEN/KENNETH	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	$ 12,711.76	$ -	$ 12,711.76
400209535	KUEHNER FARMS INC	WASHINGTON TWP PT LT 3 17-10-9 54.68 AC	$ 26,535.28	$ -	$ 26,535.28
400209543	KUEHNER FARMS INC	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 1 7-10-9 107.26 AC	$ 265,675.58	$ -	$ 265,675.58
400209551	CLAUSEN/KENNETH L	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4NW 1/4 XC .33 AC HWY 17-10-9 39.207 AC	$ 99,169.56	$ -	$ 99,169.56
400209559	CLAUSEN/KENNETH L	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4NW 1/4 XC .33 AC HWY 17-10-9 51.02 AC	$ 183,215.70		$ 183,215.70
400210703	DESIGN FLITE INC	WASHINGTON TWP FIRESIDE INTERSTATE PLAZASECOND SUB LT 1	$ 22,617.12	$ 22,617.12	$ (0.00)
400217198	RATHMAN/JIM C & KATHY L	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	$ 7,379.12	$ -	$ 7,379.12
400217201	RATHMAN/JIM C & KATHY L	ALDA TWP KNUTH ACRES SUB LT 1	$ 184.32	$ -	$ 184.32
400217228	RATHMAN/JIM C & KATHY L	ALDA TWP SW 1/4 NE 1/4 & PT NW 1/4 SE 1/4 12-10-10 80 AC	$ 36,586.97	$ -	$ 36,586.97
400217244	RATHMAN/JIM C & KATHY L	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	$ 6,695.75	$ -	$ 6,695.75
400217252	STELK/LESLIE	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	$ 4,015.16	$ -	$ 4,015.16
400217260	STELK/LESLIE	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	$ 13,388.36	$ -	$ 13,388.36
400217279	ARTHUR P STELK TRUST	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	$ 9,234.59	$ -	$ 9,234.59
400217287	STELK/LESLIE	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	$ 7,606.74	$ -	$ 7,606.74
400217309	JR4 FARM LLC	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 & SE 1/4 NE 12-10-10 100.79 AC	$ 620,177.13	$ -	$ 620,177.13
400217317	STELK/LESLIE	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	$ 13,191.02	$ -	$ 13,191.02
400217325	SMITH/CURT & CHRISTINE	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 8.06 AC	$ 3,610.55	$ -	$ 3,610.55
400217368	SMITH/CURT & CHRISTINE	ALDA TWP C & C SMITH SUB LT 1	$ 909.03	$ -	$ 909.03
400217376	TRIPLE CROWN INVESTMENTS,	ALDA TWP E 1/2 NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	$ 124,507.35	$ -	$ 124,507.35
400217384	BOCKMANN/JAY D	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.78 AC	$ 492,001.19	$ -	$ 492,001.19

400217392	BOCKMANN/JAY D	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	$ 6,117.70	$ -	$ 6,117.70
400217449	WENZL/ROBERT RAY	ALDA TWP AMUNDSON SUB LT 1	$ 770.75	$ -	$ 770.75
400217465	BOCKMAN/BRAD L	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	$ 34,360.28	$ -	$ 34,360.28
400217503	BOSSELMAN INC	ALDA TWP NE 1/4 SW 1/4 SE 1/4 13-10-10 10 AC	$ 10,748.22	$ -	$ 10,748.22
400217511	SUTTER/DARRELL R & JUDITH I	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	$ 11,984.03	$ -	$ 11,984.03
400218437	BOSS TRUCK SHOPS, INC	ALDA TWP BOSSELVILLE THIRD SUB LT 2	$ 19,629.80	$ 19,629.80	$ (0.00)
400218445	BOCKMAN/STEVEN D	ALDA TWP PT LT 2 & ALL LT 3 24-10-10 100.33 AC	$ 87,062.07	$ -	$ 87,062.07
400389657	MAJERUS/JAMES P	ALDA TWP NW 1/4 NE 1/4 13-10-10 35.11 AC	$ 15,262.35	$ -	$ 15,262.35
400389689	TRIPLE CROWN INVESTMENTS,	ALDA TWP W 1/2 NE 1/4 NE 1/4 13-10-10 19.68 AC	$ 112,032.22		$ 112,032.22
400404818	BOSSELMAN INC	ALDA TWP PT LT 2 MLD 24-10-10 .42 AC	$ -		$ -
400406608	BOSSELMAN ENERGY INC	ALDA TWP BOSSELVILLE THIRD SUB LT 3	$ 38,161.69	$ 38,161.69	$ (0.00)
400406616	BOSSELMAN PROPERTIES INC	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	$ 6,335.51	$ 6,335.51	$ 0.00
400406624	BOSSELMAN MOTELS, INC	ALDA TWP BOSSELVILLE SECOND SUB LT 1	$ 16,672.44	$ -	$ 16,672.44
400406632	BOSSELMAN MOTELS, INC	ALDA TWP BOSSELVILLE SECOND SUB LT 2	$ 6,593.41	$ -	$ 6,593.41
400406640	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	$ 9,860.35	$ -	$ 9,860.35
400406659	BOSSELMAN REAL ESTATE, LL	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	$ 6,196.73	$ 6,196.73	$ (0.00)
400406675	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	$ 6,221.20	$ -	$ 6,221.20
400406683	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	$ 6,852.31	$ -	$ 6,852.31
400406691	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	$ 272.57	$ -	$ 272.57
400406705	BOSSELMAN REAL ESTATE, LL	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	$ 1,012.13	$ 1,012.13	$ (0.00)
400406713	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	$ 939.23	$ -	$ 939.23
400406721	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	$ 1,206.58	$ -	$ 1,206.58
400406748	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	$ 1,243.01	$ -	$ 1,243.01
400406756	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	$ 1,027.24	$ -	$ 1,027.24
400406764	BOSSELMAN INC	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	$ 1,173.89	$ -	$ 1,173.89
400406772	BOSSELMAN INC	ALDA TWP BOSSELVILLE FIFTH SUB OUTLOT A	$ 11,395.10	$ -	$ 11,395.10
400418924	BOSSELMAN INC	ALDA TWP BOSSELVILLE FIFTH SUB OUTLOT B	$ -	$ -	$ -
400418926	M&S ACQUISITIONS, LLC	ALDA TWP BOSSELVILLE FIFTH SUB LOT 1	$ 40,612.97	$ 40,612.97	$ -
400418928	BOSSELMAN INC	ALDA TWP BOSSELVILLE SIXTH SUB LT 5	$ 84,994.24	$ -	$ 84,994.24
400418930	BOSSELMAN INC	ALDA TWP BOSSELVILLE SIXTH SUB LT 1	$ 8,962.37	$ -	$ 8,962.37
400418947	BOSSELMAN INC	ALDA TWP BOSSELVILLE SIXTH SUB LT 2	$ 8,890.10		$ 8,890.10
400418949	BOSSELMAN INC	ALDA TWP BOSSELVILLE SIXTH SUB LT 3	$ 8,896.03		$ 8,896.03
400418951	BOSSELMAN INC	ALDA TWP BOSSELVILLE SIXTH SUB LT 4	$ 15,710.17		$ 15,710.17
400448173	BOSSELMAN TRAVEL CENTERS	ALDA TWP BOSSELVILLE FOURTH SUB LT 2 14.65 AC	$ 172,627.15	$ 172,627.15	$ -
400448174	BOSSELMAN TRAVEL CENTERS	ALDA TWP BOSSELVILLE FOURTH SUB LT 1 10.93 AC	$ -	$ -	$ -
400460017	KUEHNER FARMS INC	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	$ 312.71	$ -	$ 312.71
400460432	CLAUSEN/KENNETH	WASH TWP RIVER SUB LT 1	$ 272.28	$ -	$ 272.28
400495510	RATHMAN/JIM C & KATHY L	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 82.55 AC	$ 15,227.41	$ -	$ 15,227.41
			$ 2,739,238.21	$ 307,193.10	$ 2,432,045.11

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

- The City Council will sit as a Board of Equalization on July 28, 2026, to determine benefits and set assessments for the newly created parcels, shown above, in Sanitary Sewer District No. 530T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2026.

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk

RESOLUTION 2026-

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 530T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 530T to be the total sum of $2,739,238.21, with credits of $307,193.10 for a revised tap fee total of $2,432,045.11; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the several descriptions as follows:

Sanitary Sewer District No. 530T – Tap Fees

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Jim C & Kathy L Rathman ~~Larry J & Karen L Knuth~~	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	$ 7,379.12	$ -	$ 7,379.12
400217201	Jim C & Kathy L Rathman ~~Larry J & Karen L Knuth~~	Lot 1, Alda Twp Knuth Acres Sub ~~ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC~~	$ 184.32	$ -	$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	$ 6,695.75	$ -	$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 ~~80~~ 82.55 AC	$ 15,227.41	$ -	$ 15,227.41
400217279	Arthur P Stelk Trust ~~Arthur P & Geraldine Stelk Living Rev Trust~~	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	$ 9,234.59	$ -	$ 9,234.59
~~400217236~~	~~Lawney L Rathman Trustee~~	~~ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC~~	~~$ 215,084.34~~	~~$ -~~	~~$ 215,084.34~~
400217228	Jim C & Kathy L Rathman ~~Lawney L Rathman Trustee~~	ALDA TWP SW 1/4 NE ¼ & PT NW ¼ SE ¼ 12-10-10 ~~40~~ 80 AC	$ 36,586.97 ~~$ 18,023.81~~	$ -	$ 36,586.97 ~~$ 18,023.81~~
400217309	JR4 Farm, LLC ~~Lawney L Rathman Trustee~~	ALDA TWP XC 13.84 AC STATE E 1/2 SE ¼ & SE ¼ NE 12-10-10 ~~66.16~~ 100.79 AC	$ 620,177.13 ~~$ 405,092.79~~	$ -	$ 620,177.13 ~~$ 405,092.79~~
~~400217341~~	~~Lawney L Rathman Trustee~~	~~ALDA TWP S 30 AC NW 1/4 SE 1/4 2-10-10 30 AC~~	~~$ 14,667.61~~	~~$ -~~	~~$ 14,667.61~~
~~400217295~~	~~Lawney L Rathman Trustee~~	~~ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC~~	~~$ 3,895.55~~	~~$ -~~	~~$ 3,895.55~~
400217252	Leslie Stelk ~~Norman Niel & Shirley Stelk~~	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	$ 4,015.16	$ -	$ 4,015.16
400217260	Leslie Stelk ~~Norman Niel & Shirley Stelk~~	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	$ 13,388.36	$ -	$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 ~~9~~ 8.06 AC	$ 3,610.55 ~~$ 4,171.56~~	$ -	$ 3,610.55 ~~$ 4,171.56~~
400217368	Curt & Christine Smith	Lot 1, Alda Twp C & C Smith Sub ~~ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC~~	$ 909.03 ~~$ 348.04~~	$ -	$ 909.03 ~~$ 348.04~~

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400217317	Leslie Stelk ~~Bence Family, LLC c/o Arlyn Uhrmacher Mngr~~	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	$ 13,191.02 ~~$ 13,191.01~~	$ -	$ 13,191.02 ~~$ 13,191.01~~
400217287	Leslie Stelk ~~Bence Family, LLC c/o Arlyn Uhrmacher Mngr~~	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	$ 7,606.74	$ -	$ 7,606.74
400217376	Triple Crown Investments, LLC ~~Kirby Kay Smith~~	ALDA TWP E ½ ~~PT~~ NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	$ 124,507.35 ~~$ 124,507.34~~	$ -	$ 124,507.35 ~~$ 124,507.34~~
400389657	James P Majerus ~~Kirby Kay Smith~~	ALDA TWP NW ¼ NE ¼ ~~PT N 1/2 NE 1/4~~ 13-10-10 ~~59.27~~ 35.11 AC	$ 15,262.35 ~~$ 127,294.57~~	$ -	$ 15,262.35 ~~$ 127,294.57~~
400217449	Robert Ray Wenzl ~~Jan Marie Amundson~~	ALDA TWP AMUNDSON SUB LT 1	$ 770.75	$ -	$ 770.75
400217392	Jay D Bockmann ~~K Diane Bockmann Trustee~~	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	$ 6,117.70 ~~$ 14,654.01~~	$ -	$ 6,117.70 ~~$ 14,654.01~~
400217384	Jay D Bockmann ~~K Diane Bockmann Trustee~~	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.78~~5~~ AC	$ 492,001.19 ~~$ 483,464.88~~	$ -	$ 492,001.19 ~~$ 483,464.88~~
400418926	M & S Acquisitions, LLC ~~Bosselman, Inc.~~	Lot 1, Alda Twp Bosselville Fifth Subdivision ~~(5.281 ac)~~	$ 40,612.97	$ 40,612.97	$ -
400418928	Bosselman, Inc.	Lot 5, Alda Twp Bosselville Sixth Sub ~~Lot 2, Bosselville Fifth Subdivision (11.052 ac)~~	$ 84,994.24	$ -	$ 84,994.24
400418930	Bosselman, Inc.	Lot 1, Alda Twp Bosselville Sixth Sub ~~Lot 3, Bosselville Fifth Subdivision (5.521 ac)~~	$ 8,962.37 ~~$ 42,458.67~~	$ -	$ 8,962.37 ~~$ 42,458.67~~
400406772	Bosselman, Inc.	Outlot A, Alda Twp Bosselville Fifth Sub ~~Outlot A, Block 2, Bosselville Fifth Sub (9.920 ac)~~	$ 11,395.10	$ -	$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Alda Twp Boselville Fifth Subdivision ~~(4.412)~~	$ 0	$ -	$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, SE ¼, Alda Twp, 13-10-10- 10 AC	$ 10,748.22	$ -	$ 10,748.22
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	$ 939.23	$ -	$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	$ 1,206.58 ~~$ 1,206.57~~	$ -	$ 1,206.58 ~~$ 1,206.57~~
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	$ 1,243.01	$ -	$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	$ 1,027.24	$ -	$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	$ 1,173.89	$ -	$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	$ 6,852.31	$ -	$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	$ 6,221.20	$ -	$ 6,221.20
400406659	Bosselman Real Estate, LLC ~~Bosselman, Inc.~~	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	$ 6,196.72	$ 6,196.72	$ -
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	$ 9,860.35	$ -	$ 9,860.35

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400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	$ 272.57	$ -	$ 272.57
400406705	Bosselman Real Estate, LLC ~~Bosselman Pump & Pantry, Inc.~~	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	$ 1,012.13	$ 1,012.13	$ -
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	$ 6,593.41	$ -	$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	$ 16,672.44	$ -	$ 16,672.44
400406616	Bosselman Properties, Inc. ~~c/o Fred A Bosselman~~	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	$ 6,335.52	$ 6,335.52	$ -
400218437	Bosselman Travel Center, Inc. ~~Boss Truck Shops, Inc.~~	ALDA TWP BOSSELVILLE THIRD SUB LT 2	$ 19,629.81	$ 19,629.81	$ -
400406608	Bosselman Energy, Inc. ~~c/o Travis Hasselmann Cont.~~	ALDA TWP BOSSELVILLE THIRD SUB LT 3	$ 38,161.69	$ 38,161.69	$ -
400448173	Bosselman Travel Centers, Inc.	Lot 2, Alda Twp Bosselville Fourth Sub ~~ALDA TWP BOSSELVILLE THIRD SUB LT 1~~	$ 172,627.14	$172,627.14	$ -
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	$ 11,984.03	$ -	$ 11,984.03
400217465	Brad L Bockman ~~Dale L & Marilyn Bockman~~	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	$ 34,360.28	$ -	$ 34,360.28
400218445	Steven D Bockman ~~Dale & Marilyn Bockman~~	ALDA TWP PT LT 2 & ALL LT 3 24-10-10 100.33 AC	$ 87,062.07	$ -	$ 87,062.07
400209276	Kenneth Clausen ~~c/o Robert Clausen~~	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	$ 5,965.52	$ -	$ 5,965.52
400209330	Kenneth Clausen ~~c/o Robert Clausen~~	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	$ 12,711.76 ~~$ 12,711.77~~	$ -	$ 12,711.76 ~~$ 12,711.77~~
400460432	Kenneth Clausen ~~c/o Robert Clausen~~	WASH TWP RIVER SUB LT 1	$ 272.28	$ -	$ 272.28
400209322	~~Robert H Clausen Life Estate,~~ Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	$ 14,224.16	$ -	$ 14,224.16
400209551	Kenneth L Clausen ~~Carline A Denman Trustee~~	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 39.207~~70.25~~ AC	$ 99,169.56 ~~$ 282,385.26~~	$ -	$ 99,169.56 ~~$ 282,385.26~~
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	$ 312.71 ~~$ 18,218.65~~	$ -	$ 312.71 ~~$ 18,218.65~~
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 ~~84~~ 107.26 AC	$265,675.58 ~~$ 247,769.65~~	$ -	$265,675.58 ~~$ 247,769.65~~
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 ~~55~~ 54.68 AC	$ 26,535.29	$ -	$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	$ 22,617.12	$ 22,617.12	$ -

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400209559	Kenneth L Clausen	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4NW 1/4 XC .33 AC HWY 17-10-9 51.02 AC	$ 183,215.70	$ -	$183,215.70
400389689	Triple Crown Investments, LLC	ALDA TWP W 1/2 NE 1/4 NE 1/4 13-10-10 19.68 AC	$ 112,032.22	$ -	$112,032.22
400404818	Bosselman, Inc.	ALDA TWP PT LT 2 MLD 24-10-10 .42 AC	$ -	$ -	$ -
400418947	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 2	$ 8,890.10	$ -	$8,890.10
400418949	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 3	$ 8,896.03	$ -	$8,896.03
400418951	Bossselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 4	$ 15,710.17	$ -	$15,710.17
400448174	Bosselman Travel Centers, Inc.	ALDA TWP BOSSELVILLE FOURTH SUB LT 1 10.93 AC	$ -	$ -	$ -
		TOTALS:	***$2,739,238.21***	***$307,193.10***	***$2,432,045.11***

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

R E S O L U T I O N 2026-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 530T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 530T to be the total sum of $2,739,238.21, with credits of $307,193.10 for a revised tap fee total of $2,432,045.11; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the several descriptions as follows:

Sanitary Sewer District No. 530T – Tap Fees

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Jim C & Kathy L Rathman	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	$ 7,379.12	$ -	$ 7,379.12
400217201	Jim C & Kathy L Rathman	Lot 1, Alda Twp Knuth Acres Sub	$ 184.32	$ -	$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	$ 6,695.75	$ -	$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 82.55 AC	$ 15,227.41	$ -	$ 15,227.41
400217279	Arthur P Stelk Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	$ 9,234.59	$ -	$ 9,234.59
400217228	Jim C & Kathy L Rathman	ALDA TWP SW 1/4 NE ¼ & PT NW ¼ SE ¼ 12-10-10 80 AC	$ 36,586.97	$ -	$ 36,586.97
400217309	JR4 Farm, LLC	ALDA TWP XC 13.84 AC STATE E 1/2 SE ¼ & SE ¼ NE 12-10-10 100.79 AC	$ 620,177.13	$ -	$ 620,177.13
400217252	Leslie Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	$ 4,015.16	$ -	$ 4,015.16
400217260	Leslie Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	$ 13,388.36	$ -	$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 8.06 AC	$ 3,610.55	$ -	$ 3,610.55
400217368	Curt & Christine Smith	Lot 1, Alda Twp C & C Smith Sub	$ 909.03	$ -	$ 909.03
400217317	Leslie Stelk	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	$ 13,191.02	$ -	$ 13,191.02
400217287	Leslie Stelk	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	$ 7,606.74	$ -	$ 7,606.74
400217376	Triple Crown Investments, LLC	ALDA TWP E ½ NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	$ 124,507.35	$ -	$ 124,507.35
400389657	James P Majerus	ALDA TWP NW ¼ NE ¼ 13-10-10 35.11 AC	$ 15,262.35	$ -	$ 15,262.35
400217449	Robert Ray Wenzl	ALDA TWP AMUNDSON SUB LT 1	$ 770.75	$ -	$ 770.75
400217392	Jay D Bockmann	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	$ 6,117.70	$ -	$ 6,117.70
400217384	Jay D Bockmann	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10	$ 492,001.19	$ -	$ 492,001.19

		148.78 AC			
400418926	M & S Acquisitions, LLC	Lot 1, Alda Twp Bosselville Fifth Subdivision	$ 40,612.97	$ 40,612.97	$ -
400418928	Bosselman, Inc.	Lot 5, Alda Twp Bosselville Sixth Sub	$ 84,994.24	$ -	$ 84,994.24
400418930	Bosselman, Inc.	Lot 1, Alda Twp Bosselville Sixth Sub	$ 8,962.37	$ -	$ 8,962.37
400406772	Bosselman, Inc.	Outlot A, Alda Twp Bosselville Fifth Sub	$ 11,395.10	$ -	$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Alda Twp Boselville Fifth Subdivision	$ 0	$ -	$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, SE ¼, Alda Twp, 13-10-10- 10 AC	$ 10,748.22	$ -	$ 10,748.22
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	$ 939.23	$ -	$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	$ 1,206.58	$ -	$ 1,206.58
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	$ 1,243.01	$ -	$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	$ 1,027.24	$ -	$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	$ 1,173.89	$ -	$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	$ 6,852.31	$ -	$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	$ 6,221.20	$ -	$ 6,221.20
400406659	Bosselman Real Estate, LLC	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	$ 6,196.72	$ 6,196.72	$ -
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	$ 9,860.35	$ -	$ 9,860.35
400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	$ 272.57	$ -	$ 272.57
400406705	Bosselman Real Estate, LLC	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	$ 1,012.13	$ 1,012.13	$ -
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	$ 6,593.41	$ -	$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	$ 16,672.44	$ -	$ 16,672.44
400406616	Bosselman Properties, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	$ 6,335.52	$ 6,335.52	$ -
400218437	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 2	$ 19,629.81	$ 19,629.81	$ -
400406608	Bosselman Energy, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 3	$ 38,161.69	$ 38,161.69	$ -
400448173	Bosselman Travel Center, Inc.	Lot 2, Alda Twp Bosselville Fourth Sub	$ 172,627.14	$172,627.14	$ -
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	$ 11,984.03	$ -	$ 11,984.03

400217465	Brad L Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10	$ 34,360.28	$ -	$ 34,360.28

		40 AC			
400218445	Steven D Bockman	ALDA TWP PT LT 2 & ALL LT 3 24-10-10 100.33 AC	$ 87,062.07	$ -	$ 87,062.07
400209276	Kenneth Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	$ 5,965.52	$ -	$ 5,965.52
400209330	Kenneth Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	$ 12,711.76	$ -	$ 12,711.76
400460432	Kenneth Clausen	WASH TWP RIVER SUB LT 1	$ 272.28	$ -	$ 272.28
400209322	Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	$ 14,224.16	$ -	$ 14,224.16
400209551	Kenneth L Clausen	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 39.207 AC	$ 99,169.56	$ -	$ 99,169.56
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	$ 312.71	$ -	$ 312.71
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 107.26 AC	$ 265,675.58	$ -	$ 265,675.58
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 54.68 AC	$ 26,535.29	$ -	$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	$ 22,617.12	$ 22,617.12	$ -
400209559	Kenneth L Clausen	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4NW 1/4 XC .33 AC HWY 17-10-9 51.02 AC	$ 183,215.70	$ -	$ 183,215.70
400389689	Triple Crown Investments, LLC	ALDA TWP W 1/2 NE 1/4 NE 1/4 13-10-10 19.68 AC	$ 112,032.22	$ -	$ 112,032.22
400404818	Bosselman, Inc.	ALDA TWP PT LT 2 MLD 24-10-10 .42 AC	$ -	$ -	$ -
400418947	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 2	$ 8,890.10	$ -	$ 8,890.10
400418949	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 3	$ 8,896.03	$ -	$ 8,896.03
400418951	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 4	$ 15,710.17	$ -	$ 15,710.17
400448174	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE FOURTH SUB LT 1 10.93 AC	$ -	$ -	$ -
			TOTALS:	***$2,739,238.21***	***$307,193.10***	***$2,432,045.11***

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution

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- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 7.a.

Subject: All American City Presentation

Staff Contact: Patrick Brown, Jack Sheard

BACKGROUND: X

DISCUSSION: X

FISCAL IMPACT: X

ALTERNATIVES: X

RECOMMENDATION: X

SAMPLE MOTION: X

ATTACHMENTS:
1. Presentation

Grand Island, NE
All-America City
2026 Finalist

Grand Island's All-America City History

Since 1949 more than 500 communities have won the prestigious All-America City Award.

Some have won as many as 7 times.

1955	1967	1981	1982	1993	2026
Finalist	Finalist	Finalist	Finalist	Finalist	Finalist
Winner	Winner	Winner	Winner		

2026 Theme: Strengthening Civic Health & Building Trust

As the nation marks 250 years since its founding, we reflect on the ongoing journey to fulfill the promise of a government by, for, and of the people.

The 2026 All-America City Award will recognize communities that are bringing these founding ideals to life by ensuring that the power to shape the future resides with the people.

The award will spotlight communities with processes and systems that creatively engage residents to create welcoming, thriving places where trust and belonging are abundant.

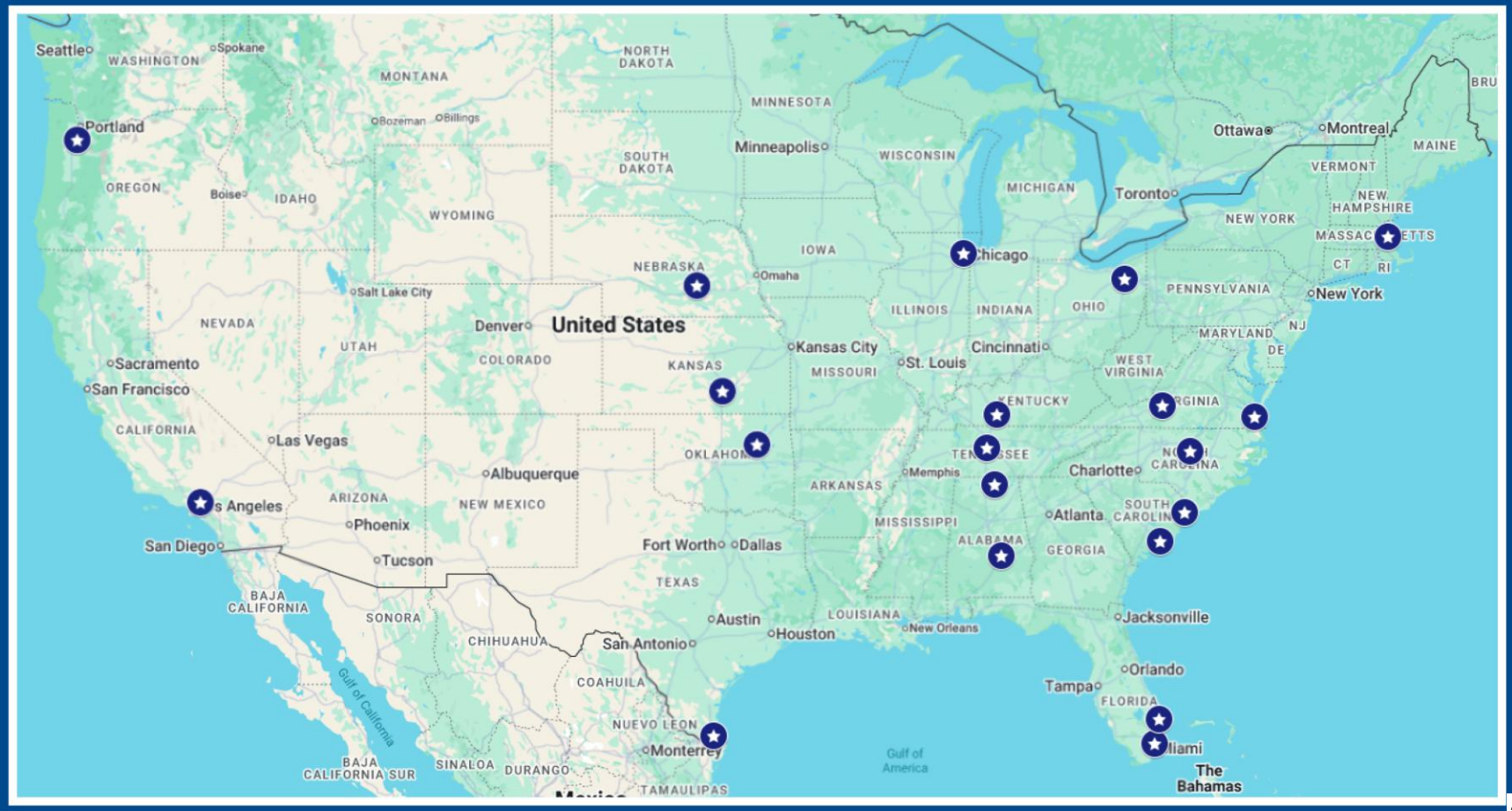
2026 Finalists

Your 2026 All-America Cities are…

Chelsea, Massachusetts
Franklin, Tennessee
Harlingen, Texas
Montgomery, Alabama
Morrisville, North Carolina
Norfolk, Virginia
North Charleston, South Carolina
Riviera Beach, Florida
Roanoke, Virginia
Woodburn, Oregon

Finalists for the award included:

Bowling Green-Warren County, Kentucky
Conway, South Carolina
Grand Island, Nebraska
Huntsville, Alabama
Jenks, Oklahoma
Monrovia, California
Opa-locka, Florida
River Forest, Illinois
Stow, Ohio
Wichita, Kansas





Highlighted Programs:

- **Art of Neighboring**—this included a Grow Grand Island project via the AARP Livable Community Network post-pandemic, as well as the City's engagement in National Night Out.
- **Creative District**—this included the importance of culture and the arts to bring people together, especially when our downtown is divided by several sets of railroad tracks.
- **Elevate**—this is one of many programs by Leadership Unlimited, but this one is focused on helping newcomers and immigrants become comfortable navigating our community and becoming a part of our fabic.





Reflections from Our Delegation of Nine

Bottom Row: Sara Tall, Greater GI Community Foundation; Tonja Brown, Grow Grand Island; Jessica Hendricks, Leadership Unlimited; Laura Gamboa, Stuhr Museum

Top Row: Chief Kevin Denney, City of Grand Island; Chris Hochstetler, Stuhr Museum; Spencer Schubert, City of Grand Island; Brad Mellema, GI Tourism; Jack Sheard, Idea Bank & City Council

Award Presentation

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 7.b.

Subject: State Fair Presentation

Staff Contact: *

BACKGROUND: -

DISCUSSION: -

FISCAL IMPACT: -

ALTERNATIVES: -

RECOMMENDATION: -

SAMPLE MOTION: -

ATTACHMENTS:
1. Presentation

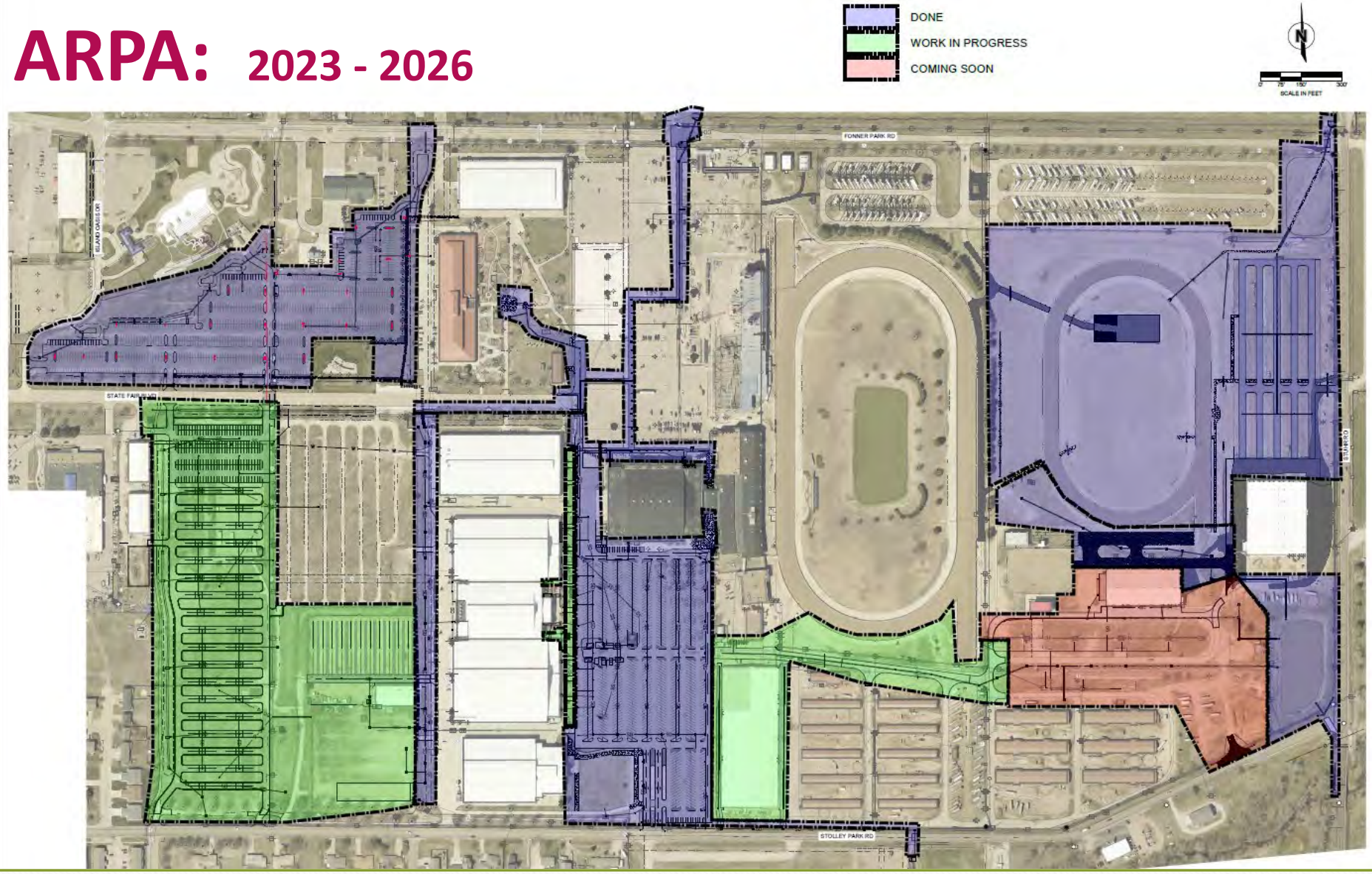
Nebraska State Fair

Courtney Glock, Marketing Director

Jaime Parr, CFE, Executive Director


GRAND ISLAND
CASINO RESORT
VenuWorks
FONNER PARK
The Nebraska Springtime Tradition
ESTABLISHED 1868
NEBRASKA
STATE FAIR

ARPA: 2023 - 2026



The Great American State Fair

June 25 – July 10 in Washington, DC





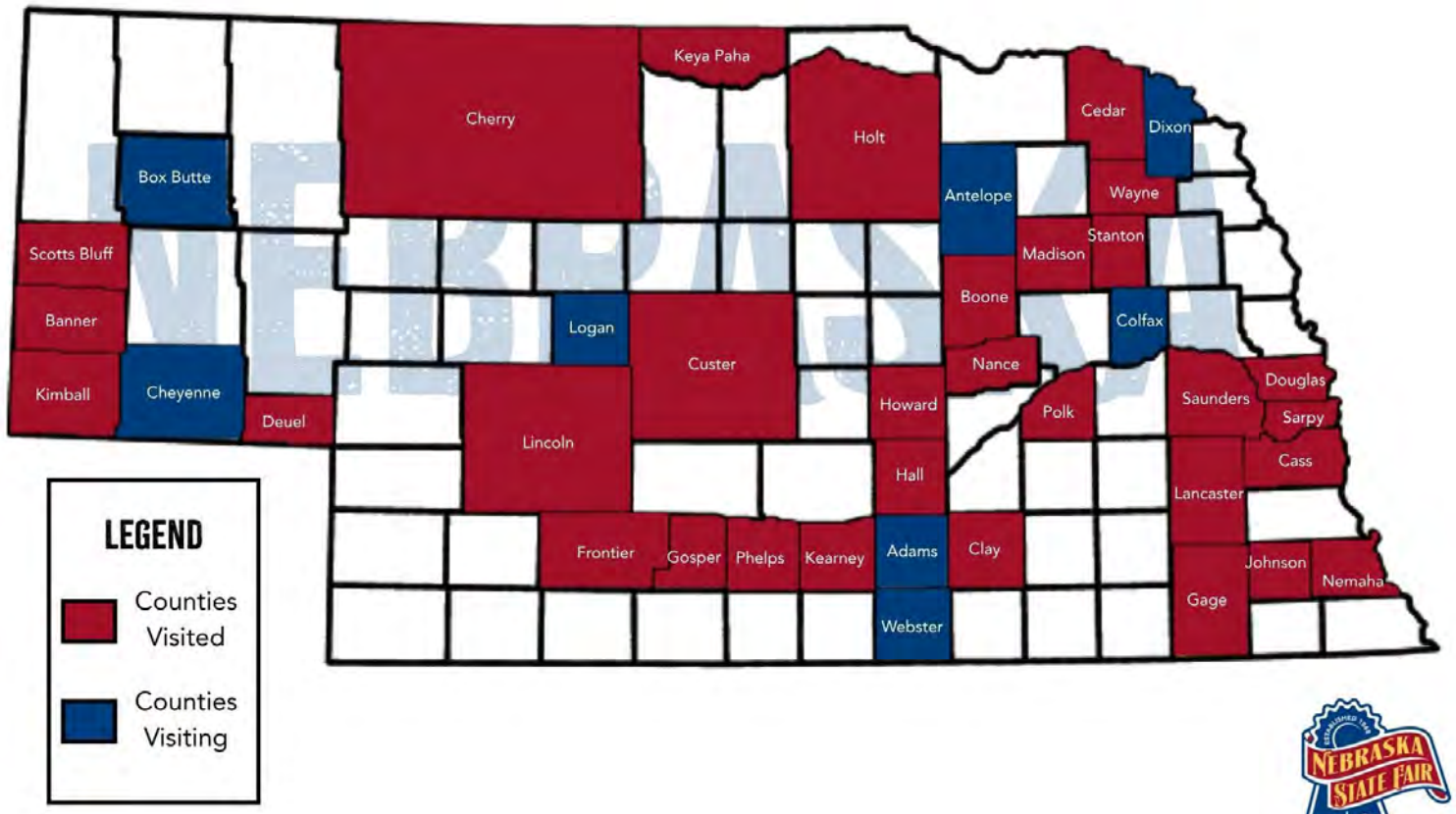
‘26 COUNTY FAIR TOUR

NEBRASKA

Bertrand Parade: 6/30
Dixon County Fair: 7/8 and 7/10
Colfax County Fair: 7/16
Adams County Fair: 7/16

Webster County Fair: 7/23
Lincoln County Fair: 7/24
Cheyenne County Fair: 7/24
Hall County Fair: 7/25

Antelope County Fair: 7/30
Logan County Fair: 8/1
Box Butte County Fair: 8/7





Nebraska State Fair Board of Directors: 13

Governor Appointees(4) + Elected Representatives(7) + ex-officio(2)

Nebraska State Fair STAFF: 16 FTE, 500+

NOTHING MORE NEBRASKAN.

Nebraska State Fair Hosts Two Annual Events

Nebraska State Fair



Aksarben stock show





AUGUST 28 – SEPTEMBER 7: 11-Days ending on Labor Day

- **6 Nights** Fireworks & Drone Spectacular
- Giant USA Flag
- Over 60 LIVE National Anthem
- **American Heroes Celebration**
- History of the US Flag
- US Army Field Band
- Where I Served Maps
- **SKY JUMPERS**
- **1868 Bronze Sculpture**
- Flags Waving Groundswide
- Sons & Daughters of American Revolution
- Historical Mobile History Exhibit at AKSARBEN



Competitive Exhibits

Open Class, FFA & 4-H Exhibits

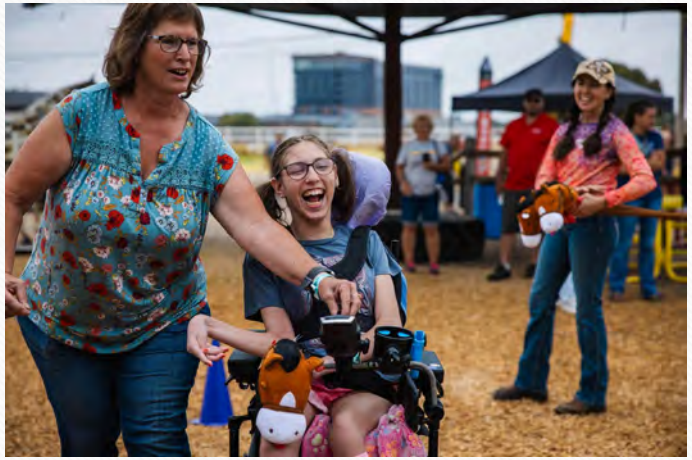
- Foods
- Visual Arts
- Photography
- Horticulture
- Ag Products
- Quilts
- Education
- Textile Arts
- Bee Culture



Livestock

Open Class, FFA & 4-H Exhibitors

- Beef Cattle
- Dairy Cattle
- Poultry
- Rabbits
- Longhorns (11 days)
- Llama & Alpacas
- Sheep
- Dairy Goats
- Swine
- Milking Parlor
- Birthing Pavilion
- Moo-U Tours



Equine

- Breakaway Roping
- Cattle Dog Trials
- Cowboy Mounted Shooting
- Draft Horse Pull
- Trail Challenge
- Quarter Horse Show
- Team Roping
- WRCA Ranch Rodeo
- Toofpik American
- Youth Mentor Match Up,
- Remarkable Rodeo

Come Take Part!





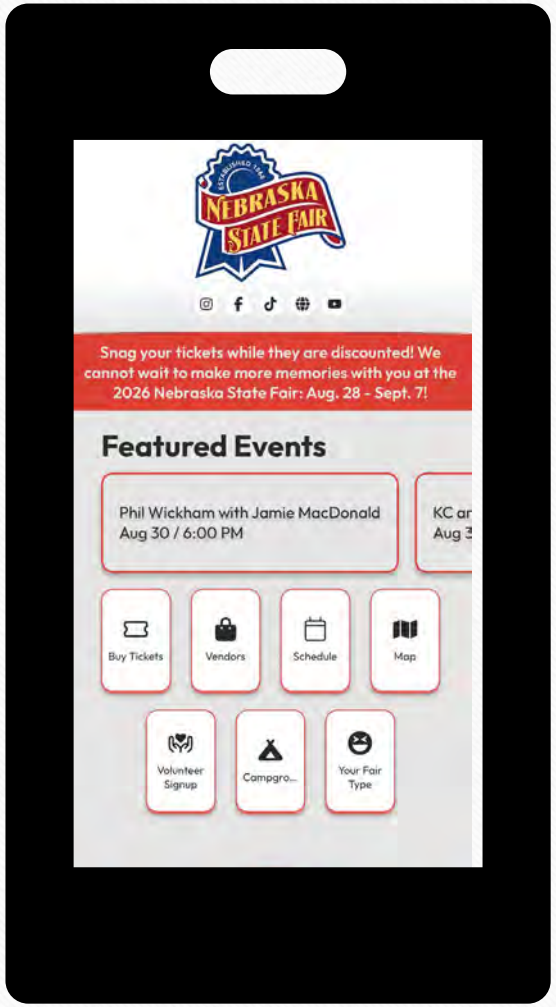
- Queens Day
- **Fiesta Latina**
- **Galaxy of Stars**
- **Community Decorating**

- **NEBRASKAPPELLA**
- **Largest Classroom**
- National Anthem
- **Puzzle Contest**
- Yoga @ The Fair
- **Chicken Calling**
- **Rooster Crowing**
- Cow Milking



- Cruise-In Car Show
- Grand Marshall
- **Farm Families**
- Marching Bands
- Antique Tractors
- **Cheer & Dance**
- Fair-Tastic Friday (**sensory**)

Plan Your Visit!



Download our app!!

Visitor's Guide – Physical AND Digital!



IT ALL HAPPENS HERE!
2026 NEBRASKA STATE FAIR

It Literally… All Happens Here!

FIVE (5) FREE STAGES



STROLLING ENTERTAINERS



GROUNDS ATTRACTIONS



SHOPPING







FAIR FOOD



REAL NEBRASKA EXPERIENCES





2026 STAMPEDE + TWISTED CHROME SERIES











2026 NATIONAL CONCERTS











VOLUNTEER PROGRAM







- Greeters
- Ag Acres
- Events Assist
- Parade
- Information Kiosk
- Tram/Shuttle Bus Host
- Building Information
- Welcome Center
- **Marathon (500)**

- 4 Hour Shifts
- Free Admissions
- 20 Hour Gift



DEALS & DISCOUNTS

GATE PRICING:

TYPE	PRICE	DETAILS	VALID
Adult	$12	Admission ages 13-59	All Days
Senior	$6	Admission ages 60+	All Days
Youth	$6	Admission ages 6-12	All Days
Child	Free	5 & Under	All Days
Opening Friday	Free Before Noon	Everyone	Fri. Aug. 28
$2.50 Tuesday	$2.50	6 & up	Tues. Sept. 1
$5 After 4 pm	$5	Everyone After 4 pm	September 2, September 3
Lunch Bunch Promo	Buy Admission Onsite, Get a Food Voucher	Everyone 10 am - 2 pm	August 28, September 4
Veterans Day	Military Free	Military Free with Gov. ID	Mon. Sept. 7

Advance Sales, Pump & Pantry, Flash Sales, Bundles, Lunch bunch Promos (10-2), Discount Days

AKSARBEN STOCK SHOW:

- **September 25-27, 2026**
- **14 States Eligible Youth (age 9-19)**
- **Livestock Shows**
- **Challenge Programs**
- **Judging Contest**
- **Quiz Bowl**
- **Public Speaking**





IT ALL HAPPENS HERE!

2026 NEBRASKA STATE FAIR

AUG 28 – Sept 7

www.statefair.org

Sept 24 – 26

aksarbenstockshow.com







AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.a.

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

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve 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 28, 2026

Item #: 8.b.

Subject: Approving Minutes of the July 14, 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: Move to approve Minutes of the July 14, 2026 City Council Regular Meeting

ATTACHMENTS:
1. Minutes

City Council Meeting Minutes

Council Chambers
City Hall
100 East First Street
July 14, 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, Deputy City Clerk Sonya Cisneros, City Attorney Kari Fisk and Public Works Director Keith Kurz.

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

4. SUBMITTAL OF REQUESTS FOR FUTURE AGENDA ITEMS

5. RESERVE TIME TO SPEAK ON AGENDA ITEMS

6. CONSENT AGENDA

Motion by Ryan O'Neill, second by Doug Brown to approve CONSENT AGENDA excluding 6.h and 6.p. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear Absent: Jack Sheard, Mike Paulick. Motion adopted.

6.a). Approving Minutes of the June 23, 2026 City Council Regular Meeting

Cover Page
Minutes

6.b). Approving Minutes of the June 30, 2026 City Council Study Session (Budget)

Cover Page
Minutes

6.c). Approving Minutes of the July 7, 2026 City Council Study Session (Budget)

Cover Page
Minutes

6.d Approving Payment of Claims for the Period of June 24, 2026 through July 14, 2026 in the total amount of $15,136,509.90

Cover Page

Claims

6.e). Approving Appointments of Jerry Janulewicz and Tonja Brown to the Civil Service Commission

Cover Page

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

Cover Page
PE Agreement
Resolution

With Olsson, Inc to enter into a Professional Service Agreement to provide Environmental Services for the Federal-aid project.

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

Cover Page
NEPA Agreement
Resolution

With Olsson, Inc to enter into a Service Agreement to provide Environmental Services for the Federal-aid project.

6.h). #2026-180 - Approving Final Plat for Trinity Heights 4th Subdivision

Cover Page
Aerial Map
Final Plat
Application
Trinity Heights Fourth Subdivision
Resolution

Community Development Director Chad Nabity reported Cliff Mesner was ready to move forward with the next phase and they are going back to the original 29 lots.

Cliff Mesner reported they are all duplex's with townhomes for sale. Detached single homes and part of them with basements. The homes are filled and have a waiting list of about 80 people.

Motion by Mitchell Nickerson, second by Ryan O'Neill to approve 6.h) #2026-180 - Approving Final Plat for Trinity Heights 4th Subdivision. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill. Noes: Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

6.i). #2026-181 - Approving Final Plat for Norwood 4th Subdivision

Cover Page
Aerial Map
Plat

Application
Norwood Fourth Subdivision
Resolution

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

Cover Page
Aerial Map
Plat
Application
Coco Beach One Subdivision
Resolution

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

Cover Page
Aerial Map
Plat
Application
Garden Place Third Subdivision
Resolution

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

Cover Pag
VOCA Grant Award
Application
Certified Assurances
Resolution

In an amount of $74,000.00 in grant funding

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

Cover Page
Agreement
Resolution

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

Cover Page
Agreement
Resolution

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

Cover Page
Jerry's Sheet Metal Bid
Bid summary
Resolution

With Jerry Sheet Metal in the amount of $183,00.

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

Cover Page
Change Order No. 2
Resolution

Parks Director Todd McCoy reported that there is a current contract with Nemaha Sports Construction with Lincoln, Ne to renovate Ryder Park baseball field. Todd McCoy presented a change order to finalize the project in the amount of $82,455.00. Currently it is $3,746,120.35 the total amount of increase of the contract to $3,823,575.35.

Motion by Mitch Nickerson, second by Ryan O'Neill to approve 6.p) #2026-188 Approving Change Order No. 2 for Ryder Park Legion Baseball Field Improvements. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill and Doug Lanfear Absent: Jack Sheard, Mike Paulick. Motion adopted.

7). PUBLIC HEARINGS

7.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).

Cover Page
Timeline for Buildings
Resolution

#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).

Community Development Director Chad Nabity reported that they would like to continue the public hearing to July 28, 2026.

Kevin Peterson asked for a continuance on the public hearing to July 28, 2026.

Motion by Chuck Haase, second by Ryan O'Neill to postpone to July 28, 2026 7.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).. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

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

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

Cover Page
FY27 Capital Projects PowerPoint
Resolution
Exhibit A

Public Works Director Keith Kurz reported 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.

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 Intersection Improvements – State St, 13th St, Faidley Ave, 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

Motion by Ryan O'Neill, second by Chuck Haase to approve 7.b) Public Hearing on the One & Six Year Street Improvement Plan #2026-190 - Approving One & Six Year Street Improvement Plan Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

Councilmember Nickerson spoke on Sycamore, 10th to Capital and if it was going to be asphalt or concrete.
Discussion was held on the three different options concrete, asphalt surface and the third would replace the subgrade in the parking lane with asphalt vs concrete.
Discussion was held on mill and fill asphalt every 10 years, but concrete will last longer and would be rougher as time goes on. The cost is about the same.
Discussion was held on the State Street to Custer Ave to Broadwell that the last big rains was very flooded and wondering if it was gutter drain problems.
Discussion was held on a flashing count down to know when to go.
Councilmember Haase spoke on the south locust trail and the stormwater modeling on 3000 blk on Orlens and how it fill and goes over the curb.
Councilmember O'Neill spoke on Camp Augustine
Councilmember Stelk spoke about the North bypass and South Webb Road.

8.) RESOLUTIONS

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

Cover Page
Railside Bid Budget
Resolution

Finance Director Chelse Steinke reported the Railside BID that occurred in 2018 created the Railside BID as a perpetual entity. In this district, assessments were paid by property owners based on the County assessor's valuation of the property. Owners would 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 would be charged to property owners in the

district based on their valuations.

Motion by Ryan O'Neill, second by Doug Lanfear to approve 8.a) #2026-191 - Approving FY2026-2027 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization. Roll Call: Ayes: Mark Stelk, Jason Conley, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick Abstain: Mitchell Nickerson. Motion adopted.

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

Cover Page
2026-2027 Approved Budget
Resolution

Finance Director Chelse Steinke reported On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). 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. Assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on September 8, 2026. 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.

Motion by Ryan O'Neill, second by Doug Brown to approve 8.b) #2026-192 - Approving FY2026-2027 Annual Budget for South Locust Business Improvement District and Setting Date for Board of Equalization. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

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

Cover Page
Budget Worksheet
Resolution

Finance Director Chelse Steinke reported On September 12,2023 the City Council adopted Ordinance #9941 creating the 4th Street Business Improvement District (BID) 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. 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 on September 08, 2026.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.

Councilmember Nickerson discussed improvements happening.
Rashad Moxey discussed the possibility of having banners about the district
Discussed was also a property that is available on 4th street to develop for a community space.
Discussed was the success of the 4th street BID.

Motion by Ryan O'Neill, second by Doug Brown to approve 8.c) #2026-193 - Approving FY2026-2027 Annual Budget for 4th Street Business Improvement District and Setting Date for Board of Equalization. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

9.) OTHER ITEMS

9.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.

Cover Page
Good Life District Agreement Authorized by Resolution 2026 177

Kent Seacrest Attorney stated he presented an updated draft of redevelopment agreement and submitted that on June 29, 2026, three different timelines had been submitted and fiscal timeline had been submitted to city staff and resolution had been reviewed that the city passed and Mayor had signed but didn't feel it was complete and had not accepted it.
Discussion stated he submitted detailed redline on the resolution and redline on the good life district.
Mayor Roger Steele stated he didn't want to put Kent and his client in a position since they hadn't met and didn't have a chance to meet until late in the afternoon.
Mayor Roger Steele clarified that Woodsonia asked to work directly with city council and Mayor Roger Steele clarified that he never meant that they could not speak with Mike Rogers or Kari Fisk.
Kari Fisk Attorney noted on the agenda is only the Resolution and discussion on other items could not be done due to open meetings act.
Councilmember Mitch Nickerson discussed meeting timelines to make sure that they are clear.
Kent Seacrest proposed that we return in a month to speak on this item or a special meeting.
Fisk reported to Council every contract has some degree of financial, legal or political risk. In the end, it is Legal Department's job to identify the risks of a contract and inform Council. Risks can run the spectrum as low as the city may not cut the check in time, up to items in the contract

that are factually impossible or a violation of law and would make a contract legally void. Also, items in a contract which could possibly put the city's credit at risk.

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

Cover Page
Resolution 2026-177

Gerald Poels spoke about the negotiation process.
Jay Vavricek spoke on negotiation agreements.

Motion by Mitchell Nickerson, second by Ryan O'Neill to approve 9.b) 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.. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

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

Cover Page

Motion by Doug Lanfear, second by Doug Brown to approve 9.c) Closed Session to Receive Update on Pending Litigation and to Authorize the Execution of a Proposed Settlement of a Regulatory Matter. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted

Adjourn to executive session at 9:45 p.m.

Motion by Ryan O'Neill, second by Doug Brown to approve 9.c) Closed Session to Receive Update on Pending Litigation and to Authorize the Execution of a Proposed Settlement of a Regulatory Matter. Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

Returned to regular session at p.m. 10:05pm
Motion by Ryan O'Neill, second by Doug Brown to approve to make a motion to authorize the Execution of Proposed Settlement Documents by Designated City Official(s).Roll Call: Ayes: Mark Stelk, Jason Conley, Mitchell Nickerson, Doug Brown, Chuck Haase, Maggie Mendoza, Ryan O'Neill, Doug Lanfear. Absent: Jack Sheard, Mike Paulick. Motion adopted.

10.) ADJOURNMENT

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

Depuy City Clerk
Sonya Cisneros

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.c.

Subject: Approving Minutes of the July 20, 2026 Central District Health Department Joint Meeting

Staff Contact: Jill Granere

BACKGROUND: N/A

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Minutes of the July 20, 2026 Central District Health Department Joint Meeting

ATTACHMENTS:
1. Minutes

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT HEALTH SPECIAL MEETING
July 20, 2026

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska, the Hall County Board of Commissioners, the Hamilton County Board of Commissioners, the Merrick County Board of Commissioners, and the Central District Health Department was conducted at the Grand Island Police Department, 111 Public Safety Drive, Grand Island, Nebraska on July 20, 2026.

Central District Health Department (CDHD) Board President Debb Niles called the meeting to order at 6:00 p.m. Present for the meeting were: City Councilmembers Chuck Haase, Mitch Nickerson, Mark Stelk, Jack Sheard and Doug Brown. City Administrator Patrick Brown and City Clerk Jill Granere. Health Department employees: Karly Simonson, Jeremy Collinson, Liza Thalken, Deb Niles, Andrew Hills and Dodi Ouderkirk.

Interim Health Director Karly Simonson gave an overview highlights from the year, including the following:

- Accreditation Achieved
- Rural Health Transformation opportunities help expand their budget and services
- In the process of leadership transition with the retirement of Teresa Anderson.

The revenues mentioned from 2018 to present continually growing in large part due to federal grants. Their largest expense was personnel costs, then operating and capital. City/County funding has stayed at 3%.

Andrew Hills gave an update on lead projects. In 2024 CDHD received their first grant from HUD of a 1 million grant for 3 years to establish the program. In 2025 they received another grant for HUD for 1.8 million for 4 years. People that qualified had to be below the 80% area median income, agree to a 3-year lien on the property, pregnant women and/or children in the homes under the age of 6 and houses must have been built before 1978.

Mr. Hills mentioned since the program started they have achieved being fully staffed, have received all state licenses, XRF equipment, community outreach, software launch and a certified contractor.

Dodi Ouderkirk gave an overview of Healthy Families America Program which provided free home visits for families with babies on the way or young children, giving them support on safe and healthy start in life, building strong relationships, helping with any home chores or helping parents with the children.

Liza Thalken reported on the Community Health Assessment asking to help push the assessment out to more people. The data helps understanding what the community needs were, barriers and strengths, concerns etc. They have this assessment available in four languages.

Jeremy Collinson with CDHD reported on mosquitos being low right now with peak season usually after a big rain or in September. Most mosquitoes right now are nuisance, and no West Nile has been reported in our area at this time. Mr. Collinson mentioned they did spray at Stuhr Museum prior to the 250th July 4th Celebration, Heartland Shooting Park Event and have sprayed a couple times at Hall County Park.

Ms. Simonson gave an update from wastewater database which indicated no Influenza A, B or RSV and very low numbers of COVID. No measles have been reported in the area.

ADJOURNMENT: The meeting was adjourned at 6:47 p.m.

Jill Granere
City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.d.

Subject: Approving Payment of Claims for the Period of July 15, 2026 through July 28, 2026 in the total amount of $6,580,215.11

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 July 15, 2026 through July 28, 2026 in the total amount of $6,580,215.11.

ATTACHMENTS:
1. Claims

Vendor #_Name	Description	Amount
AB LAWN PROS	LAWN CARE SERVICE-LIFT STATION #28 - JUNE 2026	$600.00
AB LAWN PROS	WWTP MOWING - JUNE 2026	$5,600.00
ACCORD GUARANTOR, LLC	SHIPPING	$215.15
ACCORD GUARANTOR, LLC	SHIPPING	$238.71
AIRGAS INC	CYLINDER RENTAL	$1,946.50
AIRGAS INC	ZERO AMBIENT AIR	$205.27
AK BROWN ENTERPRISES	LED BALLS FOR CHANGE OUT	$15,022.80
ALLIANCE TECHNICAL GROUP, LLC	MATS RATA TESTING	$28,995.00
ALLIED VALVE, INC	ELECTRODES	$592.71
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL	$210.84
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL	$210.84
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL	$210.84
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL	$210.84
AMERICAN PUBLIC WORKS ASSOCIATION	RENEWAL	$421.64
ANDERSON FORD	light assemby	$637.30
ANDERSON FORD	SWITCH	$61.09
ANDERSON FORD	SWITCH	$61.09
APPTEGY, INC.	APPTEGY 3 YEAR CONTRACT	$13,230.00
AQUATIC INFORMATICS INC	WIMS & RIO SUBSCRIPTION RENEWAL	$6,546.00
AUTO TRIM DESIGN OF CENTRAL NEBRASKA INC	827 LETTERING	$100.00
AUTOMATIONDIRECT.COM INC	ENCLOSURE	$345.08
BAIRD HOLM LLP	OUTSIDE COUNCIL	$742.00
BANK OF AMERICA	VZWRLSS-CELL PHONES	$1,113.53
BANK OF AMERICA	D J WSJ ONLINE-subscription	$59.11
BANK OF AMERICA	VERIZON-PHONE	$118.23
BANK OF AMERICA	AMERICAN LEGAL CITY CODE	$420.00
BANK OF AMERICA	ADVANCE - TEMP FINANCE	$910.87
BANK OF AMERICA	ADVANCE - TEMP FINANCE	$1,110.13
BANK OF AMERICA	ADVANCE - TEMP FINANCE	$1,138.59
BANK OF AMERICA	ADVANCE - TEMP FINANCE	$1,138.59
BANK OF AMERICA	CCSI MYFAX -SUBSCRIPTION	$12.00
BANK OF AMERICA	HYATT-GFOA Conf Jun 28-Jul1	$1,023.90
BANK OF AMERICA	LNM CONF - STEINKE	$410.00
BANK OF AMERICA	LYFT/GFOA Conf hotel-airport	$55.18
BANK OF AMERICA	MRRIOTT LNM CONF STEINKE&JONAK	$376.50
BANK OF AMERICA	PARKING LNM CONF JONAK	$22.50
BANK OF AMERICA	AMAZON OFFICE SUPPLIES	$162.08
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	$18.98
BANK OF AMERICA	AMAZON-OFFICE SUPPLIES	$98.97
BANK OF AMERICA	CULLIGAN FINANCE SUITE	$67.02
BANK OF AMERICA	SAMSCLUB OFFICE SUPPLIES	$51.94
BANK OF AMERICA	Spectrum - CABLE	$8.94
BANK OF AMERICA	GOLDFYNCH-COMPUTER PROGRAM	$68.40
BANK OF AMERICA	NE State Bar Ass-CONT ED	$175.00
BANK OF AMERICA	COLUMN PUBLIC-26-020 Annuity	$15.95
BANK OF AMERICA	SECRETARY OF STATE-DOCUMENTS	$0.90
BANK OF AMERICA	CITY HALL CLEANING	$2,950.00
BANK OF AMERICA	FACEBK- JOB POSTINGS	$134.28

BANK OF AMERICA	CHATGPT SUBSCR	$20.00
BANK OF AMERICA	American Airlines - bag check	$35.00
BANK OF AMERICA	American Airlines - bag check	$35.00
BANK OF AMERICA	CNRA Parking	$30.00
BANK OF AMERICA	HYATT REGENCY ORLANDO	$1,195.80
BANK OF AMERICA	ORLANDO AIRPORT MARRIOTT	$169.88
BANK OF AMERICA	BEST BUY - TV KLIMEK OFFICE	$249.99
BANK OF AMERICA	VERIZON - MONTHLY BILL	$185.59
BANK OF AMERICA	"DOBBINS-FREON, ST 1"	$420.00
BANK OF AMERICA	"FREON - FREON, ST 1"	$580.00
BANK OF AMERICA	HASTINGS FORD-EXPLOR REPRS	$3,666.83
BANK OF AMERICA	COLUMN-AD FIRE DEPT BID	$18.15
BANK OF AMERICA	ICC-TRN P. THOMAS	$165.00
BANK OF AMERICA	"ACE-WIRE,PROPANE"	$57.08
BANK OF AMERICA	"AMAZON - TOWELS,BATTS"	$126.49
BANK OF AMERICA	"FROGGY'S-FOG, TRN"	$309.98
BANK OF AMERICA	"MENARDS-TOOLS, BAG"	$55.96
BANK OF AMERICA	ACE - WEED KILLER	$55.98
BANK OF AMERICA	ACE-BOLTS	$3.97
BANK OF AMERICA	AMAZON-TAGS	$65.60
BANK OF AMERICA	HOME DEPOT-SCREWS	$11.02
BANK OF AMERICA	MENARDS - FLEXLOCK	$222.82
BANK OF AMERICA	SAMS-STATION ITEMS	$114.01
BANK OF AMERICA	SERVING HEROES-PEER TRN	$1,188.00
BANK OF AMERICA	RTT-MIN USED 120133	$267.00
BANK OF AMERICA	CLIA-LAB FEES	$248.00
BANK OF AMERICA	"CASEYS-FUEL, TRN"	$50.70
BANK OF AMERICA	"HOLIDAY INN-HOTEL,TRN OERTLE"	$613.35
BANK OF AMERICA	HOLIDAY INN-TRN WILLMAN	$613.35
BANK OF AMERICA	"AMAZON - BOWLS, POTS"	$491.69
BANK OF AMERICA	"AMAZON-BOWLS,POTS"	$619.11
BANK OF AMERICA	PK SAFETY-CO DETECTOR	$1,253.45
BANK OF AMERICA	AHA-CPR ESSENTIALS	$123.80
BANK OF AMERICA	BOUNDTREE-AMB SUP	$89.92
BANK OF AMERICA	BOUNDTREE-AMB SUP	$123.64
BANK OF AMERICA	BOUNDTREE-AMB SUP	$1,525.84
BANK OF AMERICA	ISLAND SUPPLY - AMB SUP	$359.00
BANK OF AMERICA	AMZN-FILE ORGANIZERS W BLDG	$19.94
BANK OF AMERICA	AMZN-W BARN RESTROOM DISPOSAL	$52.34
BANK OF AMERICA	HARBOR FREI-SUPPLIES IMPOUND	$86.83
BANK OF AMERICA	HARBOR FREIGHT-W BARN SUPPLIES	$52.94
BANK OF AMERICA	HYDRO TECH-FIRE EXTINQ W BARN	$210.00
BANK OF AMERICA	MENARDS-BLDG SUPPLIES	$219.06
BANK OF AMERICA	HARBOR FREIGHT-DRONE TOOLS	$32.98
BANK OF AMERICA	MNRDS-TOOLS W BLDG & IMPOUND	$55.37
BANK OF AMERICA	PVC-RADIO MAINTENANCE	$207.20
BANK OF AMERICA	MR.G'S -CAR WASH RECEIPTS MAY	$12.00
BANK OF AMERICA	TOMMYS-JUN CAR WASH RECEIPTS	$400.00
BANK OF AMERICA	GI BODY-TOW CHARGES	$150.00

BANK OF AMERICA	GI BODY-TOW CHARGES	$150.00
BANK OF AMERICA	ISLAND TOW-TOW CHARGES	$725.00
BANK OF AMERICA	KRAMERS-TOW CHARGES	$1,050.00
BANK OF AMERICA	LEVANDERS-TOW CHARES	$365.00
BANK OF AMERICA	LEVANDERS-TOW CHARGES	$500.00
BANK OF AMERICA	LONE TREE-TOW CHARGES	$675.00
BANK OF AMERICA	TOWN & COUNTRY-TOW CHARGES	$325.00
BANK OF AMERICA	CELLEB-INSEYETS ONLIE PRO SUBS	$9,250.00
BANK OF AMERICA	FAADRONEZONE-DRONE REGIST FEE	$5.00
BANK OF AMERICA	NE FBINAA-MEMBERSHIP DUES	$150.00
BANK OF AMERICA	PACKTRACK-SUBSCRIPTION K9	$140.00
BANK OF AMERICA	1ST RESPONDER PEER-GI TRAINING	$107.48
BANK OF AMERICA	ALLEGIANT- AIR FARE AZ	$162.69
BANK OF AMERICA	DENVER ATHLETIC-PARKING CONF	$30.00
BANK OF AMERICA	FULL CIRCLE-NIBRS TRAINING	$159.00
BANK OF AMERICA	HOTELS.COM-HOTEL A CALEA TRNG	$267.58
BANK OF AMERICA	INTER HOMICIDE SCHOOL-TRAINING	$475.00
BANK OF AMERICA	NLETC-CERT FEES 223 BASIC	$150.00
BANK OF AMERICA	ONEFACE-TRAINING CLASS	$249.00
BANK OF AMERICA	ONEFACE-TRAINING CLASS GI	$249.00
BANK OF AMERICA	PEER SUPP-1st RESPONDER TRNG	$107.48
BANK OF AMERICA	AMZN-MICRO SDXC EVIDENCE CARDS	$119.91
BANK OF AMERICA	FED EX-EVIDENCE SHIPPING	$31.60
BANK OF AMERICA	TLO-INVESTIGATIONS PROGRAM	$120.55
BANK OF AMERICA	USPS-EVIDENCE FREIGHT	$115.97
BANK OF AMERICA	USPS-EVIDENCE SHIPPING	$142.22
BANK OF AMERICA	AMAZON-TONER GIPD - LEC	$112.59
BANK OF AMERICA	AMZN-COPY PAPER-W. BUILDING	$86.38
BANK OF AMERICA	FLEET FARM FUEL-GAS TRAINING	$25.00
BANK OF AMERICA	KWIK STOP-FUEL CONF COLORADO	$20.00
BANK OF AMERICA	MAVERIK-FUEL COLORADO CONF	$66.85
BANK OF AMERICA	AMAZON- DRONE SUPPLIES	$159.49
BANK OF AMERICA	AMAZON-DRONE SUPPLIES	$1,104.50
BANK OF AMERICA	AMAZON-SPRAYER FILL CAPS	$18.64
BANK OF AMERICA	DELL - PD Monitors	$310.00
BANK OF AMERICA	DELL - PD Patrol Car Laptops	$23,578.25
BANK OF AMERICA	FLATWATER-UNIFORM INSIGNIAS	$2,661.85
BANK OF AMERICA	GALLS-ANNEX ADMIN POUCHES	$309.98
BANK OF AMERICA	GALLS-CSO UNIFORMS	$384.00
BANK OF AMERICA	GALLS-PISTOL HOLDERS	$317.03
BANK OF AMERICA	GALLS-PISTOL POUCH	$45.28
BANK OF AMERICA	GALLS-UNIFORM PARKAS	$576.10
BANK OF AMERICA	TRAFFIC SAFETY-TRAFFIC CONES	$2,386.90
BANK OF AMERICA	UNIFORMS N M-EMBROIDER UNIFORM	$12.50
BANK OF AMERICA	UPS-EQUIP REPAIR SHIPPING	$71.26
BANK OF AMERICA	UPS-EQUIPMENT SHIPPING	$17.63
BANK OF AMERICA	AMAZON-TONER GIPD - LEC	$286.03
BANK OF AMERICA	AMAZON-TONER LEC	$704.21
BANK OF AMERICA	AMZN-LEC EVI CLASP ENVELOPES	$103.13

BANK OF AMERICA	ACE HDWE-WEED KILLER LEC	$67.98
BANK OF AMERICA	AMAZON-LACTATION ROOM SUPPLIES	$101.07
BANK OF AMERICA	AMZN-FLOOR LAMP-LACTATION ROOM	$105.88
BANK OF AMERICA	AMZN-MINI FRIDGE-LACATION ROOM	$109.04
BANK OF AMERICA	CINTAS-FIRST AID KIT SUPPLIES	$148.90
BANK OF AMERICA	JOHNSON FIT & WELL-EQUIP MAINT	$356.55
BANK OF AMERICA	MENARDS-BATTERIES FOR LEC	$49.12
BANK OF AMERICA	SLUMBE-FURNITURE LACATION ROOM	$1,058.98
BANK OF AMERICA	FUTURITY IT-ORION YRLY SUBS	$1,000.00
BANK OF AMERICA	Spectrum-REG IP CONNECTIVITY	$143.66
BANK OF AMERICA	Spectrum - BUILDING CABLE	$313.00
BANK OF AMERICA	CULLIGAN-WATER HEATER REPAIR	$365.01
BANK OF AMERICA	SAMS-BUILDING SUPPLIES	$160.63
BANK OF AMERICA	GI INDEPENDENT- 1&6 PH NOTICE	$29.80
BANK OF AMERICA	INTERNATIONAL TRANSACTION-fee	$0.32
BANK OF AMERICA	REMARKABLE - Purchase	$39.90
BANK OF AMERICA	MENARDS - Cut Off Risers	$233.25
BANK OF AMERICA	"ACE-Nuts, Screws, Nut Lock et	$25.75
BANK OF AMERICA	ACE - Hose Adapter	$17.18
BANK OF AMERICA	ACE - Lock Nut	$3.99
BANK OF AMERICA	ACE - WD 40 and Cord Outlet	$15.18
BANK OF AMERICA	MENARDS - Cut Off Risers	$99.84
BANK OF AMERICA	MID NE DISPOSAL - Sanitation	$107.50
BANK OF AMERICA	ENDICIA - Monthly Service Fee	$20.99
BANK OF AMERICA	ENDICIA - Postage On Account	$500.00
BANK OF AMERICA	USPS - 6 rolls of stamps	$468.00
BANK OF AMERICA	ALA - Membership Dues - Swan	$125.00
BANK OF AMERICA	LAKESHOR-Couches in Kids/Grant	$89.99
BANK OF AMERICA	AMZN-Thermal Paper Makerspace	$24.77
BANK OF AMERICA	WALMART-Pickup Curbside Fee	$0.34
BANK OF AMERICA	AMAZON - Makerspace Supplies	$550.47
BANK OF AMERICA	AMZN-Thermal Paper Makerspace	$8.99
BANK OF AMERICA	MENARDS - Cut Off Risers	$52.98
BANK OF AMERICA	AMAZON - office supplies	$47.50
BANK OF AMERICA	ISS-heads/decoders	$2,738.22
BANK OF AMERICA	ADVANCE AUTO-wipers/belt lube	$22.09
BANK OF AMERICA	C NE BOBCAT-hydraulic filters	$185.78
BANK OF AMERICA	GARRETT TIRES-tire/repairs	$321.70
BANK OF AMERICA	GRAND KUBOTA-filters	$30.64
BANK OF AMERICA	JACK'S-turf tires	$290.00
BANK OF AMERICA	KELLY SUP-crimped on fitting	$23.61
BANK OF AMERICA	MIDWEST TURF-reservoir caps	$69.55
BANK OF AMERICA	MID-NE DISP-June 2026 service	$227.40
BANK OF AMERICA	MID-NE DISP-June 2026 service	$1,273.90
BANK OF AMERICA	MID-NE DISP-June 2026 service	$50.80
BANK OF AMERICA	MID-NE DISP-June 2026 service	$394.90
BANK OF AMERICA	Island Indoor- thermostat	$623.00
BANK OF AMERICA	Island Indoor-repair A/C	$155.00
BANK OF AMERICA	PIONEER-service garage doors	$200.00

BANK OF AMERICA	KENSINGER-unleaded gas	$2.99
BANK OF AMERICA	KENSINGER-unleaded gas	$252.33
BANK OF AMERICA	KENSINGER-unleaded gas	$40.89
BANK OF AMERICA	KENSINGER-unleaded gas	$83.78
BANK OF AMERICA	KENSINGER-unleaded gas	$81.78
BANK OF AMERICA	KENSINGER-unleaded gas	$251.34
BANK OF AMERICA	ACE-wasp/hornet spray	$40.00
BANK OF AMERICA	SITEONE-marker paint/4D chemic	$186.43
BANK OF AMERICA	D&K PRODUCTS-grass seed	$390.00
BANK OF AMERICA	D&K PRODUCTS-grass seed	$780.00
BANK OF AMERICA	ACE-glue	$5.99
BANK OF AMERICA	ACE-hose	$29.99
BANK OF AMERICA	ACE-quart of paint	$22.99
BANK OF AMERICA	AMAZON-shop towels	$109.99
BANK OF AMERICA	MENARDS-flash light/timer	$21.98
BANK OF AMERICA	MENARDS-marker paint	$159.96
BANK OF AMERICA	MENARDS-rust spray	$31.96
BANK OF AMERICA	SITEONE-marker paint/4D chemic	$95.88
BANK OF AMERICA	SMARTSIGN-sign for LE Ray	$101.85
BANK OF AMERICA	ACE-cleaner/paper towels	$17.98
BANK OF AMERICA	KENSINGER-unleaded gas	$53.00
BANK OF AMERICA	KENSINGER-unleaded gas	$65.50
BANK OF AMERICA	MENARDS-1/2 hose bib	$20.60
BANK OF AMERICA	WEGNER MONUMENT-engraving	$50.00
BANK OF AMERICA	STATE STEEL-metal for shelf	$186.27
BANK OF AMERICA	AMAZON-little scag tires	$135.95
BANK OF AMERICA	CONST RENTAL-weedeater string	$455.00
BANK OF AMERICA	JACK'S TIRE-tire/tire repair	$135.00
BANK OF AMERICA	MENARDS-credit battery return	-$10.00
BANK OF AMERICA	TOOLP-floor plate tire changer	$208.00
BANK OF AMERICA	MENARDS-sea foam	$39.52
BANK OF AMERICA	O'REILLY-mass flow sensor/oil	$132.61
BANK OF AMERICA	MID-NE DISP-June 2026 service	$76.60
BANK OF AMERICA	SAMSCLUB-water/batteries	$60.78
BANK OF AMERICA	HARBOR FREI-tool box/bit set	$111.98
BANK OF AMERICA	CONSTANT-CONT-email platform	$195.70
BANK OF AMERICA	FACEBK-GIG Facebook boost	$245.11
BANK OF AMERICA	FLOOD COMM-GIG advertisement	$500.00
BANK OF AMERICA	AMAZON-Program supplies	$112.96
BANK OF AMERICA	WAL-MART-Program supplies	$90.95
BANK OF AMERICA	WALMART-Program supplies	$132.13
BANK OF AMERICA	WALMART-Program supplies	$134.40
BANK OF AMERICA	ISLAND INDOOR-HVAC maintenance	$2,790.00
BANK OF AMERICA	KELLY SUPPLY - belts	$21.94
BANK OF AMERICA	MID-NE DISP-June 2026 service	$142.40
BANK OF AMERICA	ACE HDWE - tape	$23.98
BANK OF AMERICA	ACE-duct tape/extension cord	$40.98
BANK OF AMERICA	AMAZON - signage	$15.90
BANK OF AMERICA	THE HOME DEPOT-duct tape	$19.88

BANK OF AMERICA	RED CROSS-Refund for classes	-$720.00
BANK OF AMERICA	RED CROSS-Refund for classes	-$480.00
BANK OF AMERICA	RED CROSS-Refund for classes	-$480.00
BANK OF AMERICA	HERITAGE LAN-sprinkler parts	$8.00
BANK OF AMERICA	HERITAGE LAN-sprinkler parts	$28.00
BANK OF AMERICA	HERITAGE LAN-sprinkler parts	$28.00
BANK OF AMERICA	ISS GI - sprinkler heads	$48.08
BANK OF AMERICA	ISS GI - sprinkler parts	$5.79
BANK OF AMERICA	ISS GI - sprinkler parts	$58.68
BANK OF AMERICA	ACE HDWE - screws	$12.57
BANK OF AMERICA	HOME DEPOT-concrete supplies	$59.09
BANK OF AMERICA	HOME DEPOT-toilet seats	$59.96
BANK OF AMERICA	HYDRO TECH-Fire ext inspection	$140.00
BANK OF AMERICA	Island Indoor-srv call for fan	$143.00
BANK OF AMERICA	KELLY-plumbing glue	$23.12
BANK OF AMERICA	MENARDS - piping	$9.54
BANK OF AMERICA	MENARDS - pvc pipe	$21.34
BANK OF AMERICA	MENARDS-pipe bonder	$10.52
BANK OF AMERICA	THE HOME DEPOT-door stop	$24.00
BANK OF AMERICA	MENARDS-discharge hose	$42.04
BANK OF AMERICA	MENARDS-sump pump	$109.99
BANK OF AMERICA	THE HOME DEPOT-wrench	$94.99
BANK OF AMERICA	MID-NE DISP-June 2026 service	$180.25
BANK OF AMERICA	GoTo GoToConnect - phone bill	$103.64
BANK OF AMERICA	AMAZON-waterproof diapers	$135.92
BANK OF AMERICA	AMZN-sunscreen for resale	$34.91
BANK OF AMERICA	KENSINGER-unleaded gas	$41.89
BANK OF AMERICA	EILEEN'S-cookies for resale	$99.00
BANK OF AMERICA	PEPSIBEVE-concessions resale	$1,873.56
BANK OF AMERICA	PEPSIBEVERAGE-drinks resale	$1,755.41
BANK OF AMERICA	PHAMS COFFEE-Boba for resale	$592.50
BANK OF AMERICA	PHAMS COFFEE-boba for resale	$510.00
BANK OF AMERICA	PHAMS COFFEE-boba for resale	$545.00
BANK OF AMERICA	PHAMS COFFEE-boba for resale	$560.00
BANK OF AMERICA	PHAMS COFFEE-boba for resale	$645.00
BANK OF AMERICA	PHAMS COFFEE-boba for resale	$675.00
BANK OF AMERICA	PHAMS COFFEE-boba for resale	$880.00
BANK OF AMERICA	PIZZA HUT-pizza for resale	$816.00
BANK OF AMERICA	SAMS-concessions for resale	$138.24
BANK OF AMERICA	SAMS-concessions for resale	$250.58
BANK OF AMERICA	AMAZON-first aid supplies	$42.99
BANK OF AMERICA	AMAZON-gloves and ink	$326.51
BANK OF AMERICA	AMAZON-receipt paper	$111.32
BANK OF AMERICA	Dell-Laptop	$1,168.00
BANK OF AMERICA	HUSKER STO-unit for IO remodel	$25.00
BANK OF AMERICA	HUSKER STO-unit for IO remodel	$90.00
BANK OF AMERICA	MENARDS - glue	$13.25
BANK OF AMERICA	MENARDS - hose	$64.99
BANK OF AMERICA	MENARDS-hoses and cleaner	$103.63

BANK OF AMERICA	UPS-shipping chemtrol board	$18.46
BANK OF AMERICA	Walmart-Supplies for the Pools	$75.06
BANK OF AMERICA	GRAINGER - grate	$132.36
BANK OF AMERICA	POOLWEB COM-flow meter	$416.84
BANK OF AMERICA	POOLWEB-flow sensors	$963.24
BANK OF AMERICA	ALLO - LP phone	$35.09
BANK OF AMERICA	ALLO-phone bill	$35.89
BANK OF AMERICA	ACE HDWE-pool chemicals	$27.98
BANK OF AMERICA	DETERDINGS-pool chemicals	$116.97
BANK OF AMERICA	ISLAND POOL&SP-pool chemicals	$64.00
BANK OF AMERICA	ISLAND POOL-testing supplies	$14.00
BANK OF AMERICA	MENARDS - pool chemicals	$35.88
BANK OF AMERICA	ALLO COMM-Other Services	$3,605.58
BANK OF AMERICA	WOODWARDS SHREDDING	$120.00
BANK OF AMERICA	CINTAS - UNIFORMS	$305.14
BANK OF AMERICA	AUTOBKS - CLEANING SERVICE	$700.00
BANK OF AMERICA	ISLAND INDOOR CLIMATE-REPAIRS	$138.00
BANK OF AMERICA	ORKIN - PEST CONTROL	$290.77
BANK OF AMERICA	CLEARFLY - PHONE	$163.77
BANK OF AMERICA	AMAZON - Credit	-$6.41
BANK OF AMERICA	AMAZON - MOUSE	$11.56
BANK OF AMERICA	AMAZON - NAME PLATE	$8.54
BANK OF AMERICA	AMAZON - GLOVES	$15.28
BANK OF AMERICA	AMAZON - WADERS	$47.49
BANK OF AMERICA	CINTAS CORP - FIRST AID	$117.33
BANK OF AMERICA	ZORO - GLOVES	$28.18
BANK OF AMERICA	AMAZON - Credit	-$15.59
BANK OF AMERICA	AMAZON - Credit	-$14.99
BANK OF AMERICA	AMAZON - Credit	-$14.99
BANK OF AMERICA	AMAZON - FLAG POLE RINGS	$15.59
BANK OF AMERICA	AMAZON - SUPPLIES	$103.56
BANK OF AMERICA	AMAZON - WD 40	$7.42
BANK OF AMERICA	AMAZON SUPPLIES	$42.97
BANK OF AMERICA	MENARDS- CLEANING SUPPLIES	$29.27
BANK OF AMERICA	"NAPA - FILTER, WIRING"	$47.00
BANK OF AMERICA	AMAZON - TOOL BOX LINER	$34.98
BANK OF AMERICA	INDUSTRIAL PRO - Credit	-$365.91
BANK OF AMERICA	INDUSTRIAL PRO - LIFTER	$1,494.38
BANK OF AMERICA	INDUSTRIAL PRO-MANHOLE LIFTER	$5,244.65
BANK OF AMERICA	"ACE - OIL , TOOLS"	$71.96
BANK OF AMERICA	HOME DEPOT - TOOLS	$428.00
BANK OF AMERICA	MENARDS COOLER	$29.97
BANK OF AMERICA	TRUGREEN - LAWN MAINTENANCE	$1,154.00
BANK OF AMERICA	GI INDEP- ON-ST RESTRIPING ATB	$15.40
BANK OF AMERICA	WESCO - Credit	-$5.93
BANK OF AMERICA	ACE - MARKER. DUCT TAPE	$8.58
BANK OF AMERICA	ACE - PUTTY GLUE	$20.77
BANK OF AMERICA	KELLY SUPPLY - NOZZLE	$35.23
BANK OF AMERICA	MENARDS - TRASH BAGS	$30.12

BANK OF AMERICA	JOHNNY`S-lock dugout storg rm	$274.50
BANK OF AMERICA	LANGUAGE LINE-911 TRANSLATION	$144.48
BANK OF AMERICA	AT&T-911 EMERG CELL PHONE	$57.01
BANK OF AMERICA	CENTURY-EMERGENCY LINES	$42.00
BANK OF AMERICA	CENTURY-EMERGENCY LINES	$80.07
BANK OF AMERICA	CENTURY-EMERGENCY LINES	$137.44
BANK OF AMERICA	MEDICAL PR-TRNG COURSE H VARLA	$235.00
BANK OF AMERICA	DELL - PD Patrol Car Laptops	$3,221.75
BANK OF AMERICA	MID-NE DISPOSAL- DT TRASH	$373.20
BANK OF AMERICA	"DINGES-HOSE,REIMB JBS"	$1,390.38
BANK OF AMERICA	"SENSIT-HAZMAT, TRAINING"	$1,200.00
BANK OF AMERICA	AMAZON-wedding circle lights	$126.99
BANK OF AMERICA	LAKESHOR-Couches in Kids/Grant	$2,066.55
BANK OF AMERICA	AMAZON - Teen Program Supplies	$139.65
BANK OF AMERICA	AMAZON-Adult Program Supplies	$127.96
BANK OF AMERICA	SAMS - Kids Outreach	$94.07
BANK OF AMERICA	SAMS-Refund tax charged	-$4.71
BANK OF AMERICA	SUPER SVR-Adult Prog Supplies	$45.86
BANK OF AMERICA	WALMART - Outreach Supplies	$35.62
BANK OF AMERICA	WALMART - Outreach Supplies	$36.07
BANK OF AMERICA	WALMART-Adult Program Supplies	$71.94
BANK OF AMERICA	WALMART-Children's Prog Supp	$45.24
BANK OF AMERICA	WALMART-Kids Program Supplies	$8.65
BANK OF AMERICA	WALMART-Reversed tax charged	-$36.07
BANK OF AMERICA	T. VALLEY FARMS-GRASS SEED	$635.00
BANK OF AMERICA	DELL - PD Patrol Car Laptops	$8,091.00
BANK OF AMERICA	DELL - PD Patrol Car Laptops	$29,691.00
BANK OF AMERICA	CULLIGAN BOTTLED WATER	$37.00
BANK OF AMERICA	ACE HARDWARE SAFETY GLASSES	$13.99
BANK OF AMERICA	AMAZON FIRST AID SUPPLIES	$287.49
BANK OF AMERICA	NMC - PM2 SERVICE ON D7	$1,756.16
BANK OF AMERICA	POMP'S FLAT REPAIR	$340.20
BANK OF AMERICA	POMPS-TIRE REPAIR	$738.84
BANK OF AMERICA	AMAZON RECEIPT PAPER/FRAMES	$171.70
BANK OF AMERICA	CULLIGAN - BOTTLED WATER	$46.00
BANK OF AMERICA	"MENARDS - COUPLING,PLUG,AIR"	$11.21
BANK OF AMERICA	GLOBAL CABLE-Cable ELE-C10835	$157.37
BANK OF AMERICA	"CULLIGAN, water deliveries"	$91.00
BANK OF AMERICA	"GREENER GRASS, lawn care"	$825.00
BANK OF AMERICA	ALLO COMMUNICATIONS - phone	$818.50
BANK OF AMERICA	AUTOBKS TIRZAH-cleaning	$1,419.00
BANK OF AMERICA	COLUMN-Ad 26-023 Call Res Ser	$14.85
BANK OF AMERICA	MID NE DISPOSAL-trash pickup	$86.90
BANK OF AMERICA	"BOOT BARN,FR shirts/ELE-C1084	$620.94
BANK OF AMERICA	"AMAZON, hard drives"	$424.65
BANK OF AMERICA	"AMAZON, office supplies"	$268.65
BANK OF AMERICA	"AMAZON, tablet batteries"	$82.90
BANK OF AMERICA	AMAZON - Office Chairs	$729.12
BANK OF AMERICA	AMAZON - Printer Paper	$311.34

BANK OF AMERICA	MIDWEST ALARM - monitoring	$432.60
BANK OF AMERICA	MIDWEST ALARM - monitoring	$432.60
BANK OF AMERICA	ISLAND SUPPLY WELD-nitrogen	$112.99
BANK OF AMERICA	"CONST RENTAL, chainsaw & fuel	$978.06
BANK OF AMERICA	"CONST RENTAL, chainsaw fuel"	$126.81
BANK OF AMERICA	"HOTSY, pressure washer soap"	$1,026.41
BANK OF AMERICA	ACE HDWE - spray paint	$17.18
BANK OF AMERICA	HOME DEPOT - Credit	-$321.43
BANK OF AMERICA	HOME DEPOT - Milwaukee Saw	$213.93
BANK OF AMERICA	HOMEDEPOT.COM - Tool Box	$321.43
BANK OF AMERICA	HOMEDEPOT.COM-Tool Box	$321.43
BANK OF AMERICA	nVent - Tool Repair	$303.42
BANK OF AMERICA	"HARBOR FREIGHT, hammer"	$12.89
BANK OF AMERICA	"HOME DEPOT, transformer parts	$41.18
BANK OF AMERICA	"MENARDS - Credit, TXN00145513	-$51.68
BANK OF AMERICA	"MENARDS, insulation, htg cabl	$95.77
BANK OF AMERICA	"MENARDS,pipe insul & htg cabl	$33.05
BANK OF AMERICA	"MNRDS,concrete mix/ELE-C10847	$359.97
BANK OF AMERICA	"VERMEER - 5"" Bowls"	$70.37
BANK OF AMERICA	CRANEWORKS - Warning Decals	$60.00
BANK OF AMERICA	SDP MANUFACTURING - Sheave	$606.11
BANK OF AMERICA	VERSALIFT - Danger Decals	$58.32
BANK OF AMERICA	"NSM MATHESON, welding supplie	$31.81
BANK OF AMERICA	ACE HDWE - sprinkler parts	$24.46
BANK OF AMERICA	ULINE SHIP SUPPLIES - casters	$489.92
BANK OF AMERICA	CC JANITORIAL-cleaning	$1,139.50
BANK OF AMERICA	Grones Outdoor-blade conv kit	$76.92
BANK OF AMERICA	MENARDS-Weeder mower blade	$35.44
BANK OF AMERICA	CASEYS-ice	$3.29
BANK OF AMERICA	ACE HDWR-chainsaw carburetor	$275.87
BANK OF AMERICA	AKRS EQ-Credit ignition switch	-$35.45
BANK OF AMERICA	AKRS EQUIP-wheel/arm/fastener	$633.54
BANK OF AMERICA	AKRS EQUIPMENT-ignition switch	$32.45
BANK OF AMERICA	AKRS EQUIPMENT-ignition switch	$35.45
BANK OF AMERICA	AKRS EQUIPMENT-tires/wheels	$650.75
BANK OF AMERICA	ANDERSON FORD-key fob	$218.23
BANK OF AMERICA	ANDERSON FORD-program key fob	$95.00
BANK OF AMERICA	ARNOLD MOTOR-switch/shrink	$62.08
BANK OF AMERICA	ASME-PCC-1 training course	$995.00
BANK OF AMERICA	BOSSELMAN ENERGY-diesel fuel	$152.45
BANK OF AMERICA	COLUMN-Legal ad	$26.95
BANK OF AMERICA	COLUMN-Legal notice	$25.85
BANK OF AMERICA	COTPA PARKING-parking	$40.00
BANK OF AMERICA	GRAND KUBOTA-blade/spline	$116.74
BANK OF AMERICA	GronesOutdoor Pwr-brush blades	$128.96
BANK OF AMERICA	HALFMOON EDUCATION-webinar	$83.30
BANK OF AMERICA	INDUSTRIAL OUTFITTERS-boots	$365.48
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	MENARDS-fuel premix	$218.07
BANK OF AMERICA	MENARDS-hooks/screws/hangers	$26.06
BANK OF AMERICA	MENARDS-washer/batteries	$176.92
BANK OF AMERICA	MENARDS-weed whip blade	$11.81
BANK OF AMERICA	NAPA STORE-clamps	$25.57
BANK OF AMERICA	NAPA STORE-wire	$92.36
BANK OF AMERICA	NFPA-70E training	$286.00
BANK OF AMERICA	O'REILLY-headlight	$21.49
BANK OF AMERICA	O'REILLY-light/splice	$132.85
BANK OF AMERICA	OMNI HOTELS-hotel	$1,032.60
BANK OF AMERICA	OMNI HOTELS-hotel	$1,032.60
BANK OF AMERICA	QT 7010 OUTSIDE-fuel	$69.95
BANK OF AMERICA	WHITE CAP SUPPLY-saw blades	$135.38
BANK OF AMERICA	AMAZON-storage bins/organizers	$152.61
BANK OF AMERICA	CC JANITORIAL-PGS clean	$1,746.88
BANK OF AMERICA	MENARDS-concrete mix	$31.28
BANK OF AMERICA	ACE HDW-bottle brush	$13.52
BANK OF AMERICA	DURALITE-repair duct heater	$4,975.00
BANK OF AMERICA	DXP ENTERPRISES-bearings/seals	$1,363.44
BANK OF AMERICA	eBay-breaker feeder	$1,183.17
BANK OF AMERICA	eBay-limit switch	$93.39
BANK OF AMERICA	eBay-positioner	$105.31
BANK OF AMERICA	FREIGHTQUOTE-line haul	$249.26
BANK OF AMERICA	GRAINGER-detergent	$311.31
BANK OF AMERICA	HY-VEE-dry ice	$116.57
BANK OF AMERICA	KELLY SUPPLY-bushing	$9.27
BANK OF AMERICA	MCMASTER-bits/mixing sticks	$387.73
BANK OF AMERICA	MCMASTER-CARR-chain barrier	$467.63
BANK OF AMERICA	MCMASTER-CARR-dipper/compound	$262.46
BANK OF AMERICA	MCMASTER-CARR-filters/switch	$355.27
BANK OF AMERICA	MCMASTER-CARR-plug	$1,646.98
BANK OF AMERICA	MCMASTER-chain barrier/socket	$1,279.29
BANK OF AMERICA	MCMASTER-Filters/film/plug	$1,311.36
BANK OF AMERICA	MCMASTER-OFFSETS TXN00145912	-$467.63
BANK OF AMERICA	MCMASTER-pliers/stretch wrap	$598.51
BANK OF AMERICA	MCMASTER-wrenches/pliers	$798.31
BANK OF AMERICA	MENARDS-screws	$22.60
BANK OF AMERICA	ROBERTS PUMP-RF meter	$2,040.97
BANK OF AMERICA	ZORO TOOLS-filters	$585.83
BANK OF AMERICA	KELLY SUPPLY-coupling	$34.79
BANK OF AMERICA	MENARDS-screws	$9.76
BANK OF AMERICA	NISC MIC - CONF REG	$547.80
BANK OF AMERICA	NISC MIC - CONF REG	$547.80
BANK OF AMERICA	STARLIGHT MAINT-grease	-$92.52
BANK OF AMERICA	STARLIGHT MAINT-grease	-$33.64
BANK OF AMERICA	AMAZON-Credit batteries	-$19.87
BANK OF AMERICA	AMAZON-Credit shipping	-$9.49

BANK OF AMERICA	TARGET T-adapter	$21.49
BANK OF AMERICA	ARNOLD MOTOR SUPPLY-filters	$89.01
BANK OF AMERICA	ARNOLD MOTOR SUPPLY-lube	$40.25
BANK OF AMERICA	ARNOLD MOTOR-filters/lube	$58.53
BANK OF AMERICA	MCMASTER-CARR-tubing/fittings	$410.83
BANK OF AMERICA	MENARDS-bushings/risers	$19.91
BANK OF AMERICA	STARLIGHT MAINT-grease	$1,808.35
BANK OF AMERICA	KELLY SUPPLY-hose/pipe wrench	$45.84
BANK OF AMERICA	MENARDS-pipe/coupling/valve	$103.55
BANK OF AMERICA	NAPA STORE-air filter	$125.28
BANK OF AMERICA	PUMP & PANTRY-ice	$3.39
BANK OF AMERICA	NISC MIC - CONF REG	$348.60
BANK OF AMERICA	NISC MIC - CONF REG	$348.60
BANK OF AMERICA	NISC MIC - CONF REG	$348.60
BANK OF AMERICA	NISC MIC - CONF REG	$348.60
BANK OF AMERICA	AMAZON-HDMI CABLES	$30.17
BANK OF AMERICA	MID NE DISPOSAL-TRASH SERVICES	$393.20
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	$8.72
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	$72.66
BANK OF AMERICA	PRESTO X-PEST SERVICES	$329.83
BANK OF AMERICA	AMAZON-SCREEN PROTECTORS	$15.98
BANK OF AMERICA	CLEARFLY-PHONE BILL (JUL 26)	$147.29
BANK OF AMERICA	PLATTE VALLEY-RADIO MAINT	$363.00
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	$855.05
BANK OF AMERICA	FEDEX-SHIPPING/LAB-TEST AME	$328.00
BANK OF AMERICA	GI INDEPENDENT-530T BOE NOTICE	$50.66
BANK OF AMERICA	NWEA-CONFERENCE-AYALA	$180.00
BANK OF AMERICA	AMAZON-PENS	$12.19
BANK OF AMERICA	AMAZON-ADMIN SUPPLIES	$28.96
BANK OF AMERICA	AMAZON-MULTIFOLD TOWELS	$101.58
BANK OF AMERICA	AMAZON-VACUUMS-ADMIN	$250.74
BANK OF AMERICA	Amzn-Nitrile gloves-Roger	$25.14
BANK OF AMERICA	AMAZON-OFFICE CHAIR/COLLECTION	$242.98
BANK OF AMERICA	AMAZON-OFFICE CHAIRS	$461.66
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	$14.96
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	$14.96
BANK OF AMERICA	KELLY SUPPLY-FITTINGS #749	$114.08
BANK OF AMERICA	MUNICIPAL PI-TV CAMERA REPAIRS	$263.42
BANK OF AMERICA	VRZN-WIRELESS/FLOW METER BILL	$350.37
BANK OF AMERICA	PUMP & PAN-#785GENERATOR FUEL	$85.38
BANK OF AMERICA	PUMP & PAN-#785GENERATOR FUEL	$91.60
BANK OF AMERICA	PUMP&PANTRY-#785GENERATOR FUEL	$94.07
BANK OF AMERICA	USABLUEBOOK-TRACE DYE	$444.24
BANK OF AMERICA	AMAZON-GRINDING DISCS	$39.99
BANK OF AMERICA	MENARDS-SHOP SUPPLIES	$143.70
BANK OF AMERICA	CINTAS-MEDICAL SUP/COLLECTIONS	$266.90
BANK OF AMERICA	AMAZON-HAND SANITIZER	$40.60
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	$12.08
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	$65.60

BANK OF AMERICA	CINTAS-UNIFORMS/MATS	$39.01
BANK OF AMERICA	CINTAS-UNIFORMS/MATS	$39.01
BANK OF AMERICA	HANSEN INTERN-#756 Repairs	$2,591.39
BANK OF AMERICA	NMC-KEY/LOADER	$23.25
BANK OF AMERICA	AMAZON-VACUUMS-OPS BLDGS	$198.53
BANK OF AMERICA	HYDROVAC SUPPLY-TOOL GRABBER	$327.00
BANK OF AMERICA	"ACE-NUTS,BOLTS,SCREWS"	$35.42
BANK OF AMERICA	"ACE-NUTS,BOLTS,SCREWS"	$66.43
BANK OF AMERICA	ISLAND IND-AC REPAIRS/UV BLDG	$1,505.00
BANK OF AMERICA	BORDER STATES-PUMP PANEL	$1,269.91
BANK OF AMERICA	BORDER STATES-SURGE PROTECTORS	$1,146.80
BANK OF AMERICA	POWER TECH-GENERATOR REPAIR	$925.00
BANK OF AMERICA	CHEMSEARCH-LS DEGREASER	$2,786.45
BANK OF AMERICA	NAPA-CAN TAP	$6.22
BANK OF AMERICA	TITAN MACHINERY-AIR FILTER	$94.71
BANK OF AMERICA	"III, INC-FLOW SWITCHES"	$2,482.38
BANK OF AMERICA	"BORDER STA-MODULE LS #7,25,26	$481.40
BANK OF AMERICA	AURORA COOP-HERBICIDE	$182.38
BANK OF AMERICA	TRUGREEN-GRUB CONTROL	$2,153.00
BANK OF AMERICA	TRUGREEN-WEED CONTROL	$1,558.00
BANK OF AMERICA	CONSTRUCTION RENT-LANYARD	$57.50
BANK OF AMERICA	GRAINGER-FUSE REDUCER	$74.07
BANK OF AMERICA	GRAINGER-CLEVIS PINS	$139.60
BANK OF AMERICA	KELLY SUPPLY-FITTINGS	$28.81
BANK OF AMERICA	MATHESON-SHOP SUPPLIES	$273.95
BANK OF AMERICA	MCMASTER-CARR-VALVE	$1,282.49
BANK OF AMERICA	ERA-DMR-QA TESTING SUPPLIES	$4,006.10
BANK OF AMERICA	HACH CO-LAB SUPPLIES	$507.00
BANK OF AMERICA	ISLAND INDOOR - AC REPAIRS	$298.00
BANK OF AMERICA	TRENCH GR-OFFSETS TXN00146067	-$597.00
BANK OF AMERICA	TRENCH GRATE-GRATES/COLLEC BLD	$3,644.00
BANK OF AMERICA	ALLO COMM-Other Services	$860.15
BANK OF AMERICA	WYNN - Munis Conf Hotel	$62.36
BANK OF AMERICA	APPLE-DEVELOPER PROGRAM	$106.43
BANK OF AMERICA	DUO COM -SUBS(Jun-Jul 2026)	$1,425.00
BANK OF AMERICA	Amazon-APC Batteries	$1,035.40
BANK OF AMERICA	CDWG-CyberFox Software	$30,220.00
BANK OF AMERICA	DELL-PW Dock Replacements	$8,075.00
BANK OF AMERICA	DELL-PW Laptop Replacements	$18,243.00
BANK OF AMERICA	DELL-PW Laptop Replacements	$31,400.00
BANK OF AMERICA	Amazon Surge Protectors	$46.99
BANK OF AMERICA	CONVERTIO-Convertio Unlimited	$187.00
BANK OF AMERICA	Weather Radar Subscription	$5.67
BANK OF AMERICA	WEATHERTAP-SUBSCRIPTION	$18.90
BANK OF AMERICA	CINTAS - UNIFORMS	$139.12
BANK OF AMERICA	AUTOBKS - CLEANING SERVICE	$149.93
BANK OF AMERICA	CINTAS - UNIFORMS	$92.80
BANK OF AMERICA	CLEARFLY - PHONE	$81.88
BANK OF AMERICA	ARNOLD MOTOR -SUPPLIES	$883.94

BANK OF AMERICA	ASPHALT ZIPPER -PARTS	$631.92
BANK OF AMERICA	ASPHALT ZIPPER -PARTS	$1,501.10
BANK OF AMERICA	BOI - DEF / WASHER FLUID	$847.42
BANK OF AMERICA	GARRETT TIRES- REPAIR	$172.99
BANK OF AMERICA	GRAHAM - TIRE	$400.00
BANK OF AMERICA	GRAHAM - TIRES	$1,112.00
BANK OF AMERICA	HANSEN INTERNATIONAL - PARTS	$25.53
BANK OF AMERICA	HANSEN INTERNATIONAL- PARTS	$26.39
BANK OF AMERICA	INLAND TRUCK - AIR DRYER	$41.93
BANK OF AMERICA	ISLAND SUPP-WELDING SUPPLIES	$40.80
BANK OF AMERICA	LOGAN - FILTER	$231.25
BANK OF AMERICA	ROYELLE TRUCK - SEAT COVERS	$402.67
BANK OF AMERICA	ROYELLE TRUCK - SEAT COVERS	$402.67
BANK OF AMERICA	RUSH TRK CTR - BUSHING	$15.00
BANK OF AMERICA	RUSH TRK CTR - RETURN	-$69.90
BANK OF AMERICA	RUSH TRK CTR - SENSOR	$150.80
BANK OF AMERICA	RUSH TRK CTR- BRACKET	$460.00
BANK OF AMERICA	AMAZON - SUPPLIES	$47.88
BENCHMARK GOVERNMENT SOLUTIONS, LLC	MEALS AT NLETC	$306.90
BI STATE RUBBER INC	CONVEYOR #1 & #3 BELTING	-$3,674.45
BI STATE RUBBER INC	CONVEYOR #1 & #3 BELTING	-$1,336.16
BI STATE RUBBER INC	CONVEYOR #1 & #3 BELTING	$71,818.77
BIG D ENTERPRISES INC	BATTERIES	$510.24
BIG D ENTERPRISES INC	BATTERY	$200.60
BIGZBYS CONCRETE INC	STAIR/ CURB REPAIR LEC	$5,686.25
BLUEGRASS LANDSCAPING	CODE MOW	$100.00
BORDER STATES INDUSTRIES INC	100 AMP CUTOUTS	$8,273.00
BOSSELMAN ENERGY INC	FORKLIFT PROPANE	$62.00
BOSSELMAN ENERGY INC	FUEL	$3,640.28
BOSSFUELS INC	DIESEL, ETHANOL	$10,471.66
BOSSFUELS INC	FUEL BID REFERENCE ORDINANCE 9167 BOSSFUELS $28	$14,713.78
BOSSFUELS INC	DIESEL, ETHANOL	$16,553.00
BOSSFUELS INC	FUEL BID REFERENCE ORDINANCE 9167 BOSSFUELS $28	$13,997.21
BROWN TRANSIT LLC	TRANSIT	$107,807.37
CAPITAL BUSINESS SYSTEMS, INC	COPIES ST. 3	$32.19
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	$12.01
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	$12.71
CAPITAL BUSINESS SYSTEMS, INC	CONTRACT CHARGES 4/6/26 - 7/5/26	$419.30
CAPITAL BUSINESS SYSTEMS, INC	CITY HALL COPIER FEE	$10.90
CAPITAL BUSINESS SYSTEMS, INC	OVERAGE FEE FOR 5/18-6/17	$9.24
CAPITAL BUSINESS SYSTEMS, INC	C5850 COPIER MAINT.	-$2.63
CAPITAL BUSINESS SYSTEMS, INC	C5850 COPIER MAINT.	-$0.95
CAPITAL BUSINESS SYSTEMS, INC	CANON 5750 CONTRACT	$293.46
CAPITAL BUSINESS SYSTEMS, INC	QUARTERLY OVERAGES	$414.05
CAPITAL BUSINESS SYSTEMS, INC	C3725I COPIER MAINT.	$13.80
CAPITAL BUSINESS SYSTEMS, INC	C3525I COPIER MAINT.	$275.50
CAPITAL BUSINESS SYSTEMS, INC	C5850 COPIER MAINT.	$51.34
CAPITAL BUSINESS SYSTEMS, INC	JULY 26 BASE CHG & JUNE 26 OVERAGES	$163.12
CAREY'S LAWNSCAPE INC	CODE MOW	$550.00

CAREY'S LAWNSCAPE INC	MOW 281 INTERSECTIONS	$408.00
CARLOS GUERRERO	CART RETURN CONCRETE EXPANSION	$19,740.00
CARLOS GUERRERO	INSTALL NEW CART PATH AT HOLE #10	$28,890.00
CAROLINA SOFTWARE, INC.	OUTSIDE SOFTWARE SUPPORT	$250.00
CAROLINA SOFTWARE, INC.	OUTSIDE SOFTWARE SUPPORT	$250.00
CASH-WA DISTRIBUTING COMPANY OF KEARNEY IN	CONCESSION SUPPLIES FOR RE-SALE	$38.10
CASH-WA DISTRIBUTING COMPANY OF KEARNEY IN	CONCESSION SUPPLIES FOR RE-SALE	$1,559.40
CASH-WA DISTRIBUTING COMPANY OF KEARNEY IN	CONCESSION SUPPLIES FOR RE-SALE	$2,786.97
CASH-WA DISTRIBUTING COMPANY OF KEARNEY IN	I.O. CONCESSION SUPPLIES FOR RE-SALE	$76.20
CASH-WA DISTRIBUTING COMPANY OF KEARNEY IN	I.O. CONCESSION SUPPLIES FOR RE-SALE	$1,466.11
CASH-WA DISTRIBUTING COMPANY OF KEARNEY IN	I.O. CONCESSION SUPPLIES FOR RE-SALE	$2,123.03
CEI SECURITY & SOUND	FINISHING UP WORK ON ENTRY ACCESS ON DOORS	$518.00
CENTRAL NE HUMANE SOCIETY	MONTHLY CHARGES FOR SHELTER JUNE	$4,500.00
CENTRAL NE WATER CONDITIONING INC	WATER NEEDED FOR LINE REPAIR	$185.00
CHARTER COMMUNICATIONS	JULY CABLE SERVICE	$143.38
CHEMTREAT INC	CHEMICAL CONSULTANT	$1,400.00
CHEMTREAT INC	ANTI-SCALANT FOR RO	$8,154.08
CHRISTOPHER M CAROLL	MOW VARIOUS AREAS	$3,560.00
CINTAS CORP	FLOOR MATS	$47.21
CINTAS CORP	UNIFORMS	$3.14
CINTAS CORP	UNIFORMS	$3.14
CINTAS CORP	UNIFORMS	$109.87
CINTAS CORP	UNIFORMS PGS	$109.87
CINTAS CORP	TRAFFIC MAT SERVICE	$27.74
CINTAS CORP	UNIFORMS	$48.79
CINTAS CORP	UNIFORMS	$48.79
CINTAS CORP	UNIFORMS	$89.76
CINTAS CORPORATION NO 2	FIRST AID SUPPLIES	$100.82
CINTAS CORPORATION NO 2	Restock First Aid	$341.12
CINTAS CORPORATION NO 2	FIRST AID SUPPLY	$127.77
CINTAS CORPORATION NO 2	FIRST AID MAINT.	$565.75
CINTAS CORPORATION NO 2	FIRST AID SUPPLY	$315.37
CINTAS CORPORATION NO 2	FIRST AID SUPPLY	$446.63
CITY GRAND ISLAND FIRE DEPT	OCCUPANCY USE FEE	$100.00
CITY GRAND ISLAND FIRE DEPT	FIRE OCCUPANCY INSP.	$300.00
CITY OF AURORA	REIMB TO AURORA FOR AMY TONNIGES MEDIC CLASSES	$3,057.50
CITY OF GRAND ISLAND	FLOWERS MEMORIAL DAY CLEAN UP	$30.53
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$295.35
CITY OF GRAND ISLAND	PW ENG SERVICES	$193.37
CITY OF GRAND ISLAND	PW ENG SERVICES	$565.13
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$168.70
CITY OF GRAND ISLAND	PW ENG SERVICES	$508.66
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$4,746.58
CITY OF GRAND ISLAND	PW ENG SERVICES	$14,266.76
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$1,793.16
CITY OF GRAND ISLAND	PW ENG SERVICES	$5,406.53
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$253.15
CITY OF GRAND ISLAND	PW ENG SERVICES	$773.46
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$2,784.66

CITY OF GRAND ISLAND	PW ENG SERVICES	$8,365.71
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$3,164.39
CITY OF GRAND ISLAND	PW ENG SERVICES	$9,575.95
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$147.68
CITY OF GRAND ISLAND	PW ENG SERVICES	$386.73
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$84.39
CITY OF GRAND ISLAND	PW ENG SERVICES	$257.82
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$506.31
CITY OF GRAND ISLAND	PW ENG SERVICES	$1,539.23
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$316.44
CITY OF GRAND ISLAND	PW ENG SERVICES	$959.65
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$147.68
CITY OF GRAND ISLAND	PW ENG SERVICES	$386.73
CITY OF GRAND ISLAND	ADMIN SERVICES 3RD QUARTER	$46,803.09
CITY OF GRAND ISLAND	ENGINEERING SERVICES 3RD QUARTER	$7,864.71
CITY OF GRAND ISLAND	SWEEPINGS	$642.50
CITY OF GRAND ISLAND	PW ADMIN SERVICES	$6,687.42
CITY OF GRAND ISLAND	PW ENG SERVICES	$4,359.10
CITY OF GRAND ISLAND	PW ENG SERVICES	$15,743.66
CITY OF GRAND ISLAND	PW ENG SERVICES	$1,031.28
CITY OF GRAND ISLAND	PW ADMIN SERVICE	$505.51
CITY OF GRAND ISLAND	PW ADMIN SERVICE	$36.99
CITY OF GRAND ISLAND	PW ENG SERVICES	$169.35
CITY OF GRAND ISLAND	3RD QTR 2026 ADMIN FEES	$10,295.20
CITY OF GRAND ISLAND	3RD QTR ENGINEERING FEES	$626.34
CITY OF GRAND ISLAND	DEBRIS DISPOSAL	$81.44
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	ROW CONT. PERMITS	$30.00
CITY OF GRAND ISLAND	PW ADMIN FEES - FY26 3RD QTR	$44,559.12
CITY OF GRAND ISLAND	PW ENGINEERING SERVICES FY 26 3RD QTR	$2,379.24
CITY OF GRAND ISLAND	SLUDGE	$20,734.87
CITY OF GRAND ISLAND	PW ENGINEERING SERVICES FY 26 3RD QTR	$484.66
CITY OF GRAND ISLAND	PW ENGINEERING SERVICES FY 26 3RD QTR	$5,992.16
CITY OF GRAND ISLAND	PW ENGINEERING SERVICES FY 26 3RD QTR	$277.07
CITY OF GRAND ISLAND	PW ENGINEERING SERVICES FY 26 3RD QTR	$2,993.73
CITY OF GRAND ISLAND	PW ENGINEERING SERVICES FY 26 3RD QTR	$2,679.18
CITY OF GRAND ISLAND-BID's	JUNE 2026 BID RECEIPTS FOR 940 FUND	$1,649.50
CITY OF GRAND ISLAND-BID's	JUNE 2026 BID RECEIPTS FOR 940 FUND	$3,916.88
CITY OF GRAND ISLAND-BID's	JUNE 2026 BID RECEIPTS FOR 940 FUND	$1,543.14
CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$20,754.54
CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$9,184.58
CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$20,928.42
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$6,808.60
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 ADMIN FEES	$100.00

CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$2,893.94
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$1,647.22
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$5,252.01
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$16,976.54
CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$3,143.37
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$9,663.75
CITY OF GRAND ISLAND-FINANCE DEPT	MAY RECEIPTS COLLECTED IN JUN CONESTOGA ADMIN F	$385.83
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$4,453.21
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$1,741.32
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 ADMIN FEES	$6,848.15
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 DIVIDEND FEES	$4,391.56
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JUNE 2026	$1,865.35
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$3,825.19
CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$1,170.52
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 DIVIDEND FEES	$300,223.20
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JUNE 2026	$24,278.24
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JUNE 2026	$16,185.49
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 ADMIN FEES	$80,148.69
CITY OF GRAND ISLAND-FINANCE DEPT	July WC Claim	$3,579.71
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 DIVIDEND FEES	$15,418.23
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE METER READER PAYROLL JUNE 2026	$18,251.99
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JUNE 2026	$16,426.55
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JUNE 2026	$6,388.10
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 ADMIN FEES	$36,016.18
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE FINANCE PAYROLL JUNE 2026	$22,389.12
CITY OF GRAND ISLAND-FINANCE DEPT	REIMBURSE METER READER PAYROLL JUNE 2026	$3,982.25
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 ADMIN FEES	$43,625.23
CITY OF GRAND ISLAND-FINANCE DEPT	JUNE 2026 DIVIDEND FEES	$28,675.56
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$13,673.64
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$6,280.17
CITY OF GRAND ISLAND-FINANCE DEPT	JULY INSTALLMENT INSURANCE PREMIUMS & GENERAL L	$1,884.05
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$350.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$11,220.62
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$664.12
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$3.57
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$20,732.57
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$133.26
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$75.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$201.67
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$2,344.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$104.34
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$188.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$19,705.72
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$20.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$2,579.75
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$14,243.92
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$20.00
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$91.49
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$6.00

CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$84.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$1,332.74
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$711.02
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$1,419.19
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$966.81
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$247.46
CITY OF GRAND ISLAND-TREASURER	PETTY CASH REIMBURSEMENT	$84.00
CITY OF GRAND ISLAND-TREASURER	REPAIR SHOP JUNE 2026	$1,247.76
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$7,790.94
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$3,187.47
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$2,124.98
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$736.27
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$7,339.14
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$764.98
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$3,873.38
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$3,268.50
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$23,972.78
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$4,588.56
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$215.31
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$1,912.31
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$1,709.05
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$6,412.66
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$2,320.70
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$3,101.22
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$25,701.44
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$2,804.40
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$126.68
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$364.90
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$312.04
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$364.69
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	$460.52
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	$32.11
CITY OF GRAND ISLAND-UTILITIES	REIMBURSE UTILITY WORKING FUND	$146.14
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$461.91
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$46,029.10
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$2,334.37
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$727.13
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$50.00
CITY OF GRAND ISLAND-UTILITIES	INTERDEPARTMENTAL UTILITY BILLS	$438.03
CLEARSPAN FABRIC STRUCTURES INTERNATIONAL	PART FOR CLEARSPAN BLD.	$12,249.56
COMFY BOWL INC	PORTA JON RENTAL	$95.00
COMMONSPIRIT HEALTH	BLOOD DRAWS	$2,400.00
CONNECTYOURCARE, INC.	HSA ADMIN FEES	$1,032.00
COUNTY LINE STRIPING LLC	PARKING LOT STRIPING FOR ALL ASHLEY PARK/FIELD	$835.00
COUNTY LINE STRIPING LLC	ANNUAL SYMBOL & MARKING	$72,106.68
CREDIT BUREAU SERVICES INC	CREDIT REPORTING	$135.80
CRESCENT ELECTRIC SUPPLY CO	BURDICK SHOP SUPPLY	$1,131.99
CRESCENT ELECTRIC SUPPLY CO	ELECTRICAL SUPPLIES	$142.26
CRESCENT ELECTRIC SUPPLY CO	WIRE CONNECTORS & FITTINGS	$499.69

CSG FORTE PAYMENTS, INC.	CC PROCESSING FEES JUNE	$748.47
CSG FORTE PAYMENTS, INC.	CC FEES	$1,379.11
CSG FORTE PAYMENTS, INC.	CC FEES	$318.23
CSG FORTE PAYMENTS, INC.	CREDIT CARD PROCESSING	$9.63
CUSTOM RENTAL SERVICES INC	KUBOTA MOWER REPAIR	$317.34
CY & SONS LAWN SERVICE LLC	LAWN CARE - WATER SYST.	$3,330.00
D & A TRENCHING	Install Conduit ELE-11084	$2,235.00
DELTA DENTAL OF NEBRASKA	DENTAL INS CLAIMS	$6,452.97
DELTA DENTAL OF NEBRASKA	DENTAL INSURACE CLAIMS	$6,732.00
DELTA DENTAL OF NEBRASKA	DENTAL INSURACE CLAIMS	$12,498.02
DENNIS SUPPLY COMPANY	AIR FILTERS	$1,522.96
DUEY'S COMPUTER SERVICE INC	JULY 2026 SUPPORT	$5,974.00
DUEY'S COMPUTER SERVICE INC	JUNE 2026 AUVIK SERVICE	$1,008.00
DUTTON-LAINSON COMPANY	STRAPS & METER SOCKETS	$452.14
EAKES INC	CALENDARS	$151.87
EAKES INC	COPIER MAINTENANCE	$66.78
EAKES INC	CONTRACT CHARGES 4/1/26 - 6/30/26	$590.14
EAKES INC	PRINTER CONTRACT	$83.84
EMC INSURANCE CO	CLAIM - 1868544	$111.63
ENERSYS DELAWARE INC	BATTERY RACK	$6,824.75
ENERSYS DELAWARE INC	PGS BATTERY REPLACEMENTS	$31,717.43
ERICKSON SULLIVAN ARCHITECTS & ASSOCIATES, I	ARCHITECTURAL AND ENGINEERING SERVICES	$34,950.00
FATTMERCHANT INC	CC MACHINE FEES	$206.00
FATTMERCHANT INC	JUNE CC FEES	$1,483.61
FATTMERCHANT INC	CC MACHINE FEES	$103.00
FIRST DATA CORPORATION	JUNE 26 CREDIT CARD USER FEES	$119.22
FIRST DATA CORPORATION	JUNE 26 CREDIT CARD USER FEES	$41.95
FIRST DATA CORPORATION	JUNE 26 CREDIT CARD USER FEES	$80.30
FIRST DATA CORPORATION	JUNE 26 CREDIT CARD USER FEES	$3,008.82
FIRST DATA CORPORATION	JUNE 26 CREDIT CARD USER FEES	$356.89
FLOCK GROUP, INC.	LPR	$7,300.00
GALVAN CONSTRUCTION INC	REPLACE CONCRETE ST 8TH & CLARK	$2,150.00
GARY SMITH CONSTRUCTION CO INC	2026-AC-1	$117,774.69
GENERAL COLLECTION CO INC	JUNE 2026 BILLING ON ACCT 04788	$127.54
GENERAL COLLECTION CO INC	JUNE 2026 BILLING ON ACCT 04788	$81.16
GENERAL COLLECTION CO INC	JUNE 2026 BILLING ON ACCT 04788	$81.16
GILMORE & BELL, A PROFESSIONAL CORPORATION	GLD LEGAL FEES	$61,237.50
GRAINGER	SOLENOID VALVES	$579.92
GRAND ISLAND CLINIC INC	RANDOM DOT TESTING	$59.00
GRAND ISLAND CLINIC INC	RANDOM DOT TESTING	$59.00
GRAND ISLAND PRINTING COMPANY INC	SPECIAL EVENT SIGN	$86.22
GRAND ISLAND PRINTING COMPANY INC	SUPPLIES	$198.00
GRAND ISLAND REGIONAL MEDICAL CENTER	AMB SUPPLIES	$632.55
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS	$700.00
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS	$1,250.00
GRAY LOCAL MEDIA, INC.	STORMWATER COMMERCIALS	$1,500.00
GREG TESDALL	JULY 9, 2026 BAND CONCERT	$600.00
GRIDIRON GENERATION HOLDCO, LLC	SOLAR GENERATION	$15,484.84
HALL COUNTY	INTERLOCAL Q42025	$83,896.43

HALL COUNTY HISTORICAL SOCIETY	ABBOTT SISTERS HISTORICAL MARKER MOORE TRUST FU	$3,000.00
HALL COUNTY SCHOOL DISTRICT 2	$500.00 PARKING TICKETS; $415.00 LICENSES	$500.00
HALL COUNTY SCHOOL DISTRICT 2	$500.00 PARKING TICKETS; $415.00 LICENSES	$15.00
HALL COUNTY SCHOOL DISTRICT 2	$500.00 PARKING TICKETS; $415.00 LICENSES	$400.00
HD SUPPLY INC	CUSTODIAN SUPPLIES	$407.61
HD SUPPLY INC	FILTERS	$139.38
HD SUPPLY INC	BATHROOM SUPPLIES	$328.46
HERMAN PLUMBING CO INC	BACKFLOW TEST ST 4	$270.00
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	$61.14
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	$166.08
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	$245.29
HILAND DAIRY FOODS COMPANY LLC	ICE CREAM PRODUCTS - RESALE	$388.44
HIRERIGHT GIS INTERMEDIATE CORP INC	DOT TESTING	$373.25
HIRERIGHT GIS INTERMEDIATE CORP INC	DOT TESTING	$223.95
HIRERIGHT GIS INTERMEDIATE CORP INC	DOT TESTING	$223.95
HIRERIGHT GIS INTERMEDIATE CORP INC	DOT TESTING	$522.55
HUPP ELECTRIC MOTOR INC.	TOSHIBA MOTOR	-$218.91
HUPP ELECTRIC MOTOR INC.	TOSHIBA MOTOR	-$79.61
HUPP ELECTRIC MOTOR INC.	TOSHIBA MOTOR	$4,278.77
HUSKER ELECTRIC SUPPLY COMPANY	3" WEATHERHEADS	$2,047.88
HYER INDUSTRIES, INC	ASSY & MOUNT KIT	-$479.81
HYER INDUSTRIES, INC	ASSY & MOUNT KIT	-$174.48
HYER INDUSTRIES, INC	ASSY & MOUNT KIT	$9,378.17
INGERSOLL-RAND INDUSTRIAL US INC	BI-ANNUAL MAINT	$1,193.44
INTERNAL REVENUE SERVICE	HEALTH CARE PCORI FEE-# OF LIVES UNDER HEALTH INS	$3,171.84
ISLAND GLASS CO	REPLACE DOOR LOCK	$1,665.89
J&W INSTRUMENTS INC	CO2 SENSOR	$869.72
JACKS UNIFORMS AND EQUIPMENT	PROTECTIVE VESTS FOR CSO'S	$8,058.96
JACKS UNIFORMS AND EQUIPMENT	UNIFORM - STUTZMAN	$1,124.69
JACKS UNIFORMS AND EQUIPMENT	UNIFORM ROSE	$918.04
JACKSON SERVICES INC	SHOP TOWELS & MOPS	$72.79
JAMEY JAMESON	16 GRASS CARP	$192.00
JENSEN ROGERT ASSOCIATES, INC.	LOBBYIST SERVICES	$3,000.00
JEO CONSULTING GROUP INC	2026-P-3	$36,941.25
JEO CONSULTING GROUP INC	PIER PARK LAKE TRAIL AND WATER QUALITY STUDY	$3,463.75
JEREMI DAHLKE	MOW/TRIM JUNE 2026	$475.00
JERRY'S SHEETMETAL HEATING-COOLING, INC.	FRESH AIR HOOD REPAIR ON ROOF	$120.00
JERRY'S SHEETMETAL HEATING-COOLING, INC.	INSTALL NEW WALL UNIT	$1,680.00
JERRY'S TRANSMISSION SERVICE INC	GAUGE	$185.20
JERRY'S TRANSMISSION SERVICE INC	tank	$2,883.46
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$783.62
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$849.37
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$1,589.38
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$3,718.04
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$4,274.54
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$10,838.39
JIL ASPHALT PAVING CO	ASPHALTIC MATERIAL	$11,756.30
JIL ASPHALT PAVING CO	ASPHALTIC MATERIALS	$10,848.58
KAREN USSERY	JULY 16, 2026 BAND CONCERT AT BUECHLER PARK	$600.00

LANDIS GYR TECHNOLOGY, INC	JUNE2026 SAAS FEE	$3,645.00
LEAF IT TO US TREE SERVICE LLC	EMERGENCY ASH TREE REMOVAL AND DISPOSAL	$1,000.00
LEE BHM CORP	LEGAL NOTICE - VEHICLES	$83.60
LEGACY OUTDOOR ADVERTISING, LLC	STORMWATER BILLBOARD ADVERTISING	$1,665.00
LEXISNEXIS RISK DATA MANAGEMENT LLC	LICENSE FEE	$750.00
LIBERTY MUTUAL INSURANCE COMPANY	WORKERS COMP DEDUCTIBLE	$32,950.45
LIFT SOLUTIONS INC	PM OF FORKLIFT	$213.32
LINCOLN WINWATER WORKS CO	METER COUPLINGS	$6,315.63
LOUP CENTRAL LANDFILL	SLUDGE	$6,977.73
LUCINDA RAE PAUSTIAN	BALANCE AND MOBILITY INSTRUCTOR	$180.00
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	$280.25
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	$1,185.75
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	$1,453.50
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	$1,644.75
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	$1,650.13
LYMAN-RICHEY CORPORATION	READY MIX CONCRETE	$1,806.20
LYMAN-RICHEY CORPORATION	CONCRETE	$352.27
LYMAN-RICHEY CORPORATION	CONCRETE	$647.70
MARION A TARNICK	FLOOR MATS	$115.83
MARVIN PLANNING CONSULTANTS INC	Comprehensive Plan	$1,014.12
MARVIN PLANNING CONSULTANTS INC	Comprehensive Plan and zoning regulations	$35.88
MCCROMETER INC	START-UP SVC.	$3,874.30
MCMASTER-CARR SUPPLY COMPANY	BURDICK I-SHOP SUPPLY	$996.63
MCMASTER-CARR SUPPLY COMPANY	FASTENERS & CONNECTORS	$131.30
MCMASTER-CARR SUPPLY COMPANY	LOCK CONNECTION	$61.65
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 1 JULY	$46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 2 JULY	$46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 3 JULY	$46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL ST 4 JULY	$46.20
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL	$207.90
MDM PEST & TERMITE CONTROL LLC	PEST CONTROL	$567.43
MECHANICAL DYNAMICS & ANALYSIS LTD	BURDICK DUAL FUEL NOZZLES	$350,000.00
MELISSA R. GIRARD-LEMONS, DVM, PC	ACO CHARGES	$476.43
MELISSA R. GIRARD-LEMONS, DVM, PC	K9 EROS VET CARE	$549.62
MH LOGISTICS CORP	LEADER HOSES	$405.89
MID PLAINS CONSTRUCTION CO	IMPROVEMENTS TO TRAIN AREA - STOLLEY PARK	$380,244.35
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	$81.80
MID-NEBRASKA DISPOSAL INC	ROLL OFF @ ST. 1	$269.30
MID-NEBRASKA DISPOSAL INC	SANITATION SERV.	$85.86
MID-NEBRASKA DISPOSAL INC	SANITATION SERV.	$57.24
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	$181.60
MID-NEBRASKA DISPOSAL INC	GARBAGE	$43.70
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL	$24.90
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL - BURDICK	$138.40
MID-NEBRASKA DISPOSAL INC	TRASH REMOVAL - PGS	$347.80
MID-NEBRASKA DISPOSAL INC	GARBAGE SERVICE	$43.70
MIDWEST ALARM SERVICES	FIRE ALARM MONITORING	$420.00
MIDWEST ALARM SERVICES	FIRE ALARM MONITORING	$420.00
MIDWEST HYDRAULIC SERVICE	HYDRAULIC COUPLER	$108.00

MIGUEL GONZALEZ	WINDOW WASHING	$301.00
MIRACLE PLAYSYSTEMS III, LLC	REPLACEMENT LATCH PIN ASSEMBLY	$282.66
MOTOROLA SOLUTIONS INC	P25 RADIO PROJECT	$299,996.10
MOTOROLA SOLUTIONS INC	IN CAR VIDEO V300/V700/M500	$16,320.00
MOTUS GROUP, INC.	PAC SWEEP LINE	-$185.52
MOTUS GROUP, INC.	PAC SWEEP LINE	-$67.46
MOTUS GROUP, INC.	PAC SWEEP LINE	$3,625.98
MRL CRANE SERVICE INC	125' LIFT RENTAL	$1,967.25
MUNICIPAL SUPPLY INC OF NE	VALVE SEALS & GASKETS	$761.83
MUNICIPAL SUPPLY INC OF NE	SEALS & BUSHINGS	$589.04
NATIONAL TESTING NETWORK, INC.	LE TESTING	$715.00
NE DEPT OF MOTOR VEHICLES	UNDERCOVER PLATES-212795	$8.20
NEBRASKA DEPARTMENT OF CORRECTIONAL SERV	RED OBJECT MARKERS	$471.00
NEBRASKA RURAL ELECTRIC ASSOCIATION	RUBBER GLOVING SCHOOL	$410.00
NEBRASKA STATE FIRE MARSHAL	HAZMAT CERT. S. SNYDER	$50.00
NEBRASKA STATE TREASURER	APR-JUN26 LOTTERY MATCH	$96,221.00
NEXTERA ENERGY MARKETING LLC	MARKET EXPENSE - NEXTERA	$27,587.52
NEXTERA ENERGY MARKETING LLC	MARKET EXPENSE - NEXTERA	$20,156.55
NIPPON SANSO MATHESON, INC.	BROW PADS	$1,311.50
NIPPON SANSO MATHESON, INC.	BULK HYDROGEN	$970.45
NITRO CONSTRUCTION INC	FILL & 3-5" SCREENED CONCRETE	$80.00
NORTHWESTERN ENERGY	Natural Gas ST4	$41.71
NORTHWESTERN ENERGY	Natural Gas ST4	$27.81
NORTHWESTERN ENERGY	NATURAL GAS	$11.03
NORTHWESTERN ENERGY	Natural Gas West Building	$19.48
NORTHWESTERN ENERGY	NAT. GAS	$23.67
NORTHWESTERN ENERGY	5/29 TO 6/29/2026 SERVICE	$12.98
NORTHWESTERN ENERGY	EMERG. GEN. GAS	$12.93
NORTHWESTERN ENERGY	HEAT BILL	$12.33
NORTHWESTERN ENERGY	July Gas 370 N Pine	$16.88
OBERMILLER & MILLER LLC	MISC TIRES & REPAIR	$406.56
OHIO LUMEX CO INC	MERCURY TRAP ANALYSIS	$944.00
OLSSON INC	2021-P-6	$69,549.91
OLSSON INC	2024-P-4	$48,136.78
OLSSON INC	2026-P-1	$18,979.66
OLSSON INC	2026-P-1	$45,599.80
OLSSON INC	2026-P-2	$33,503.76
OLSSON INC	2025-S-2	$1,417.99
OLSSON INC	2024-S-3	$1,427.93
OMAHA PUBLIC POWER DISTRICT	NC2 PARTICIPATION POWER	$765,519.00
OMAHA PUBLIC POWER DISTRICT	TOPS SERVICE	$24,416.00
OMAHA PUBLIC POWER DISTRICT	TRANSMISSION	$47,289.00
PACE ANALYTICAL SERVICES LLC	PFAS WATER TESTING	$561.00
PEABODY COALSALES LLC	COLA TRAIN CCAGI010	$137,315.18
PETE LIEN & SONS INC	PEBBLE LIME	$7,513.32
PETE LIEN & SONS INC	PEBBLE LIME	$7,515.97
PETE LIEN & SONS INC	PEBBLE LIME	$7,518.63
PETE LIEN & SONS INC	PEBBLE LIME	$7,534.50
PETE LIEN & SONS INC	PEBBLE LIME	$7,555.69

PETE LIEN & SONS INC	PEBBLE LIME	$7,582.15
PETE LIEN & SONS INC	PEBBLE LIME	$7,595.40
PINNACLE BANK	SW BOND	$15,647.34
PINNACLE BANK	SW BOND	$47,326.21
PIPING RESOURCES INC	GAUGES	$1,214.02
PRAIRIE BREEZE EXPANSION HOLDINGS LLC	INVENERGY	$288,026.44
PREMIER LAWN & SNOW LLC	MOWING LEC	$200.00
PRIME TURBINE PARTS LLC	MAIN STOP VALVES	$5,231.78
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	$263.89
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	$10,142.64
PRIME TURBINE PARTS LLC	MAIN STOP VALVES	-$267.67
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	-$518.93
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	-$13.50
PRIME TURBINE PARTS LLC	MAIN STOP VALVES	-$97.34
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	-$188.70
PRIME TURBINE PARTS LLC	REHEAT & INTERCEPT VALVES	-$4.91
PROTEX CENTRAL INC	FIRE ALARM INSPECTION	$292.00
PROVANTAGE LLC	LANTRONIX RAILS	-$41.36
PROVANTAGE LLC	MANAGD SWITCHES	-$120.89
PROVANTAGE LLC	LANTRONIX RAILS	-$15.04
PROVANTAGE LLC	MANAGD SWITCHES	-$43.96
PROVANTAGE LLC	LANTRONIX RAILS	$808.40
PROVANTAGE LLC	MANAGD SWITCHES	$2,362.85
RADIO COMMUNICATIONS CO INC OF WATERLOO	OUTDOOR WARNING SIREN	$17,680.55
RASMUSSEN MECHANICAL SERVICES INC	AIR COMPRESSOR PARTS	$508.69
RASMUSSEN MECHANICAL SERVICES INC	AIR COMPRESSORS	$632.20
RASMUSSEN MECHANICAL SERVICES INC	OIL FOR GARDNER DENVER	$3,430.63
REECE CONSTRUCTION CO INC	CONCRETE SAW BLADE	$429.96
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	$25.00
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	$160.68
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	$201.19
REFUND CUSTOMERS	OVERPAID MCKESSON AMBULANCE BILL	$964.00
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$16.58
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$17.42
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$24.79
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$26.74
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$57.25
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$65.80
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$102.72
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$249.75
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$250.32
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$457.29
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$472.19
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$932.24
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$48.80
REFUND CUSTOMERS	REFUND OVERPAYMENT ON ACCOUNT	$500.21
ROBERT A DETWEILER	SHARPEN CHAINSAW CHAINS	$63.43
ROBERT A DETWEILER	SHARPEN CHAINS	$134.11
ROCHESTER ARMORED CAR CO INC	JULY 2026 ARMORED CAR SERVICE	$269.35

RURAL ELECTRIC SUPPLY COOPERATIVE	ARRESTER/CUTOUT BRACKET	$10,698.40
RYAN LOGUE	INSTALLATION & SERVICE WORK ON GRINDER PUMP	$500.00
SAFETY-KLEEN SYSTEMS INC	WASHER SOLVENT	$185.67
SAFETY-KLEEN SYSTEMS INC	WASHER SOLVENT	$234.12
SANDHILLS TRUCK COMPANY INC.	SPEED SENSOR	$218.32
SCHMIDT INDUSTRIES	MAIN STOP VALVES	$17,953.65
SCHMIDT INDUSTRIES	MAIN STOP VALVES	-$918.56
SCHMIDT INDUSTRIES	MAIN STOP VALVES	-$334.02
SEDGWICK CLAIMS MANAGEMENT SERVICES INC.	Prog Management June	$250.00
SERVI-TECH, INC	QUARTERLY OUTFALL TESTING	$313.00
SID DILLON WAHOO INC	2026 CHEVROLET PICKUP	$53,674.00
SID DILLON WAHOO INC	2026 CHEVROLET PICKUP	$63,924.00
SOUTHERN PUBLIC POWER DISTRICT	5/20 TO 6/20/26 SERVICE	$34.73
SOUTHERN PUBLIC POWER DISTRICT	5/20 TO 6/20/26 SERVICE	$40.00
SOUTHERN PUBLIC POWER DISTRICT	5/20 TO 6/20/26 SERVICE CAMP AUGUSTINE	$210.00
SOUTHERN PUBLIC POWER DISTRICT	HWY 281 LIGHTS	$244.62
STATE OF NE DEPT OF AGRICULTURE	ANNUAL SCALE RENEWAL - TS	$92.00
STATE OF NE DEPT OF AGRICULTURE	ANNUAL SCALE RENEWAL - LF	$92.00
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$13,245.23
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$10,522.35
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$290,736.26
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$10,370.93
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$3,771.23
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$13,473.29
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$479.53
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$174.39
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	$95,026.34
STATE OF NE DEPT OF REVENUE	JUN 26 SALES & USE TAX	-$17.85
STATE OF NE DIV OF COMM	RADIO AGREEMENT - STATE	$44.00
STATE OF NE DIV OF COMM	JUN 2026 FOR ACCT 01 0240	$784.77
STATE OF NEBR POWER REVIEW BOARD	POWER REVIEW BOARD ASSESSMENT	$15,710.13
STATE OF NEBRASKA DEPT OF ENVIRONMENT & EN	3RD QTR 2026 DISPOSAL FEE	$41,748.85
STATE OF NEBRASKA DEPT OF ENVIRONMENT & EN	3RD QTR 2026 DISPOSAL FEE	$12,723.42
STATE OF NEBRASKA DEPT OF ENVIRONMENT & EN	BROEKEMIER - GRADE 4	$280.00
STEARNS, CONRAD & SCHMIDT CONSULTING ENGI	2026 NPDES Discharge Permit Renewal	$3,250.00
STUART C IRBY CO	GUY GRIPS	$1,531.88
STUART C IRBY CO	STAND OFF BRACKETS	$4,721.94
SURE SHINE CONSTRUCTION LLC	REMOVED & REPLACED SIDEWALK RYDER PARK	$1,500.00
THE WALDINGER CORPORATION	SVC CALL - 6/2/26	$225.00
THERMO KING CHRISTENSEN INC	A/C COMPRESSOR	$369.02
TITAN MACHINERY INC	REPAIR ORDER	$611.02
TRIDENT - TRI CITY DRUG ENFORCEMENT TEAM	PE PI	$2,100.00
TRIDENT - TRI CITY DRUG ENFORCEMENT TEAM	PE/PI	$1,600.00
ULINE INC	STORAGE CABINET	$562.56
UNITED CONVEYOR CORPORATION	FLY ASH PIPING	$741.17
UNITED CONVEYOR CORPORATION	FLY ASH PIPING	$3,591.74
UNITED CONVEYOR CORPORATION	FLY ASH SYSTEM PARTS	$641.23
UNITED FLOW TECHNOLOGIES HOLDCO, LLC	REPAIR & REFURBISH OLD VET'S GRINDER PUMP	$1,451.32
VENUWORKS OF GRAND ISLAND, LLC	RESULUTION 2025-377 OPERATING FUNDS FOR HEC	$30,000.00

VESTIS GROUP, INC	TOWEL & RUG SERVICE	$66.56
VESTIS GROUP, INC	RUGS	$78.39
VESTIS GROUP, INC	RUGS	$78.39
VESTIS GROUP, INC	RUGS	$79.50
VESTIS GROUP, INC	RUGS	$79.50
VESTIS GROUP, INC	RUGS	$79.50
VESTIS GROUP, INC	JANITORIAL SUPPLIES	$72.36
VESTIS GROUP, INC	JANITORIAL SUPPLIES	$23.99
VESTIS GROUP, INC	RUGS & SHOP RAGS	$641.76
VESTIS GROUP, INC	UNIFORM SERVICE	$18.25
VESTIS GROUP, INC	UNIFORMS	$18.25
VESTIS GROUP, INC	RUGS	$55.59
VESTIS GROUP, INC	RUGS	$55.59
VESTIS GROUP, INC	RUGS	$56.41
VESTIS GROUP, INC	RUGS	$56.41
VESTIS GROUP, INC	RUGS	$56.41
WATER REMEDIATION TECHNOLOGY LLC	URANIUM LICENSE FEE '26	$949.50
WATERS EDGE AQUATIC DESIGN LLC	ENG DESIGN SERVICES RENOVATION OF ISLAND OASIS #	$26,926.00
WESCO DISTRIBUTION INC	1/0 POWER CABLE	$191,530.56
WESCO DISTRIBUTION INC	COPPERWELD HIDE WIRE	$7,693.99
WESCO DISTRIBUTION INC	HUSKIE TOOL	$3,516.33
WEST PUBLISHING CORPORATION	LAW LIBRARY	$1,098.00
WHITE CAP, L.P	TUBE	$826.20
WOODSONIA HWY 281 LLC	MAY RECEIPTS COLLECTED IN JUN CONESTOGA	$76,781.03
ZORO TOOLS INC	STRAINER & DRAIN	$314.29
		$6,580,215.11

$0.00

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.e.

Subject: Approving Appointment to the Public Art Commission

Staff Contact: Mayor Roger G. Steele

BACKGROUND: Carolina Ramos has expressed her interest in serving on the Public Arts Commission.
Carolina applied and was approved by the PAC-Public Art Commission at their July 15, Board Meeting.

The above recommendation is made in compliance with the Grand Island City Code and approval is requested. The appointments would become effective immediately upon approval by the City Council and would expire on March 31, 2028.

Greetings,

My name is Carolina Ramos. I was raised in Imperial, Nebraska, and graduated from the University of Nebraska at Kearney with a bachelor's degree in K–12 Art Education. Before joining the Grand Island Public Library, I taught art for nine years. I spent four years teaching kindergarten through eighth grade at Chase County Schools and five years teaching seventh through twelfth grade at Hastings Catholic Schools.

Throughout my teaching career, I coached a variety of sports and activities, including volleyball, basketball, track, one-act, and FFA competitions. In addition to coaching, I served on the Positive Behavioral Interventions and Supports (PBIS) Team at Chase County Schools during my final two years there and was a member of the Unity Board at Hastings Catholic Schools for two years. These experiences strengthened my ability to collaborate, build community, and create meaningful opportunities for students both inside and outside the classroom.

Service has always been an important part of my life. For several summers, I volunteered with Christ in the City in Denver, Colorado, an organization dedicated to loving and serving those experiencing homelessness. Through this work, I had the opportunity to serve in shelters and

soup kitchens while building meaningful relationships with those in need. As a resident of Hall County, I hope to continue expanding my volunteer involvement and giving back to the local community.

I believe art is for everyone, whether they realize it or not. Art awakens within each of us a desire for truth, goodness, and beauty. Truth speaks to the mind, goodness to the will, and beauty to the heart, imagination, and human spirit. Public art has the unique ability to inspire, unite, and enrich a community by making these experiences accessible to everyone. I believe we all share a responsibility to cultivate and celebrate the arts, and I see the Public Art Commission as an important steward of that mission for the City of Grand Island.

I have been fortunate to share my passion for art throughout my career—both through creating my own work and by helping others discover an appreciation for it. It would be an honor to contribute my experience as an educator, artist, and community member to the Public Art Commission and help foster a vibrant and inspiring artistic culture in Grand Island.

Sincerely,

Carolina Ramos

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve Carolina Ramos to the Public Arts Commission.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.f.

Subject: Approving Re-Appointment to the Tree Board

Staff Contact: Mayor Roger G. Steele

BACKGROUND: Curtis Probasco has expressed his interest in being reappointed to the Tree Board.

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 the City Council and would expire on July 31, 2029.

DISCUSSION: N/A

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

RECOMMENDATION: N/A

SAMPLE MOTION: Move to approve as recommended.

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.g.

Subject: #2026-194 - Approving Agreement for the Nebraska Public Transportation Assistance Program for FY 2027

Staff Contact: Charley Falmlen- Transit Program Manager / Keith Kurz, PE- Public Works Director/City Engineer

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BACKGROUND: The City of Grand Island is responsible for ensuring provision of public transportation trips originating or terminating within the urbanized area of the City of Grand Island. All such trips utilize Federal Transit Administration (FTA) 5307 Urbanized Area Formula Grants.

The FTA 5307 Urbanized Area Formula Grants reimburse a portion of the costs associated with operating transit service. Additionally, 5307 Urbanized Area Formula Grants reimburse the City for a portion of the public transit project administration conducted by the Public Works Transit Division. FTA reimburses the City for capital expenses at a ratio of 80/20, and operating expenses at a ratio of 50/50.

Funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City in meeting the required matching funds. If awarded, these State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants.

Funds from the Nebraska Public Transportation Assistance Program are competitive, and the City must complete a new application every year. Last year, the City of Grand Island was awarded Nebraska Public Transportation Assistance Program funding in the amount $459,600.00 for the period of July 1, 2025 to June 30, 2026.

DISCUSSION: On May 9, 2023, via Resolution No. 2023-114, City Council authorized the Mayor to sign the 2023-2024 Nebraska Public Transportation Assistant Program Application, with all future applications being submitted administratively and the agreement presented to City Council for approval.

Public Works Transit Division is requesting a resolution to enter into the agreement for matching funds under the Nebraska Public Transportation Assistance program in the amount

of $463,855.00 for the period of July 1, 2026 to June 30, 2027.

FISCAL IMPACT: Revenue to 22622601.

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 agreement for the Nebraska Public Transportation Assistance Program to aid the City in providing public transit services for FY 2027.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:
1. PTAP Agreement
2. Resolution

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

PROGRAM 305 AGREEMENT

NEBRASKA DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
PROJECT NO. RPT-M401(2027)
CONTROL NO. 42845N

THIS AGREEMENT is between the Nebraska Department of Transportation ("State"), and the City of Grand Island ("City"), is for the purpose of providing partial funding of City's Public Transportation System (hereinafter referred to as "Project").

WHEREAS, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

WHEREAS, the City qualifies as an eligible recipient of public transportation assistance, and

WHEREAS, the City has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

WHEREAS, the City has the capability to provide local matching funds of an amount equal to that provided by the State.

NOW THEREFORE, in consideration of these facts the parties agree as follows:

SECTION 1. PROJECT SCOPE

The City shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as "Project Application", filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

SECTION 2. REDUCED FARES

The City agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-

half of the rates generally applicable to other persons at peak hours for each one-way trip. The City may designate certain peak hours during which this section shall not apply.

SECTION 3. AGREEMENT TERM

The Agreement term shall be from July 1, 2026 until June 30, 2027.

SECTION 4. FUNDING

The State's share shall not exceed State funds of **$463,855** or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement term referred in Section 3.

SECTION 5. PROJECT COST

The State shall subsidize a percentage of the eligible operating deficit and the City agrees to provide, from local sources, funds in an amount equal to the State subsidy. The City shall initiate and pursue to completion all actions necessary to enable the City to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The City further agrees that no refund or reduction of the amount provided will be made, unless there is at the same time a refund to the State of a proportionate amount.

SECTION 6. PROJECT EQUIPMENT USES

The City agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the City shall immediately notify the State and shall dispose of such equipment in accordance with procedures acceptable to the State.

SECTION 7. LEASES OR SUBCONTRACTS

Anytime the City leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third-party subcontracts shall be approved by the State, prior to execution by the City.

SECTION 8. RECORDS AND REPORTS

a) *ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS*

The City shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the State upon request such information as is required in order to assure compliance with this Section and shall immediately notify the State in all cases where the service offered is changed substantially from that described in the Project Application. The City shall establish and maintain, in accordance with requirements established by the State in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

b) *PROJECT COSTS DOCUMENTATION*

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

c) *CHECKS, ORDERS, AND VOUCHERS*

Any check or order drawn by the City with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the City stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

d) REPORTS

The City shall advise the State regarding the progress of the Project at such times and in such manner as the State may require, including, but not limited to meetings and monthly reports. The City shall submit to the State, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the State, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

SECTION 9. PAYMENTS

a) The State shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the City's invoice.

b) Payments shall be made for costs incurred within the scope of this Agreement. The City shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the State no later than August 15th following the close of the Agreement term. The invoices shall be signed by a duly authorized representative of the City, certifying that all of the items therein are true and correct. Per these terms, the State will make every reasonable effort to provide payment to the City within (30) calendar days.

SECTION 10. INSPECTIONS AND AUDIT

The City shall permit the State, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the City as part of the Project, all transportation services rendered by the City by the use of such vehicles, facilities and equipment and all relevant Project data and records. The City shall also permit the State or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the City pertaining to the Project.

SECTION 11. TERMINATION

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

a) The City discontinues providing the transportation services as agreed;
b) The City takes any action pertaining to this Agreement without the approval of the State and which under the procedures of this Agreement would have required the approval of the State;
c) The commencement, prosecution or timely completion of the Project by the City is, for any reason, rendered improbable, impossible or illegal;
d) The City shall be in default under any provision of this Agreement;
e) The City fails to provide sufficient matching funds as defined in its Project Application;
f) The City desires termination for any reason.

SECTION 12. AGREEMENT CHANGES

Any proposed change in this Agreement shall be submitted to the State for its prior approval.

SECTION 13. PROHIBITED INTERESTS

Any member, officer, or employee of the City shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

SECTION 14. NONDISCRIMINATION

The City agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the State of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

SECTION 15. CLAIMS

The City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the City. It is further agreed that any and all employees of the City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

SECTION 16. INSURANCE

The City shall maintain in amount and form satisfactory to the State such insurance or, if permitted by law, City shall maintain a self-insurance program as will be adequate to protect the equipment throughout the period of contract performance. The insurance shall consist of collision, comprehensive and liability coverage of not less than the following amounts:

A. General Liability –

(1) Limits of at least:

a. $ 1,000,000 Per Occurrence

b. $ 2,000,000 General Aggregate

c. $ 2,000,000 Completed Operations Aggregate (if applicable)

d. $ 1,000,000 Personal/Advertising Injury

B. Automobile Liability –

(1) Limits of at least:

a. $ 1,000,000 CSL Per Accident

C. Workers' Compensation –

(1) Limits: Statutory coverage for the state where the project is located.

(2) Employer's Liability limits:

a. $500,000 Each Accident

b. $500,000 Disease – Per Person

c. $500,000 Disease – Policy Limit

The insurance referred to in (B.) above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The City may at its option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies.

City shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

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

EXECUTED by the City on: _____

BY: _____

TITLE: _____

EXECUTED by State on: _____

_____

Jodi Gibson

Local Assistance Division Manager

EXHIBIT A

NONDISCRIMINATION CLAUSES

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

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R E S O L U T I O N 2026-194

WHEREAS, The City of Grand Island is responsible for ensuring provision of public transportation trips originating or terminating within the urbanized area of the City of Grand Island. All such trips utilize Federal Transit Administration (FTA) 5307 Urbanized Area Formula Grants; and

WHEREAS, The FTA 5307 Urbanized Area Formula Grants reimburse a portion of the costs associated with operating transit service; and

WHEREAS, additionally, 5307 Urbanized Area Formula Grants reimburse the City for a portion of the public transit project administration conducted by the Public Works Transit Division; and

WHEREAS, FTA reimburses the City for capital expenses at a ratio of 80/20, and operating expenses at a ratio of 50/50; and

WHEREAS, such State funds will be used towards the City's local matching obligation for 5307 Urbanized Area Formula Grants.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the 2026-2027 Nebraska Public Transportation Assistance Program Agreement, in the amount of $463,855.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.h.

Subject: 2026-195 - Approving Temporary Construction Easement for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (TBARE Holdings, LLC)

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

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BACKGROUND: This project is part of the overall Claude Road/Diers Avenue improvements of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street, which has 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 allows for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. The Diers Avenue improvements are the second component to this project. Also associated with this project are 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 has received approval for NDOT safety funds and will involve coordination with NDOT throughout the project.

The Public Works Department is proposing a concrete curb and gutter roadway section along with sidewalk, traffic control, drainage and all other associated improvements needed to complete the project.

To accommodate such improvements a temporary construction easement is necessary.

DISCUSSION: A temporary construction easement is needed for the reconstruction of State Street/Diers Avenue. All property acquisitions and negotiations were handled by a third party, Olsson, Inc. of Grand Island, Nebraska, who worked with the affected property owners to sign the necessary documents to grant the property, as shown on the attached sketch. Payment to the affected property owner totals $6,271.00, as detailed on the resolution.

FISCAL IMPACT: Fund will be paid out of 21000001-1100-40069.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for State Street/Diers Avenue Improvements; Project No. 2026-P-1, in the total amount of $6,271.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution
2. TBARE Holdings TE Exhibit

R E S O L U T I O N 2026-195

WHEREAS, a temporary construction easement is required by the City of Grand Island, from property described below for the construction of State Street/ Diers Avenue Improvements; Project No. 2026-P-1:

Property Owner	***Legal Description***	***Cost***
TBARE Holdings, LLC	A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, FUGATE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, FUGATE SUBDIVISION AND THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE STREET AND THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE ON AN ASSUMED BEARING OF N00°32'42"W, ON EAST LINE OF SAID LOT 1 AND SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE S56°42'04"W A DISTANCE OF 12.98 FEET; THENCE S89°58'46"W A DISTANCE OF 148.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF DIERS AVENUE; THENCE N45°17'17"W, ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 57.54 FEET; THENCE N00°32'43"W, ON THE EAST RIGHT-OF-WAY LINE OF DIERS AVENUE, A DISTANCE OF 39.90 FEET; THENCE N89°28'26"E A DISTANCE OF 10.43 FEET; THENCE S00°31'34"E A DISTANCE OF 14.97 FEET; THENCE S34°36'05"E A DISTANCE OF 67.43 FEET; THENCE N89°58'46"E A DISTANCE OF 101.72 FEET; THENCE N55°55'14"E A DISTANCE OF 40.89 FEET; THENCE N00°32'42"W A DISTANCE OF 22.65 FEET; THENCE N89°27'18"E A DISTANCE OF 16.00 FEET TO SAID EAST LINE OF LOT 1 AND SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE S00°32'42"E ON SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 48.57 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 4043.45 SQUARE FEET OR 0.093 ACRES MORE OR LESS.	$6,271.00

Total= $6,271.00

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

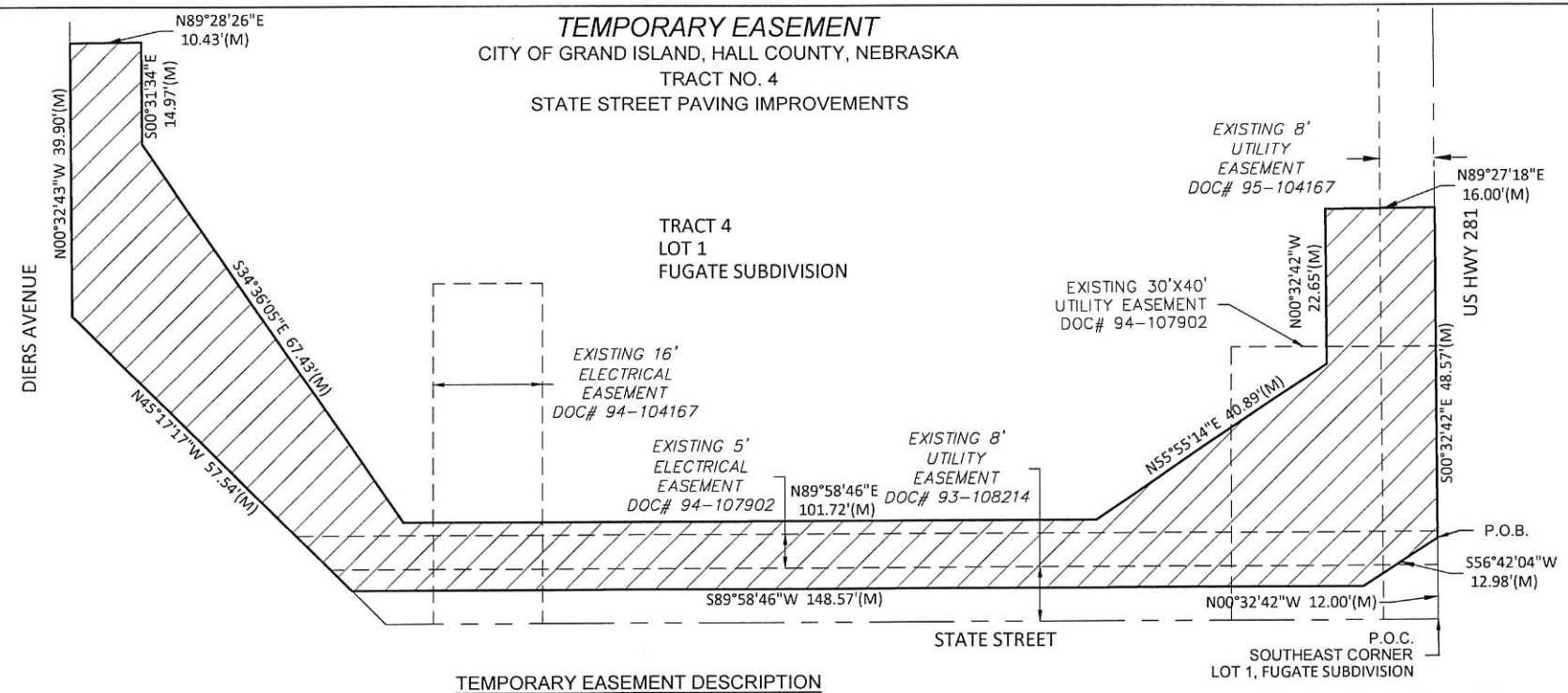
Jill Granere, City Clerk

TEMPORARY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 4

STATE STREET PAVING IMPROVEMENTS



TEMPORARY EASEMENT DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN PART OF LOT 1, FUGATE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, FUGATE SUBDIVISION AND THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE STREET AND THE WEST RIGHT OF WAY LINE OF HIGHWAY 281; THENCE ON AN ASSUMED BEARING OF N00°32'42"W, ON EAST LINE OF SAID LOT 1 AND SAID WEST RIGHT OF WAY LINE OF HIGHWAY 281, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE S56°42'04"W A DISTANCE OF 12.98 FEET; THENCE S89°58'46"W A DISTANCE OF 148.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF DIERS AVENUE; THENCE N45°17'17"W, ON SAID RIGHT OF WAY LINE, A DISTANCE OF 57.54 FEET; THENCE N00°32'43"W, ON THE EAST RIGHT OF WAY LINE OF DIERS AVENUE, A DISTANCE OF 39.90 FEET; THENCE N89°28'26"E A DISTANCE OF 10.43 FEET; THENCE S00°31'34"E A DISTANCE OF 14.97 FEET; THENCE S34°36'05"E A DISTANCE OF 67.43 FEET; THENCE N89°58'46"E A DISTANCE OF 101.72 FEET; THENCE N55°55'14"E A DISTANCE OF 40.89 FEET; THENCE N00°32'42"W A DISTANCE OF 22.65 FEET; THENCE N89°27'18"E A DISTANCE OF 16.00 FEET TO SAID EAST LINE OF LOT 1 AND SAID WEST RIGHT OF WAY LINE OF HIGHWAY 281; THENCE S00°32'42"E ON SAID EAST LINE AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 48.57 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 4043.45 SQUARE FEET OR 0.093 ACRES MORE OF LESS.

LEGEND

- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- TEMPORARY EASEMENT
- M — MEASURED DISTANCE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT

N

0' 10' 20'

SCALE IN FEET

PROJECT NO:	A21-07494
DRAWN BY:	BDP
DATE:	01.23.2026

TEMPORARY EASEMENT

olsson

201 East 2nd Street
Grand Island, NE 68801

olsson.com
TEL 308.384.8750

Olsson - Survey
Nebraska COA #000127

EXHIBIT 4T

F:\2021\07001-07500\021-07494-A\40-Design\Exhibits\Easements\Tract 4_TE_A2107494.dwg
DATE: Jan 23, 2026 8:53pm USER: jjimenez

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.i.

Subject: #2026-196 - Approving Award of Professional Engineering Consulting Services for Floodplain/Floodway Remapping for Moores Creek Eastern Tributary Along Broadwell Avenue from Capital Avenue to North US Highway 281

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

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BACKGROUND: With the proposed developments in the Veterans Village the floodplain/floodway needs to be remapped/rerouted to ensure drainage for the area.

DISCUSSION: Through these engineering services there will be coordination with design and environmental permitting teams to develop new alignment channel for Moore's Creek eastern tributary that accommodates ongoing development of Veterans Village and the future Broadwell Avenue overpass of the BNSF railway. While two potential grading plans will be evaluated, one alignment will be set prior to working through the FEMA submittal. The alignment will be based on potential footprint of the future embankment for the overpass and grading of the Veterans Village recreational facilities. The scope for this mapping process is based on the submission of a single alignment remaining constant through the FEMA CLOMR submittal process. Through this agreement the FEMA CLOMR application will be prepared and submitted, as well as correspondence and any revisions to the application handled.

This work is desired to reduce the floodplain and floodway footprint in the SE corner of the Veterans Village development allowing for grading work to occur in these areas. Due to this be a long process to implement, it is desired to begin as soon as possible as to not inhibit future project timing.

Services are to be provided for an amount not to exceed $92,680.00.

FISCAL IMPACT: Funds will be paid out of Good Life District funds, 23911402-85490

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

RECOMMENDATION: City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Floodplain/Floodway Remapping for Moores Creek Eastern Tributary Along Broadwell Avenue from Capital Avenue to North US Highway 281 to Olsson, Inc. of Grand Island, Nebraska for an amount not to exceed $92,680.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Olsson, Inc. Agreement
2. Resolution

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

July 20, 2026

City of Grand Island, Nebraska
Attn: Keith Kurz
100 1st Street
Grand Island, NE 68801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Good Life District Floodplain/Floodway Relocation in Grand Island, Hall County, Nebraska (40.950505° N, -98.360087° W), also referred to as ("the "Project").

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, Nebraska ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon Notice to Proceed (NTP)
Anticipated Completion Date: One Year After NTP

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Keith Kurz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Chase Jelden, PWS

By _____
Jessica Casey, Senior Scientist

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Grand Island, Nebraska

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
Scope of Services
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 20,2026 between City of Grand Island, Nebraska ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, Nebraska

Project Description: Floodplain/Floodway Remapping for Moore's Creek Eastern Tributary along Broadwell Avenue from Capital Avenue to North U.S. Highway 281

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Floodplain Mapping Services

Phase 050 – Project Administration and Coordination $10,200 (TMNTE)

Olsson shall provide overall project management, communication, and coordination necessary to deliver services defined in this agreement.

Task 051 – Project Coordination

Provide overall project management, coordination, and communication necessary to support completion of the services described herein. Services include managing project scope, schedule, and budget; coordinating internal staff and subconsultants; serving as the primary point of contact with the Client; coordinating with City of Grand Island staff and permitting agencies; attending and facilitating project meetings; preparing meeting summaries and action items; providing periodic progress updates; maintaining project documentation; performing internal QA/QC of deliverables; and coordinating review comments and responses.

Phase 100 – Floodway Revision Investigation $18,200 (TMNTE)

Task 101 – Channel Realignment Coordination

Coordinate with design and environmental permitting teams to develop new alignment for channel for Moore's Creek Eastern Tributary that accommodates ongoing development of Veterans Village and the future Broadwell Avenue overpass of the BNSF railway. One alignment will be set at the beginning of the project. That alignment will be based on potential footprint of the future embankment for the overpass and grading of the Veterans Village recreational facilities. The scope for this mapping process is based on the single alignment remaining constant through the FEMA CLOMR submittal process.

Task 102 – Preliminary Hydraulic Analysis

Update the effective hydraulic model for the Moore's Creek Eastern Tributary adjacent to Broadwell Avenue, from Capital Avenue to U.S. Highway 281. Update the model to reflect current, more accurate topographic information based on LiDAR, hydraulic structure data, survey data, or other data sources of information.

Update model based on preliminary design of proposed realignment of Eastern Tributary channel developed in Task 101. Evaluate two proposed grading/site plans. Revise and adjust preliminary designs based on modeling results. Revise floodplain and floodway boundaries based on grading in preliminary plans. This is an iterative process. Olsson will spend up to 130 hours developing the proposed conditions model, including coordination with the design and permitting team to refine models and plans as preliminary design progresses. If additional time is required, a separate scope of agreement will need to be negotiated. The proposed conditions model will include planned crossings of the Eastern Tributary and sizes of hydraulic structures. One grading/site plan will be chosen and incorporated into the FEMA application process.

Phase 200 – FEMA CLOMR Application $26,040 (TMNTE)

Since a floodway revision and physical realignment of the channel are included, a Conditional Letter of Map Revision will need to be submitted and approved by FEMA prior to construction of the proposed improvements. This revision only affects one Flood Insurance Rate Map panel (Community-Panel No. 311081C 0125D, effective date 08/01/2019). Thus, Olsson does not anticipate a Physical Map Revision (PMR) process will be required (where FEMA republishes maps). If a PMR is required, the scope and fee will need to be revised to reflect preparation of new FIRM panel, GIS database, FIS, and other FEMA information. FEMA application fees are not included in the fee estimate provided. Olsson will pay FEMA application fees and submit to Client for reimbursement.

If the results from Phase 100 above indicate the channel realignment can be accomplished in conjunction with the proposed Broadwell Avenue overpass and Veterans Village projects, then the FEMA Letter of Map Change (LOMC) process will be initiated. The overpass will not be included in the CLOMR, because it likely won't be completed for at least 5 years. The LOMR that follows the CLOMR has to be based on as-built or as-graded conditions. Since the LOMR will be submitted prior to the overpass construction, the overpass cannot be included in the LOMR. A separate LOMR may be required for the overpass, after construction is complete. Separate modeling, including concept design of the Broadwell overpass will be performed as part of this scope to determine any impact the future construction of the overpass will have on floodplain mapping. As noted, the channel realignment will be designed to accommodate the future overpass embankment.

Task 201 – Prepare FEMA CLOMR Application Submittal

Update models based on completed preliminary plans (prepared by others). Provide effective, corrected effective, existing, and post-project models, as appropriate, for submittal. Prepare MT-2 application forms, topographic work maps, annotated FIRM panels, FIS tables, models, pubic notices, and data for submittal to FEMA. Compile into a complete Letter of Map Change application. Review maps, models and data with City of Grand Island prior to submittal to FEMA. The maps and information created in this stage will become the new effective maps and information for the City of Crete.

Task 202 – Correspond with FEMA, Revise Application

Coordinate with FEMA reviewer to address CLOMR application review comments and provide additional data required to complete review. Review and revise application documents based on reviewer comments. Compile and resubmit revised CLOMR application. Olsson will spend up to 102 hours coordinating with FEMA to address review comments. If additional time is required to address comments, a separate scope and fee agreement will need to be created to cover the additional time.

Phase 300 – FEMA LOMR Application $26,040 (TMNTE)

LOMR applications must be based on as-graded or as-built conditions. Following completion of construction for area projects, possibly including the channel improvement/realignment project, and the Veterans Village Improvements, Olsson will submit the Letter of Map Revision (LOMR) application based on the previously submitted CLOMR application. The LOMR submittal process is essentially the same as the CLOMR process outlined in Phase 200 above. Certified, as-built drawings for post-project conditions will be needed for the LOMR application. This scope and fee estimate is developed under the assumption the proposed improvements will be constructed in accordance with the preliminary plans submitted with the CLOMR application and the FEMA reviewer comments will be consistent with those received during the CLOMR submittal process. If the constructed channel realignment, overpass, or Veterans Village facilities differ significantly from what was included in the CLOMR, the scope and fee for the LOMR will need to be revised.

Phase 400- Environmental Services $14,000 (TMNTE)

Task 401 - Aquatic Resources Delineation

Olsson will complete an Aquatic Resources Delineation of the project study area as shown in the topo survey limits, which is defined as approximately four (4) acres in Grand Island, Hall County, Nebraska. Olsson will follow the methods described in the U.S. Army Corps of Engineers Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0) (March 2010).

- **Desktop Review.** Olsson will complete a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the U.S. Geological Survey (USGS) National Hydrography Dataset, U.S. Fish and Wildlife Service National Wetlands Inventory, USGS 7.5 minute topographic maps, Natural Resources Conservation Service soil data, and current and historical aerial imagery.
- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands and other waters identified during the desktop review. The site visit must be conducted during the Corps specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Great Plains Region Data Forms will be filled out. Photographs documenting site conditions, including wetlands and other waters, will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Paired sample points method for identifying wetlands

following the regional guidance will be used.
    - During the site visit a survey for federally and state-listed threatened and endangered species that could potentially exist within the project study area and their habitat will occur.
- **Report.** Upon completion of the site visit a report documenting the findings of the Aquatic Resources Delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include a narrative of how the Aquatic Resources Delineation was conducted and a summary of the results of the Aquatic Resources Delineation. Figures documenting information gathered during the desktop review and figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit. The report will also include a description of Olsson's opinion of whether the wetlands and other waters are jurisdictional and, therefore, Waters of the U.S.

Task 402 - Pre-Construction Notification

Olsson assumes the project will be eligible for a Nationwide Permit (NWP) 14 – Linear Transportation from the U.S. Army Corps of Engineers (USACE) for the project. It is believed this project will include less than 0.5 acre of impacts to jurisdictional wetlands and impacts to jurisdictional streams will be reviewed for mitigation needs. If there are impacts to Waters of the U.S. and thus an NWP is necessary for the project, Olsson will prepare a Pre-Construction Notification (PCN) letter as part of the NWP application. As part of the NWP process, Olsson will also coordinate with the USFWS, the Nebraska Game and Parks Commission, and the Nebraska Historic Preservation Officer.

Following the submittal of the NWP application, Olsson will request a PCN meeting with USACE to verify that they have all the required information needed to process the application.

If project changes increase impacts after the PCN submittal and a modification of the NWP application or wetland mitigation site identification and design is needed, or if an Individual Permit is determined to be required after impacts have been calculated, additional fees and scope will be required.

After the permit is obtained, a summary sheet detailing permit conditions will be prepared to assist in compliance during construction.

Task 403 - Stream Assessment

Olsson will complete a stream assessment for project where an unnamed channel flows through project study area. Olsson will follow methodology established by the USACE Nebraska Stream Condition Assessment Procedure (NeSCAP). Services will include the following:

- **Site Visit.** Olsson biologists will conduct a site visit to collect information regarding existing conditions of stream channels and riparian areas based on criteria and variables outlined in the NeSCAP methodology. Olsson anticipates that project study area and stream channels in question will require no more than three independent riparian reaches requiring assessment. Riparian reaches will be identified with GPS and documented with photographs. Olsson

biologists will estimate the post-project future conditions of each riparian reach evaluated using the proposed project design and assign scores for each NeSCAP variable accordingly.

- **Report.** Upon site visit completion, Olsson will prepare a report documenting the stream assessment findings detailing the pre-construction and anticipated post-construction condition of each riparian reach. The NeSCAP report will include a narrative of how the assessment was completed and an overall summary of the pre-construction conditions and post-constructure conditions for each riparian reach. Comparisons of the pre- and post-construction condition scores will be provided in the NeSCAP calcbook. A discussion regarding the need for mitigation based on the NeSCAP calcbook results will be provided. A photo log documenting the site and location of each riparian reach will be provided.

Compensation

Task	Description	Fee	Fee Type
Phase 050: Project Administration & Coordination			
051	Project Coordination		
	Subtotal	$8,400	TMNTE
Phase 100: Floodway Revision Investigation			
101	Channel Realignment Coordination		
102	Preliminary Hydraulic Analysis		
	Subtotal	$18,200	TMNTE
Phase 200: FEMA CLOMR Application			
201	Prepare FEMA CLOMR Application Submittal		
202	Correspond with FEMA, Revise Application		
	Subtotal	$26,040	TMNTE
Phase 300: FEMA LOMR Application			
301	FEMA LOMR Application		
	Subtotal	$26,040	TMNTE
Phase 400: Environmental Services			
401	Aquatic Resources Delineation		
402	Pre-Construction Notification		
403	Stream Assessment		
	Subtotal	$14,000	TMNTE
	Total Contract	**$92,680**	**TMNTE**

Assumptions

Client Will Provide:

1. Location Information as a Google Earth kmz (.kmz) or shapefile (.shp)
2. Arranged access along the project study area
3. The aquatic resources delineation task may be considered optional if a wetland delineation report can be provided and the field work must have occurred less than 5 years from the date of the PCN submittal.

Items Not Included In Scope:

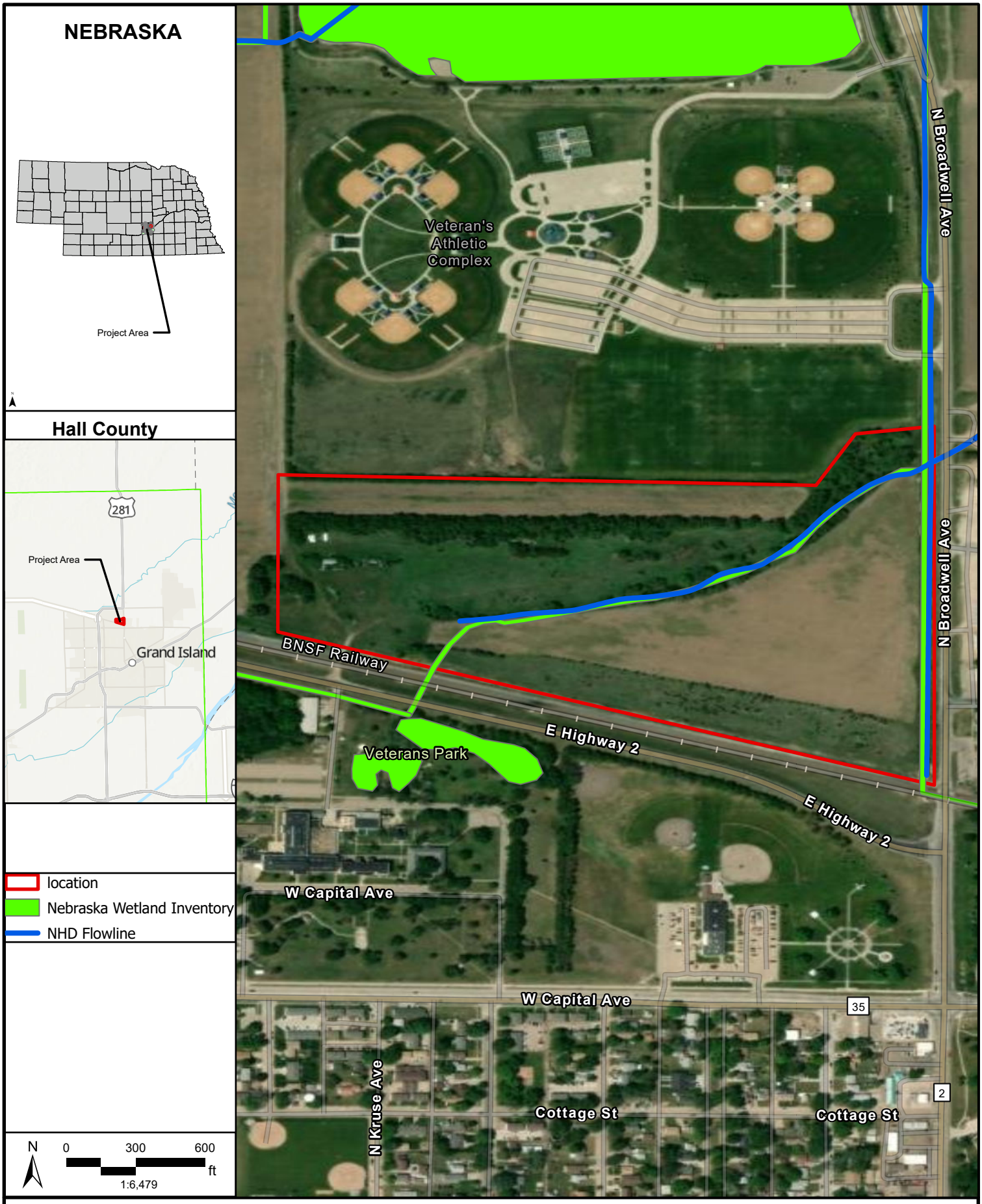
1. Individual Section 404 Permit Application
2. Site Visits with the State or Federal Agencies
3. Migratory Bird Treaty Act Nesting Surveys
4. Bald and Golden Eagle Nest Surveys

5. Agency Requested Threatened and Endangered Species Specific Survey
6. Agency Requested Historic or Cultural Resource Surveys
7. Floodplain Permitting
8. Wetland Mitigation Services
9. Conceptual and Final Mitigation Plan

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality, and scope. Olsson anticipates the LOMC submittal will meet standard FEMA requirements. However, Olsson cannot guarantee that the CLOMR or LOMR will be approved by FEMA.

This scope and fee estimate does not include site visits or in-person attendance of meetings at the project site or in Grand Island. Olsson will attend up to six video conference meetings through the duration of the project. This scope does not include design or design calculations, preparation of concept design plans or construction plans and specifications, preparation and submittal of permit applications, or coordination with any other state or federal agency besides FEMA. This scope and fee does not include any submittals to or coordination with the railroad or NDOT.



Location Map

olsson

C:\Users\cjelden\AppData\Local\Temp\ArcGISProTemp11848\Untitled\Untitled.aprx PUBLISHED BY: cjelden DATE: June 12, 2026

GCS WGS 1984

Basemap: USGS Topography Map

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 20, 2026 between City of Grand Island. ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

R E S O L U T I O N 2026-196

WHEREAS, with the proposed developments in the Veterans Village the floodplain/floodway needs to be remapped/rerouted to ensure drainage for the area; and

WHEREAS, Olsson, Inc. of Grand Island, Nebraska has been selected to provide engineering services for design and environmental permitting to develop new alignment channel for Moore's Creek eastern tributary that accommodates ongoing development of Veterans Village and the future Broadwell Avenue overpass of the BNSF railway; and

WHEREAS, through this agreement the FEMA CLOMR application will be prepared and submitted, as well as correspondence and any revisions to the application handled; and

WHEREAS, services are to be provided for an amount not to exceed $92,680.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island and that the City Clerk shall store, retain, and make available for access all related and herein referenced documents in the same manner as contracts and agreements are retained..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.j.

Subject: #2026-197 - Approving PGS Coal Combustion Residual (CCR) Groundwater Services - Task 30

Staff Contact: Ryan Schmitz

BACKGROUND:

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

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

DISCUSSION:

On September 27th, 2016, Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash land fill closure plan, Post-closure plan, and Run on/run off control system plan for a cost not to exceed $86,290.00.

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

On October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and

Run-Off Control System Plan for a cost not to exceed $39,970.00. On March 10, 2020, Council approved HDR Engineering to amend Task 10 to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-On and Run-Off Control system for an additional cost not to exceed $14,860.00.

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

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

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

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

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

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

On March 9, 2021, Council approved HDR Engineering to complete Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater reports for a cost not to exceed $39,900.00.

On December 28, 2021, Council approved HDR Engineering to complete Task 18 for the CCR Annual Landfill Inspection, Fugitive Dust Control report and the annual CCR generation and utilization report for a cost not to exceed $13,580.00.

On April 26, 2022, Council approved HDR Engineering to complete Task 19 for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed $40,000.00.

On November 22, 2022, Council approved HDR Engineering to complete Task 20 for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report for a cost not to exceed $13,890.00.

On February 28, 2023, Council approved HDR Engineering to complete Task 21 for the CCR

2023 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2023, and th3 2023 Spring and Fall Groundwater Reports for a cost not to exceed $40,000.00.

On December 5, 2023, Council approved HDR Engineering to complete Task 22 for the CCR 2023 Inspection and Reporting required by EPA and NDEE for the PGS Ash Landfill including the Inspection by professional engineer, Annual Dust Control Report and the Annual CCR generation and reuse report to NDEE for a cost not to exceed $14,750.00.

On February 27, 2024, Council approved HDR Engineering to complete Task 23 for the 2024 CCR Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2024, and the 2024 Spring and Fall Groundwater Reports for a cost not to exceed $41,000.00.

On October 22, 2024, Council approved HDR Engineering to complete Task 24 for the CCR Rule and to prepare for the Title 132 Permit Renewal Application for submittal to the Nebraska Department of Environment and Energy (NDEE) for a cost not to exceed $37,630. 00.

On December 3, 2024, Council approved HDR Engineering to complete Task 25 for the for the CCR Rule Annual Landfill Inspection, Fugitive Dust Annual Control Report, and the Generation and Utilization Annual Report for a cost not to exceed $14,680.00.

On April 22, 2025, Council approved HDR Engineering to complete Task 26 to comply with the United States Environmental Protection Agency's changes for the Legacy CCR Surface Impoundments and Management Units for the Facility Evaluation Reporting for a cost not to exceed $24,000.00. Council approved HDR Engineering to complete Task 27 for the CCR Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2025, and the 2025 Spring and Fall Groundwater Reports for a cost not to exceed $42,000.00.

On October 28, 2025, Council approved HDR Engineering to complete Task 28 for the CCR 2025 Inspection and Reporting required by EPA and NDEE for the PGS Ash Landfill including the annual Landfill Inspection Report, the CCR Fugitive Dust Control Report and the CCR Generation and Utilization Report for a cost not to exceed $15,060.00.

On March 24, 2026, Council approved HDR Engineering to complete Task 29 for the 2026 CCR Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2026, and the 2026 Spring and Fall Groundwater Reports for a cost not to exceed $42,500.00.

Task 30 is being presented for the CCR 2026 Inspection and Reporting required by EPA and NDWEE for the PGS Ash Landfill including the annual Landfill Inspection Report, the CCR Fugitive Dust Control Report and the CCR Generation and Utilization Report for a cost not to exceed $15,600.00.

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

In accordance with City procurement code, plant staff recommends that the Council authorize HDR Engineering continue their services as the Consulting Engineer for the Platte Generating

Station CCR requirements.

FISCAL IMPACT: The expense will be charged to 52070691.50520 (520.00045)

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that Council authorize HDR Engineering, Inc of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 30 for a fee not to exceed $15,600.00.

SAMPLE MOTION:

Move to approve the resolution authorizing the Mayor to authorize HDR Engineering, Inc, of Omaha, Nebraska for Engineering Services for the Platte Generating Station CCR Groundwater Services –Task 30 for a fee not to exceed $15,600.00.

ATTACHMENTS:

1. Task 30 Scope of Work
2. Resolution

TASK ORDER 30

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

TASK ORDER NUMBER: **30**
PROJECT NAME: **2026 CCR Annual Inspection & Reports**

PART 1.0 PROJECT DESCRIPTION:

The intent of this Scope of Services is to conduct the annual inspection/report and annual coal combustion residuals (CCR) fugitive dust control report required by the Federal Disposal of Coal Combustion Residuals from Electric Utilities final rule (Federal CCR Rule) for the Platte Generating Station (PGS) Ash Landfill (CCR unit) at the Platte Generating Station in Grand Island, Nebraska. These services also include preparing the annual CCR generation and utilization report required by the Nebraska Department of Water, Energy and Environment (DWEE) permit conditions for the PGS Ash Landfill.

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

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

Task 100 – CCR Landfill Annual Inspection

1. HDR will conduct the annual inspection for the CCR unit. As required by the Federal CCR rule §257.84, annual inspections are to be conducted to ensure that the design, construction, operation, and maintenance of the CCR unit are consistent with recognized and generally accepted good engineering standards. The annual inspection will be conducted by a qualified professional engineer. Annual inspection will include:
    - Review of available information regarding status and condition of the CCR unit, including weekly inspections, previous annual inspection, PGS work orders, DWEE inspection/communications, and files available in operating record.
    - Visual inspection to identify signs of distress or malfunction of unit and appurtenant structures.
2. HDR will prepare an annual inspection report for the CCR unit to identify and discuss findings of the inspection as well as discuss potential remedies for addressing any deficiencies discovered during the inspection. The inspection report will include observations of the following:
    - Any changes in geometry of the structure since the previous annual inspection.
    - Approximate volume of CCR contained in the unit at the time of the inspection.
    - Any appearances of actual or potential structural weakness of the CCR unit, in addition to any existing conditions that are disrupting or have the potential to disrupt the operation and safety of the CCR unit.
    - Any other visible change(s) which may have affected the stability or operation of the CCR unit since the previous annual inspection.
3. HDR will send a draft report (electronically) to the City for review and comment. City shall provide comments within ten calendar days. HDR will address comments and provide a signed final annual inspection report electronically.
4. HDR will provide the City a draft notification letter to DWEE on the availability of the annual inspection report as required by the Federal CCR rule §257.106. The City will put the notification letter on City letterhead, sign and submit to DWEE.

Task Deliverables:
- Draft Annual Inspection Report
- Final Annual Inspection Report
- Draft notification letter for City use

Planned Meetings:
One (1) day site visit for annual inspection.

Key Understandings:
1. One site visit to Platte Generating Station will be conducted by one HDR professional for annual inspection. Site visit is anticipated to occur in November/December 2026 (i.e., should occur when minimal to no snow at the PGS Ash Landfill and date prior to the required deadline for this subsequent annual inspection).
2. Discussion of potential remedies in the annual inspection report does not include evaluations, analysis, or designs of features.
3. City will provide annual survey surface and results, and work orders, photos, DWEE inspections, and any other data applicable to the PGS Ash Landfill.
4. Annual Inspection Report and certification will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
5. The City will post the annual inspection report on their public CCR website and send notification letter to DWEE within 30 days of placement in the facility operating record.

Task Schedule:

Notice to Proceed	November 2026
Annual inspection site visit	before December 11, 2026
Draft Annual Inspection Report	by January 4, 2027
Final Annual Inspection Report	January 12, 2027
PE certification & draft notification letter	January 15, 2027
City place in facility operating record	no later than January 15, 2027
City post to CCR website/DWEE notification	within 30 days of placement in facility operating record

Task 200 – Annual CCR Fugitive Dust Control Report
1. HDR will review the most recent amended CCR Fugitive Dust Control Plan (dated February 28, 2025) and previous annual CCR fugitive dust control report. HDR will request and review documentation provided by the City on fugitive dust control measures taken at the Platte Generating Station since the last annual report (dated December 17, 2025). We will also review the weekly inspection reports and PGS work orders for CCR fugitive dust and resulting actions. Documentation and input will be obtained from the City on the following for CCR rule compliance:
    - Description of the actions taken by the City to control CCR fugitive dust
    - Record of all citizen complaints
    - Summary of any corrective measures taken

    HDR will review the documentation provided, discuss the control measures and corrective actions with the City to confirm the activities (via conference call), and incorporate the summary of information into the draft annual CCR Fugitive Dust Control Report. The draft annual report will be submitted to the City for review and comments.
2. HDR will incorporate City comments and finalize the Annual CCR Fugitive Dust Control Report for the PGS Ash Landfill.
3. HDR will draft the notification letter to DWEE on the availability of the annual CCR fugitive dust control report as required by CCR rule §257.106. The City will put on City letterhead, sign and submit to DWEE.

Task Deliverables:
- Draft CCR Fugitive Dust Control Report
- Final CCR Fugitive Dust Control Report
- Draft notification letter for City use

Planned Meetings: None. Communications will occur via emails and telephone calls.

Key Understandings:
1. HDR will utilize report format developed previously as starting basis for annual report.
2. Signed final report will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
3. The City will post the fugitive dust control report on their public CCR website and notify DWEE within 30 days of placement in the facility operating record.

Task Schedule:

Notice to Proceed	November 2026
Data Received from City	December 1, 2026
Draft Annual CCR Dust Control Report	December 10, 2026
Final Annual CCR Dust Control Report	December 17, 2026
City place in facility operating record	no later than December 17, 2026 (i.e., within 12 months from date of last report)
Draft notification letter	by December 21, 2026
City post to CCR website/DWEE notification	within 30 days of placement in facility operating record

Task 300 – Annual CCR Generation & Utilization Report
1. Pursuant to the DWEE Title 132 permit and special permit conditions, the DWEE requires the City to submit an annual report by January 15th of each year that summarizes the generation and utilization of fly ash, bottom ash, and scrubber ash for the previous 12 months. The report will also include the volume of bottom ash and scrubber ash that is currently in storage piles in the PGS Ash Landfill.
2. HDR will review the 2026 CCR generation and utilization from the PGS provided by the City. We will evaluate the data along with the survey quantities, calculate and convert generation & utilization quantities by CCR type to compare to survey volumes, summarize the data in table format, and prepare a technical memorandum describing the CCR quantities and trends. Volume information on CCR storage piles within the PGS Ash Landfill will be obtained from the CCR Annual Inspection Report (see Task 30-100). The draft memorandum will be submitted to the City for review and comments.
3. HDR will incorporate City comments and finalize the Annual CCR Generation & Utilization Report for the PGS Ash Landfill. HDR will submit the report to DWEE on behalf of the City.

Task Deliverables:
- Draft memorandum with CCR Generation & Utilization Report
- Final memorandum with CCR Generation & Utilization Report

Planned Meetings: None. Communications will occur via emails and telephone calls.

Key Understandings:
1. HDR will develop summary table and memorandum report format, utilizing the previous report prepared in January 2026 as starting basis.
2. CCR data provided by the City for the inspection report will be used in the calculations and for the table, supplemented with the November & December 2026 CCR quantities. City will provide the December 2026 data to HDR by January 5, 2027.
3. Final report will be provided in PDF format.

Task Schedule:

Notice to Proceed	November 2026
Remaining 2026 CCR Data received from City	January 5, 2027
Draft memorandum	January 8, 2027
Final memorandum	January 14, 2027
Submit to DWEE	by January 15, 2027

PART 3.0 OWNER'S RESPONSIBILITIES:

1. City will provide copies of all weekly inspections performed, maintenance and corrective actions that have occurred for the PGS Ash Landfill from December 2025 through December 2026. City will identify and make available files in the operating record of PGS work orders, ash trucked out, and other data on the status and condition of the PGS Ash Landfill.
2. City will provide most recent survey and CCR quantities disposed in the existing PGS Ash Landfill since the last survey. Survey files from most recent survey should be provided in AutoCAD format and/or xml file. City will also provide recorded quantities of CCR disposed and removed for beneficial use through the date of the inspection.
3. City will provide monthly CCR generation and utilization quantities for fly ash, bottom ash and scrubber ash from January 1, 2026 through December 31, 2026.
4. City will provide access to the site and all structures and features related to the PGS Ash Landfill. City personnel may accompany HDR during the annual site inspection.
5. City will place the annual inspection report into the facilities' operating record by January 15, 2027. Within 30 days of such placement, City will post the report on the CCR website and comply with submitting the notification requirements to the DWEE.
6. Any deficiencies or release identified during the annual inspection will be remedied by City as soon as possible. City will need to prepare the documentation detailing the corrective measures taken.
7. City will provide copies of the following information from December 2025 to December 2026:
    - Work orders or other record of the actions taken by the City to control CCR fugitive dust. This should include any periodic assessments performed by the City to assess the effectiveness of the control plan.
    - Record of all citizen complaints (available from the City's procedures to log citizen complaints).
    - PGS Work orders or other record of any corrective measures taken to control CCR fugitive dust.
    - Identification of meetings (dates, agenda and/or minutes) where CCR fugitive dust control discussed.
8. City will place the Annual CCR Fugitive Dust Control Report in the facility operating record by December 17, 2026. Within 30 days of the placement, City will post the report on their CCR web site and submit notification to DWEE.

PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule for each task is outlined within the tasks above.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a time and materials basis with an agreed maximum amount of Fifteen Thousand Six Hundred dollars ($15,600.00) without additional City authorization. The following table contains a breakdown of the estimated fee by task for this project.

Estimated Total Fee	Task Description	
Task 100	CCR Landfill Annual Inspection	$8,760
Task 200	Annual CCR Fugitive Dust Control Report	$2,670
Task 300	Annual CCR Generation & Utilization Report	$4,170
	TOTALS	**$15,600**

Time and Materials shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.20 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

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

HDR will add ten percent (10%) to invoices received by HDR from subconsultants and subcontractors to cover administrative expenses and vicarious liability. No subcontractor is anticipated on these tasks.

This Task Order is executed this _____ day of _____, 2026.

CITY OF GRAND ISLAND, NE		HDR ENGINEERING, INC.	
"OWNER"		"ENGINEER"	
BY:	_____	BY:	Ann Williams Ann Williams (07/06/2026 07:04:43 CDT)
NAME:	_____	NAME:	Ann Williams, P.E.
TITLE:	_____	TITLE:	Senior Vice President
ADDRESS:	100 East First Street Grand Island, NE 68801	ADDRESS:	1917 S. 67th Street Omaha, NE 68106

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

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

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

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

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

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

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

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

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

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

WHEREAS, on September 22, 2020, Council approved Task 16 for the CCR

Groundwater Services for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed $13,310.00; and

WHEREAS, on March 9, 2020, Council approved Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports at a cost not to exceed $39,900.00; and

WHEREAS, on December 28, 2021, Council approved HDR Engineering to complete Task 18 for the CCR Annual Landfill Inspection, Fugitive Dust Control report and the annual CCR generation and utilization report for a cost not to exceed $13,580.00; and

WHEREAS, on April 26, 2022, Council approved HDR Engineering to complete Task 19 for the CCR 2022 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2022, and the 2022 Spring and Fall Groundwater Reports for a cost not to exceed $40,000.00; and

WHEREAS, on November 22, 2022, Council approved HDR Engineering to complete Task 20 for the CCR Annual Landfill Inspection, Fugitive Dust Annual Control Report, and CCR Generation and Utilization Annual Report for a cost not to exceed $13,890.00; and

WHEREAS, on February 28, 2023, Council approved HDR Engineering to complete Task 21 for the CCR 2023 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2023, and the 2023 Spring and Fall Groundwater Reports for a cost not to exceed $40,000.00; and

WHEREAS, on December 5, 2023, Council approved HDR Engineering to complete Task 22 for the CCR 2023 Inspection and Reporting required by EPA and NDEE for the PGS Ash Landfill including the inspection by a professional engineer, Annual Dust Control Report, and the Annual CCR generation and reuse report to NDEE for a cost not to exceed $14,750.00; and

WHEREAS, on February 27, 2024, Council approved HDR Engineering to complete Task 23 for the CCR 2024 CCR Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2024, and the 2024 Spring and Fall Groundwater Reports for a cost not to exceed $41,000.00; and

WHEREAS, on October 22, 2024, Council approved HDR Engineering to complete Task 24 for the CCR Rule and to prepare for the Title 132 Permit Renewal Application for submittal to the Nebraska Department of Environment and Energy (NDEE) for a cost not to exceed $37,630.00; and

WHEREAS, on December 3, 2024, Council approved HDR Engineering to complete Task 25 for the for the CCR Rule Annual Landfill Inspection, Fugitive Dust Annual Control Report, and the Generation and Utilization Annual Report for a cost not to exceed $14,680.00; and

WHEREAS, on April 22, 2025, Council approved HDR Engineering to complete

Task 26 to comply with the United States Environmental Protection Agency's changes for the Legacy CCR Surface Impoundments and Management Units for Facility Evaluation Reporting for a cost not to exceed $24,000.00 and Task 27 for the 2025 CCR Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2025, and the 2025 Spring and Fall Groundwater Reports for a cost not to exceed $42,000.00; and

WHEREAS, on October 28, 2025, Council approved HDR Engineering to complete Task 28 is being presented for the CCR 2025 Inspection and Reporting required by EPA and NDEE for the PGS Ash Landfill including the annual Landfill Inspection Report, the CCR Fugitive Dust Control Report and the CCR Generation and Utilization Report for a cost not to exceed $15,060.00; and

WHEREAS, on March 24, 2026, Council approved HDR Engineering to complete Task 29 for the 2026 CCR Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2026, and the 2026 Spring and Fall Groundwater Reports for a cost not to exceed $42,500.00; and

WHEREAS, Task 30 is being presented for the CCR 2026 Inspection and Reporting required by EPA and NDWEE for the PGS Ash Landfill including the annual Landfill Inspection Report, the CCR Fugitive Dust Control Report and the CCR Generation and Utilization Report for a cost not to exceed $15,600.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 30 for CCR 2026 Inspection and Reporting required by EPA and NDWEE for the PGS Ash Landfill including the annual Landfill Inspection Report, the CCR Fugitive Dust Control Report and the CCR Generation and Utilization Report for a cost not to exceed $15,600.00.

BE IT FURTHER RESOLVED that the Mayor and designee are hereby authorized to execute all documents necessary to effect the purpose of this Resolution.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.k.

Subject: #2026-198 - Approving PECO LLC Micro-TIF Application (Expedited Plan) for CRA Area 1 - 410 W. Koenig Street

Staff Contact: Chad Nabity

BACKGROUND: PECO, LLC is proposing to redevelop the property located at 410 W Koenig Street. The developer is proposing to construct a 4-plex at the above-listed address. The property is zoned B-3: Heavy Business Zone and is located within the Community Redevelopment Authority Area # 1. The proposed valuation at completion for the project is expected to increase from $14,219 to $476,903. A fire damaged the property in 2025 and the structures were removed. This is a vacant infill lot. PECO LLC is requesting $122,903 in tax increment financing for a project with $800,000 in anticipated TIF eligible expenditures. The project qualifies as rural workforce housing as defined in the Community Redevelopment Act.

The Nebraska Unicameral approved the use of expedited reviews of redevelopment plans (Micro-TIF) with the passage of LB1020 and has since modified it with the passage of LB1065 in 2022 and LB531 in 2023.

The goal of this legislation was to make Tax Increment Financing (TIF) more accessible to individuals that own properties in the oldest parts of rural Nebraska communities. Rural communities are defined as those communities in a county with a population of less than 100,000.

Only a single redevelopment project can be approved using Micro-TIF.

Micro-TIF can be used for:

- The repair, rehabilitation, or replacement of an existing structure that has been within the corporate limits of the city for at least sixty years and is located within a substandard and blighted area; or

- The redevelopment of a vacant lot that is located within a substandard and blighted area

that has been within the corporate limits of the city for at least sixty years and has been platted for at least sixty years.

The use of Micro-TIF is further limited by the assessed value of the project upon completion:

- $350,000 for a project involving a single-family residential structure, or
- $1,500,000 for a project involving a multi-family residential structure or a commercial property, or
- $10,000,000 for a project involving a structure included in the National Register of Historic Places.

DISCUSSION: The application form for Micro-TIF has been created by the Nebraska Department of Economic Development and has been used by the City of Grand Island as required by the Statute. (See Attached)

Community Development staff members Rashad Moxey and Chad Nabity were designated by the City Administrator following passage of Resolution 2023-308 to conduct the expedited review of redevelopment plans and report to City Council.

This application/plan is being sent to Council after staff approval per subparagraph (C) of Nebraska Revised Statutes 18-2155:

(c) The governing body shall determine whether to approve or deny the redevelopment plan within thirty days after submission of the plan. A redevelopment plan may be denied if:

(i) The redevelopment plan does not meet the requirements of subsection (2) of this section;

Staff reviewed the application and found that the application as submitted meets all of the requirements for approval. The applicant has met the following requirements for approval per subsection (2) of the Nebraska Revised Statutes 18-2155:

- ***The redevelopment plan is limited to one project.***
- ***The redevelopment project is located within a substandard and blighted area.***
- ***The redevelopment of a vacant lot that is located within a substandard and blighted area that has been within the corporate limits of the city for at least sixty years and has been platted for at least sixty years.***
- ***The assessed value of the property within the redevelopment project area when the project is complete is estimated to be no more than: $1,500,000 for a project involving a multi-family residential structure.***

(ii) Approval of the redevelopment plan would exceed the annual limit established under subsection (3) of this section;

- ***This is the sixth of twenty authorized for 2026 by Council Resolution 23-308.***

(iii) The redevelopment plan is inconsistent with the city's comprehensive development plan.

- ***This is a permitted use within the B3 Heavy Business Zone district and is consistent with the Comprehensive Plan.***

There is no reason for Council to Deny this plan/application. Statute requires approval by the governing body.

FISCAL IMPACT: The project, if approved, will defer the taxes on the increased value of the property for 15 years from the completion of the project. At the end of 15 years, the full valuation will support the various taxing entities. Based on the Assessor's information, the estimated value of the vacant property is $14,219, which generates a tax base of $251. The existing taxes will continue to support the various taxing entities. It is expected that if approved, the CRA will enter into a contract and issue a bond to the developer in the amount of up to $122,690.This is based on the projected increase of value to the property of $462,684 with the 2025 current mil levy rate of $1.767803 per $100 valuation or an increment of $8,179 annually.

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

1. Approve the resolution as presented.

RECOMMENDATION: Community Development staff recommends that Council approve the application as it meets all the requirements pursuant to the NEB. REV. STAT. § 18-2155 of the Act.

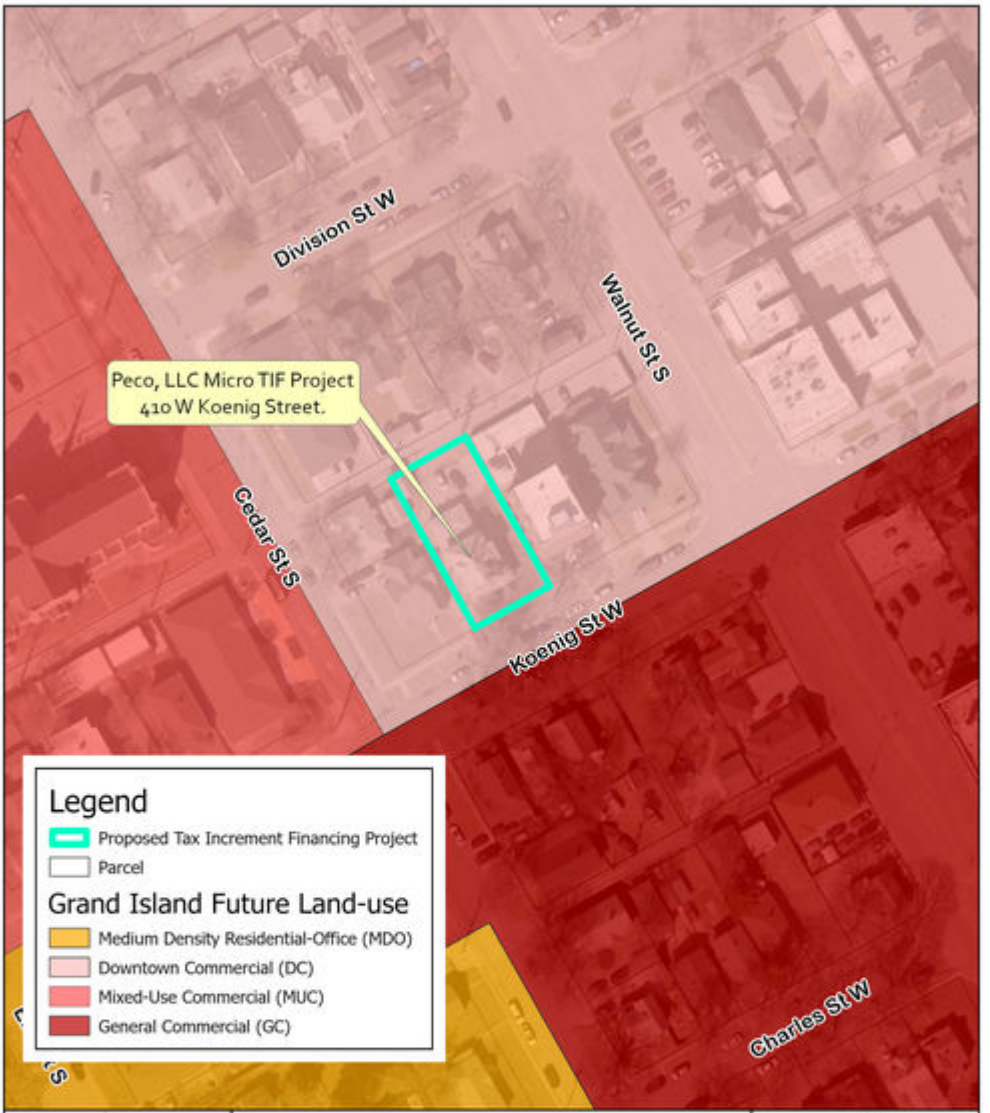
SAMPLE MOTION: Move to approve Resolution #2026-169 for the PECO LLC Micro-TIF Application (Expedited Plan) for CRA Area 1- 410 W Koenig Street as presented.

ATTACHMENTS:

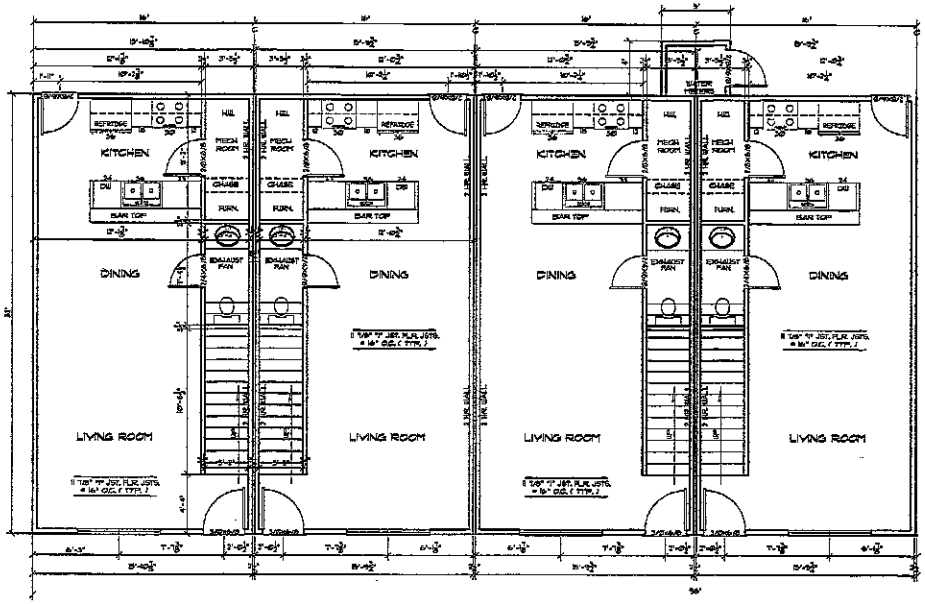
1. Due to security concerns and incidents involving applicants receiving fraudulent spam emails requesting application fees
3. Map
4. Floorplan
5. Assessor What IF
6. Resolution

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/craapplication



Path: P:\MXD_Files\ArcGIS_Pro\TIF_Landuse\TIF_Landuse.aprx

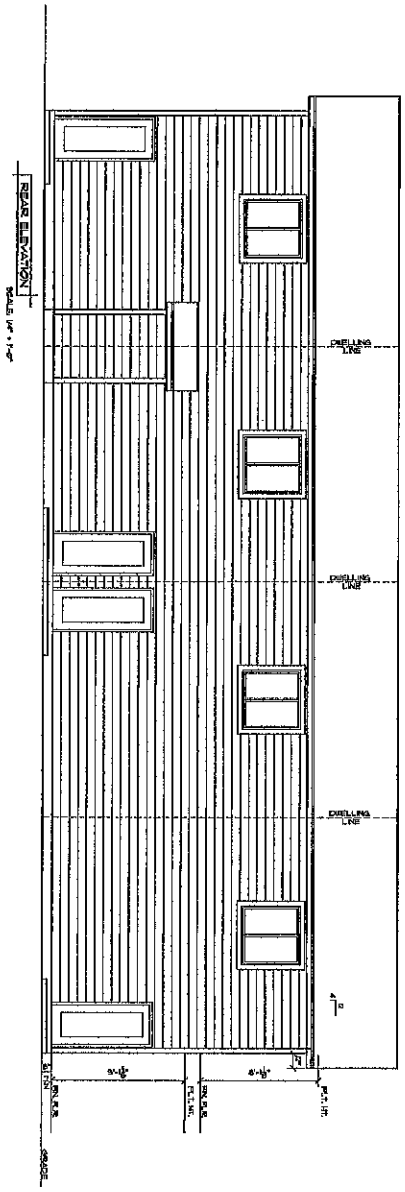


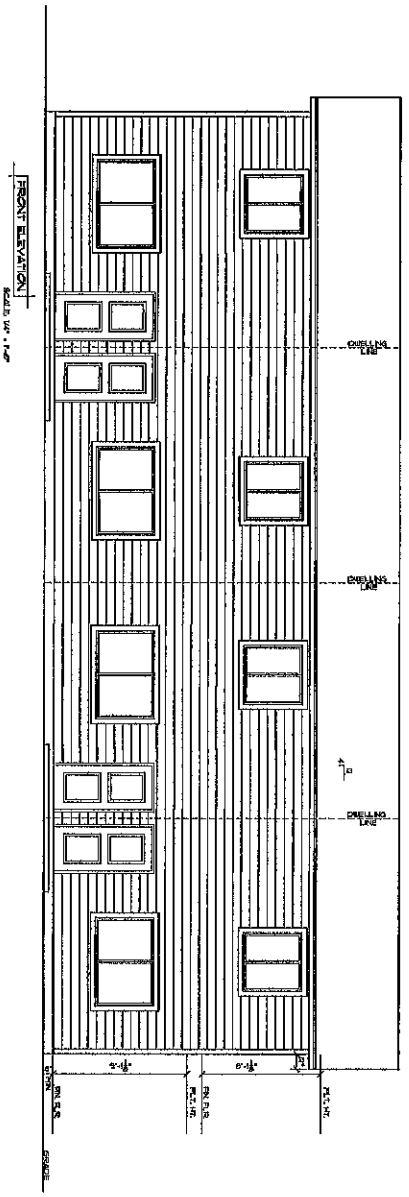
FLOOR PLAN

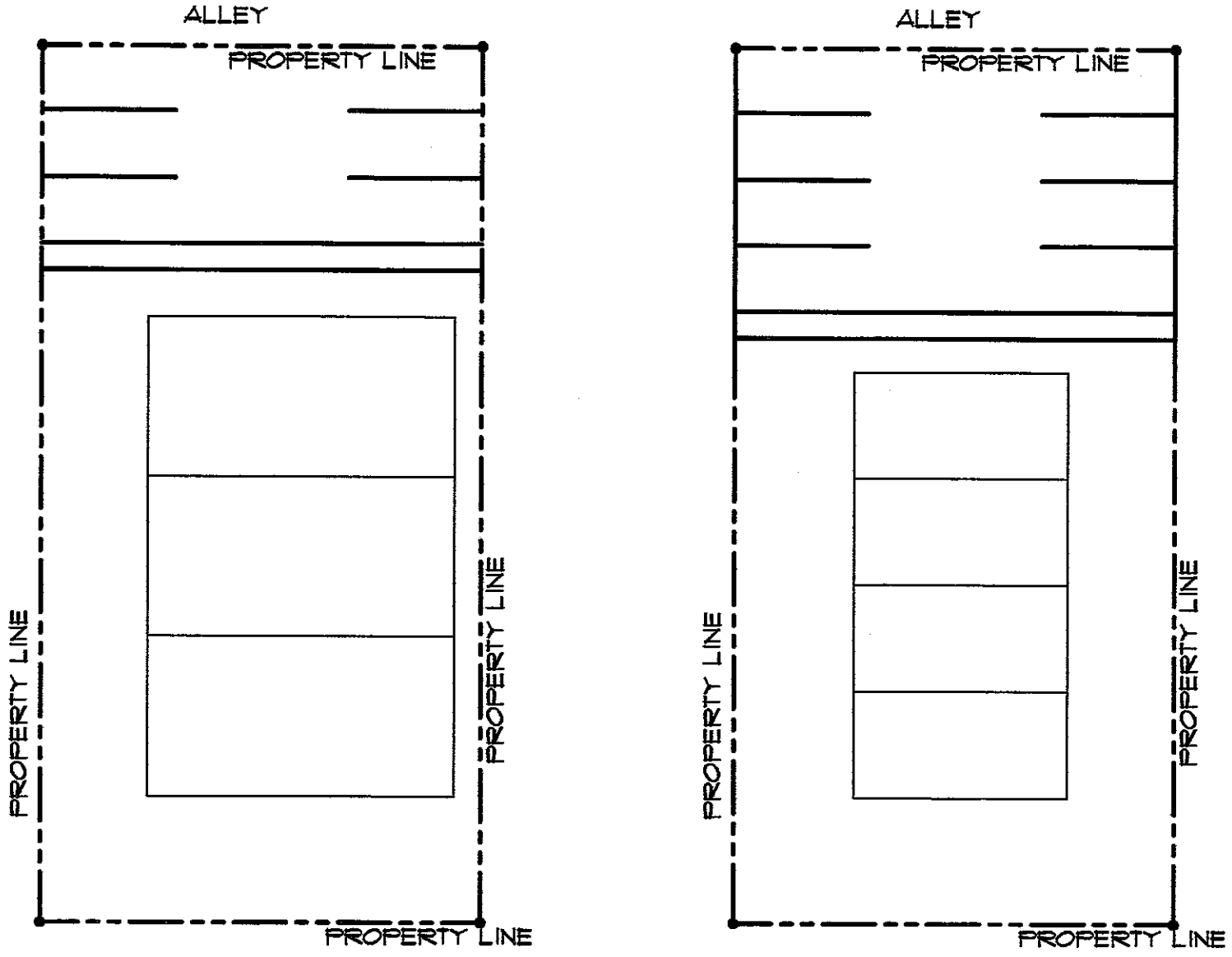
SCALE: 1/4" = 1'-0"

2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"


REAR ELEVATION
DWELLING LINE
DWELLING LINE
DWELLING LINE
GRADE


FRONT ELEVATION
DWELLING LINE
DWELLING LINE
DWELLING LINE
GRADE



NORTH

SITE PLAN

SCALE: 1" = 20'-0"

MIPS
NEBRASKA - COUNTY - SOFTWARE

HALL COUNTY

2025 Appraisal Property Record Card

Parcel ID	400080729	(24201)
Cadastral ID	00000-00000-00000	
PAD Class Code	02-01-03-01-03-01	
State GEO	3315-00-0-14170-099-0007	

Owner

LESLIE/PETER M & COURTNEY A
136 W ST JOSEPH ST
SPALDING, NE 68665

Situs

410 W KOENIG ST GRAND ISLAND NE 68801

Neighborhood	1001 - GI- RES SE OLD
District	5 - GRAND ISLAND 2

Legal

RAILROAD ADD LT 6 BLK 99

Primary Image Information

Image ID	0
Image Date	
File Name	
Description	

Marshall & Swift Cost Approach (07/2022)

Total Building Area	4,096	
Total Base Value	462,684	
Modifier Value	0	
Misc Improvements	0	
Replacement Cost New	462,684	
Phys/Func Depreciation Loss	(0)	
RCN Less Phys/Func	462,684	
Economic Depreciation	0.000%	
RCNLD	462,684	
Depreciated Improvements	0	
Outbuilding Value	0	
Total Improvement Value	462,684	
Land Value	0	
Total Appraised Value	462,684	112.96/SqFt

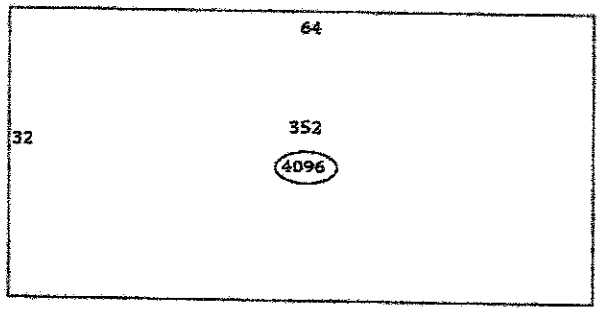
Property Valuation

Valuation Method	Cost Approach	
Improvement	462,684	
Land/Lot	0	
Total	462,684	112.96/SqFt

Income Approach

Potential Gross Income (PGI)	0	
Vacancy & Collection Loss	0	
Vacancy & Collection Percent	0.00%	
Miscellaneous Income	0	
Effective Gross Income (EGI)	0	
Total Expenses	0	
Total Expenses Percent	0.00%	
Net Operating Income (NOI)	0	
Income Capitalization Rate	0.00	
Indicated Value	0	

Parcel ID 400080729 (24201)	**Legal**	**Cadastral ID**	00000-00000-00000
Owner	RAILROAD ADD LT 6 BLK 99	**PAD Class Code**	02-01-03-01-03-01
LESLIE/PETER M & COURTNEY A		**State GEO**	3315-00-0-14170-099-0007
Situs			
410 W KOENIG ST GRAND ISLAND NE 68801			
Neighborhood 1001 - GI- RES SE OLD			



Sequence	Code	Description	Base Area	Multiplier	Total Area
1	COMM	352	2,048	2.00	4,096
		Total Building Area	**2,048**		**4,096**

R E S O L U T I O N #2026-198

RESOLUTION REGARDING APPROVAL OF AN EXPEDITED REVIEW OF A REDEVELOPMENT PLAN IN CRA AREA 16 LOCATED AT 2108 W 18th STREET.

WHEREAS, the City of Grand Island, Nebraska, (the "City") created the Community Redevelopment Authority of the city of Grand Island, Nebraska, (the "Authority") pursuant to the Act with powers to implement redevelopment plans approved by the Grand Island City Council; and

WHEREAS, the City has designated portions of the City as substandard and blighted pursuant to the Nebraska Community Development Law, NEB. REV. STAT. §§ 18-2101 through 18-2157 (the "Act"); and

WHEREAS, the Act, in NEB. REV. STAT. §§ 18-2155, allows cities in counties with populations less than 100,000 to expedite reviews of certain redevelopment plans. The City is located in Hall County, Nebraska, which has a population of 62,895 according to the 2020 Census Data; and

WHEREAS, the City Council approved resolution, 2023-308 on November 21, 2023 allowing the use of expedited reviews of redevelopment plans pursuant to the NEB. REV. STAT. §§ 18-2155 of the Act, guaranteeing expedited approval of applications which met the criteria set forth in the Act. Specifically:

- The redevelopment plan is limited to one project;
- The redevelopment project is located within a substandard and blighted area;
- The redevelopment project involves a vacant platted lot that has been within the corporate limits of the city for at least sixty years;
- The assessed value of the property within the redevelopment project area when the project is complete is estimated to be no more than: One Million Five Hundred Thousand dollars for a redevelopment project involving a multi-family residence.

WHEREAS, the City Council approved an annual limit of twenty (20) expedited reviews of redevelopment plans pursuant to the NEB. REV. STAT. §§ 18-2155 of the Act; and

WHEREAS, Council resolution 2023-308 granted the City Administrator the authority to delegate the review of expedited redevelopment plans and the City Administrator subsequently designated Chad Nabity and Rashad Moxey from the Community Development Department as such reviewer; and

WHEREAS, Chad Nabity reviewed the application and approved it on July 15, 2026, and

WHEREAS, PECO LLC submitted an application for property located at 410 W. Koenig Street. (Parcel # 400080729 – Lot 6 Block 99 of Railroad Addition), Grand Island, NE on the state approved form from the Nebraska Department of Economic Development through the City's online application system pursuant to the NEB. REV. STAT. §§ 18-2155 of the Act; and

WHEREAS, the application submitted by PECO LLC serves as the sixth of twenty (Annual limit) expedited reviews of redevelopment plans set forth by the City Council pursuant to the NEB. REV. STAT. §§ 18-2155 of the Act; and

WHEREAS, the redevelopment plan is for one project located at 410 W. Koenig Street in CRA Area #1, records indicate that the property was subdivided in 1871 as an addition to the City of Grand Island; and

WHEREAS, based on the Assessor's information and an estimated value of the vacant property is $14,219 and an estimated value after completion of $476,903; and

WHEREAS, the applicant requested $122,690 in Tax Increment Financing for the proposed project located at 410 W Koenig Street in CRA Area #1; and

WHEREAS, the applicant estimates a total cost of $800,000 for construction of the a 4-plex on the property and workforce housing TIF allows expenditures of up to $250,000 per unit it is anticipated that there are sufficient eligible activities for the $122,690 request; and

WHEREAS, staff has reviewed the application and recommends the approval of $122,690 in Tax Increment Financing for the proposed project located at 410 W. Koenig Street in CRA Area #1 based on the 2025 tax levy as presented on the Treasurers website.

NOW THEREFORE, BE IT RESOLVED, that the City Council confirms the applicant qualifies for expedited review and approval of their redevelopment plan, accepts, and approves their application as submitted for CRA Area 1 located at 410 W Koenig Street authorizing $122,690 in Tax Increment Financing.

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

CITY OF GRAND ISLAND

_____

Roger Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.I.

Subject: #2026-199 - Approving Purchase of Arena Lighting for Big Iron Events Center (formerly Heartland Event Center)

Staff Contact: Patrick Brown

BACKGROUND:

Grand Island has made significant investments over the past two decades in recreational and tourism-related facilities that serve both residents and visitors. Facilities such as the Big Iron Event Center (formerly Heartland Events Center) play an important role in the local economy by supporting tourism, events, and community programming.

The facility is reaching points where major infrastructure improvements are required to maintain operational functionality, safety, and competitiveness with peer communities. The proposed improvements include mechanical systems, lighting, roofing, and sound systems. Without timely reinvestment, deferred maintenance costs and operational risks are expected to increase.

DISCUSSION: Musco Sports Lighting LLC is the leader in sports and large area lighting and facility solutions. Musco offers expertise in making responsible lighting affordable and expanding recreational opportunities. Their experience in arena lighting includes venues including Pinnacle Bank Arena in Lincoln and CHI in Omaha. This is the same company that Honeywell recommended to City Council during their presentations. By using the Sourcewell Cooperative, the City will incur significant savings.

FISCAL IMPACT: Fiscal impact is $673,732 which would be paid out of the recent bond proceeds for the Event Center and Island Oasis renovations.

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

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

4. Take no action on the issue

RECOMMENDATION: City Administration recommends approving the purchase of arena lighting from Musco for $673,732

SAMPLE MOTION: Move to approve as recommended

ATTACHMENTS:
1. Quote
2. Quote Detail
3. Musco Sports Lighting Contract
4. Resolution

Quote

Date: July 15, 2026
Expiration: August 15, 2026

Project: Heartland Event Center
Grand Island, NE
Musco Project Number: 244947

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL
Sourcewell Member Number: 94907

Materials Delivered to Job Site - Project Management - Installation

Fan Experience Lighting ***$380,079***
RGBW Upgrade ***$105,912***
Aisle Lighting ***$187,741***

Applicable taxes are not included.
Labor, installation, unloading of the equipment, demo of existing equipment and bonding are included.
Estimate is confidential. Pricing and lead times are effective for 30 days only.

SportsCluster® System with Total Light Control – TLC for LED™ technology

Guaranteed Light Performance

- Guaranteed light levels per Design Scan

System Description – Base Bid

- (65) TLC-LED-550 Factory aimed and assembled luminaries
- **(20) TLC-LED-RGBW Factory aimed and assembled luminaries – if adder is taken**
- (16) TLC-LED-1200 Factory aimed and assembled luminaries
- (54) ETC aisle lights
- All mounting hardware and custom mounts
- Factory wired and tested remote electrical component enclosures
- Disconnects and UL listed assemblies

Show-Light® Pro Entertainment System

- (1) master control cabinet and (1) rack data unit and (1) touchscreen for onsite control of lighting effects
- Up to 30 lighting scenes and 4 standard and 2 optional lighting effects
- 4 minutes of light show programming set to customer supplied and licensed music
- Scene programming must be requested within 90 days of commissioning, Effect and Show programming must be requested within 12 months of commissioning
- Remote and touchscreen on/off control
- Onsite dimming (high/med/low/blackout) and Custom color lighting control

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts on the date of shipment
- Final aiming and commissioning of system and Project Manager to be on site during critical times of installation

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

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Attn: Musco Contracts
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL
Sourcewell Member Number: 94907

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Estimate is based on following conditions:

- Shipment of entire project together to one location
- 277 Volt, 1 phase electrical system requirement
- Assumes standard Musco finishes
- 6-8 weeks from purchase order to get product on-site. 4-6 weeks to complete installation.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Nathan Johnson Key Accounts Musco Sports Lighting, LLC
Phone: 319-331-6734 E-mail: nathan.johnson@musco.com

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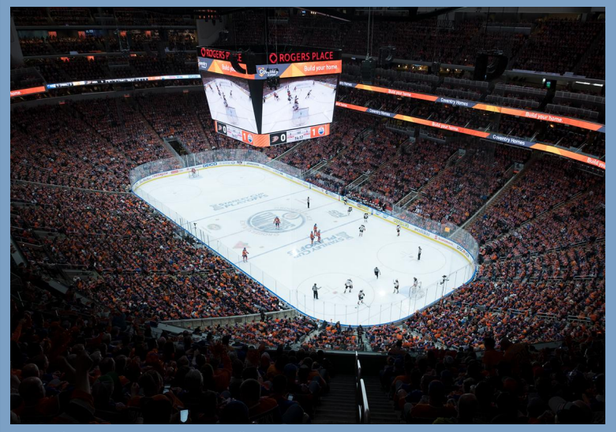
We Make It Happen®



Nationwide Arena Hockey, Columbus, Ohio, USA



University of Miami Watsco Center, Miami, Forida, USA



Rogers Place NHL Arena, Edmonton, Alberta, Canada



TD Garden, Boston, Massachusetts, USA

Heartland Event Center

Grand Island, NE

Sales Representative: Nathan Johnson · Designed By: C.Hensley · Design No.: 244947 · May 29, 2025

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Heartland Event Center
Grand Island, NE

LIGHTING SYSTEM

Structure/Fixture Summary

Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Avg Load	Max Load	Circuit
A1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A2L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A3L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A4L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A5L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A6L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A7L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A8L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A9L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A10L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A11L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A12L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A13L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A14L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
A15-A16		63'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
A17		64'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
A18		66'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
AE1		61'	1	TLC-LED-550	0.49 kW	0.54 kW	D
AE2L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	D
AE3		64'	1	TLC-LED-550	0.49 kW	0.54 kW	D
AR1L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
AR2L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
AR3L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
AR4L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
AR5		65'	1	TLC-RGBW	0.64 kW	0.64 kW	C
B1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B2L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B3L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B4L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B5L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B6L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B7L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B8L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B9L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B10L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B11L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B12L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B13L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B14L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
B15-B16		63'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
B17		64'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
B18		66'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
BE1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	D
BE2		64'	1	TLC-LED-550	0.49 kW	0.54 kW	D
BR1L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
BR2L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
BR3L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
BR4L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
BR5		65'	1	TLC-RGBW	0.64 kW	0.64 kW	C
C1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C2L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C3L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C4L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C5L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C6L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C7L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C8L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C9L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C10L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C11L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C12L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C13L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C14L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
C15-C16		63'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
C17		64'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
C18		66'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
CE1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	D
CE2		64'	1	TLC-LED-550	0.49 kW	0.54 kW	D
CR1L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
CR2L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
CR3L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
CR4L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
CR5		65'	1	TLC-RGBW	0.64 kW	0.64 kW	C
D1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D2L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D3L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D4L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D5L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D6L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D7L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D8L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D9L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D10L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D11L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D12L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D13L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D14L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	A
D15-D16		63'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
D17		64'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
D18		66'	1	TLC-LED-1200	1.05 kW	1.17 kW	B
DE1L		58'	1	TLC-LED-550	0.49 kW	0.54 kW	D
DE2		64'	1	TLC-LED-550	0.49 kW	0.54 kW	D
DR1L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
DR2L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
DR3L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
DR4L		58'	1	TLC-RGBW	0.64 kW	0.64 kW	C
DR5		65'	1	TLC-RGBW	0.64 kW	0.64 kW	C
101			**101**		**61.24 kW**	**66.62 kW**	

NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

Circuit Summary

Circuit	Description	Avg Load	Max Load	Fixture Qty
A	CATWALK SIDE	27.22 kW	30.24 kW	56
B	CATWALK END	16.85 kW	18.72 kW	16
C	RGBW	12.80 kW	12.80 kW	20
D	EMERGENCY	4.37 kW	4.86 kW	9

Fixture Type Summary

Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-RGBW	C	LED 3000K - 80 CRI	640W	19,703	>120,000	>120,000	>120,000	4
TLC-RGBW	C	LED 3000K - 80 CRI	640W	22,503	>120,000	>120,000	>120,000	16

Type	Circuit	Source	Avg Wattage	Max Wattage	Constant Lumens	Application	Quantity
TLC-LED-1200	B	LED 4500K - 75 CRI	1053W	1170W	126,225	100k	16
TLC-LED-550	A	LED 4500K - 75 CRI	486W	540W	56,381	100k	56
TLC-LED-550	D	LED 4500K - 75 CRI	486W	540W	56,381	100k	9

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Heartland Event Center
Grand Island, NE

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4
TLC-RGBW	4.5	4.3	3.8	3.3	2.7	2.5	1.9

NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Arena Floor	Horizontal Illuminance	105.58	73	131	1.79	1.44	A,B	72
Arena Floor	Main Camera	64.43	20	90	4.44	3.17	A,B	72
Arena Floor Emergency	Horizontal Illuminance	7.45	3	10	4.00	2.85	D	9
Arena Floor RGBW	Horizontal Illuminance	6.06	3	12	4.57	2.34	C	20
Basketball	Horizontal Illuminance	111.05	95	123	1.29	1.17	A	56
Basketball	Main Camera	70.15	55	85	1.52	1.26	A	56
Bleachers	Horizontal Illuminance	30.99	2	87	53.24	19.03	A,B	72
Bleachers Emergency	Horizontal Illuminance	4.85	1	15	20.96	6.91	D	9
Bleachers RGBW	Horizontal Illuminance	4.25	1	14	26.50	8.14	C	20

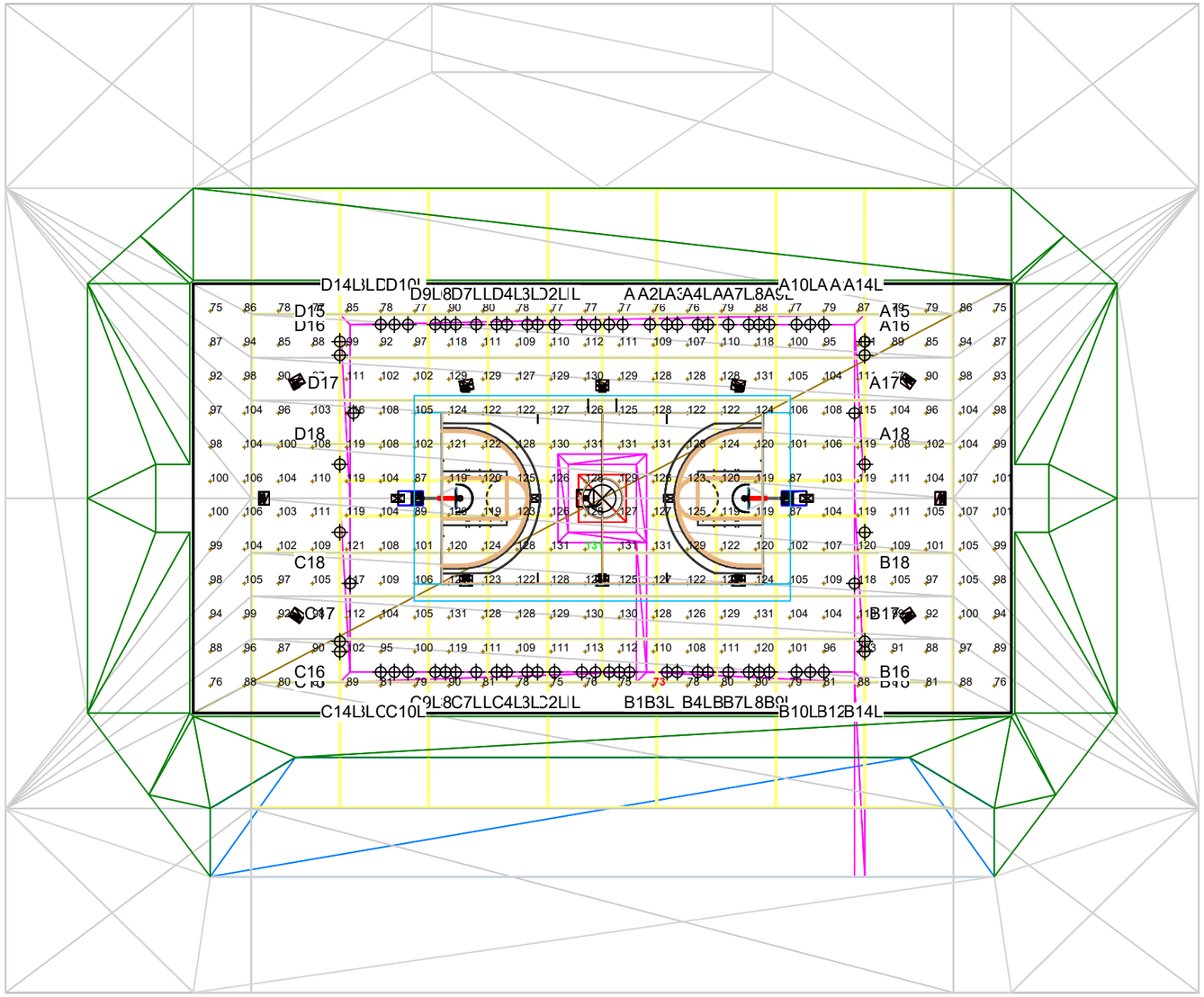
Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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SCALE IN FEET 1 : 40

0' 40' 80'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Arena Floor**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**100**
Scan Average:	105.58
Maximum:	131
Minimum:	73
Avg/Min:	1.44
Guaranteed Max/Min:	**2**
Max/Min:	1.79
UG (adjacent pts):	1.50
CU:	0.75
No. of Points:	288
FIXTURE INFORMATION	
Applied Circuits:	A,B
Design Usage Hours:	100000
No. of Fixtures:	72
Avg Load:	**44.06 kW**
Max Load:	48.96 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

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Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Arena Floor**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

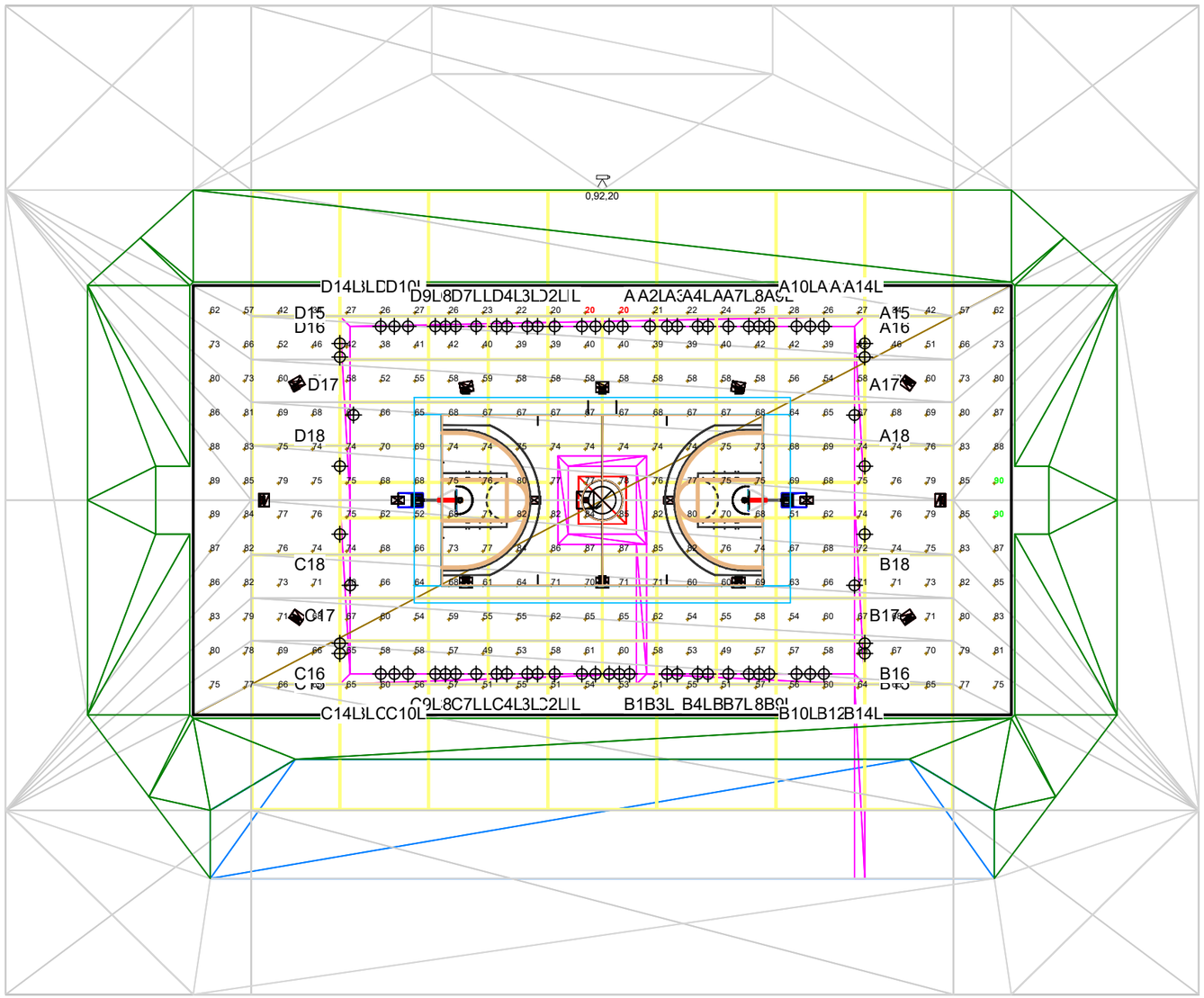
MAINTAINED TV FOOTCANDLES: Main Camera	Entire Grid
Scan Average:	**64.43**
Maximum:	90
Minimum:	20
Avg/Min:	3.17
Max/Min:	**4.44**
UG (adjacent pts):	1.97
CU:	0.75
No. of Points:	288
FIXTURE INFORMATION	
Applied Circuits:	A,B
Design Usage Hours:	100000
No. of Fixtures:	72
Avg Load:	**44.06 kW**
Max Load:	48.96 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Basketball**
Size:	94' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

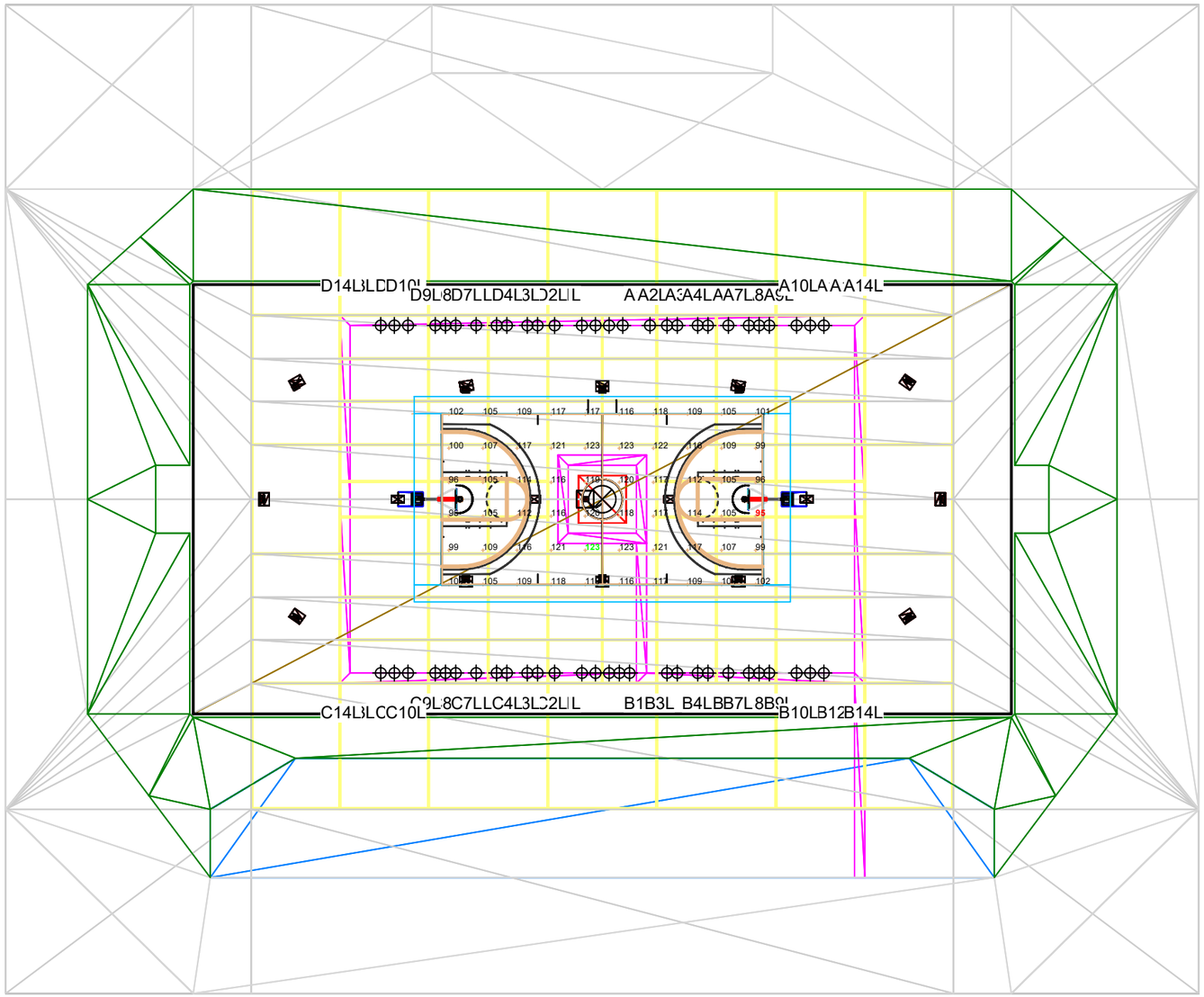
	Entire Grid
Scan Average:	**111.05**
Maximum:	123
Minimum:	95
Avg/Min:	1.17
Max/Min:	**1.29**
UG (adjacent pts):	1.10
CU:	0.28
No. of Points:	60
FIXTURE INFORMATION	
Applied Circuits:	A
Design Usage Hours:	100000
No. of Fixtures:	56
Avg Load:	**27.22 kW**
Max Load:	30.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

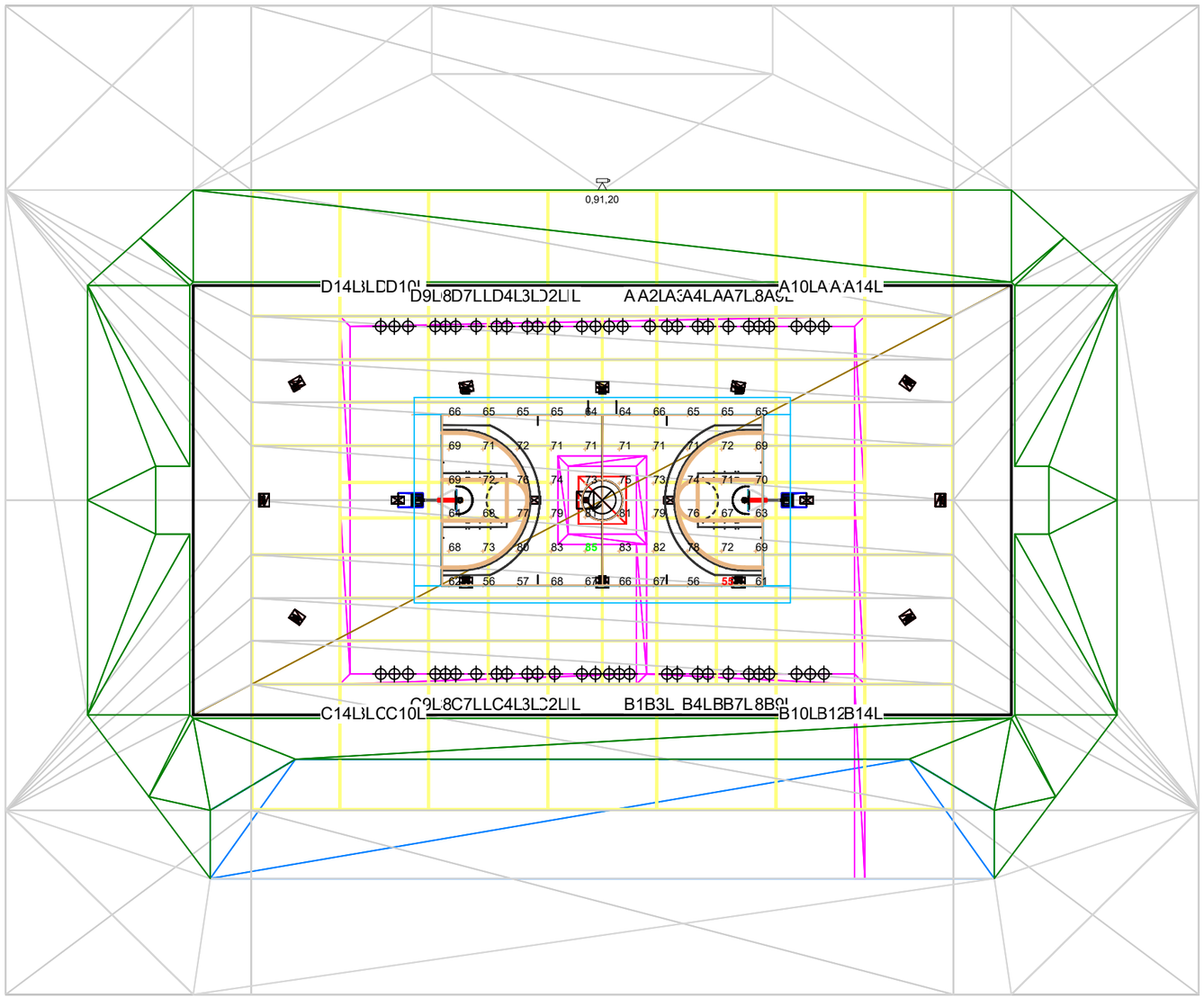
Grid Summary

Name:	**Basketball**
Size:	94' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED TV FOOTCANDLES: Main Camera

	Entire Grid
Scan Average:	**70.15**
Maximum:	85
Minimum:	55
Avg/Min:	1.26
Max/Min:	**1.52**
UG (adjacent pts):	1.40
CU:	0.28
No. of Points:	60
FIXTURE INFORMATION	
Applied Circuits:	A
Design Usage Hours:	100000
No. of Fixtures:	56
Avg Load:	**27.22 kW**
Max Load:	30.24 kW



Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Bleachers**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	18.6' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

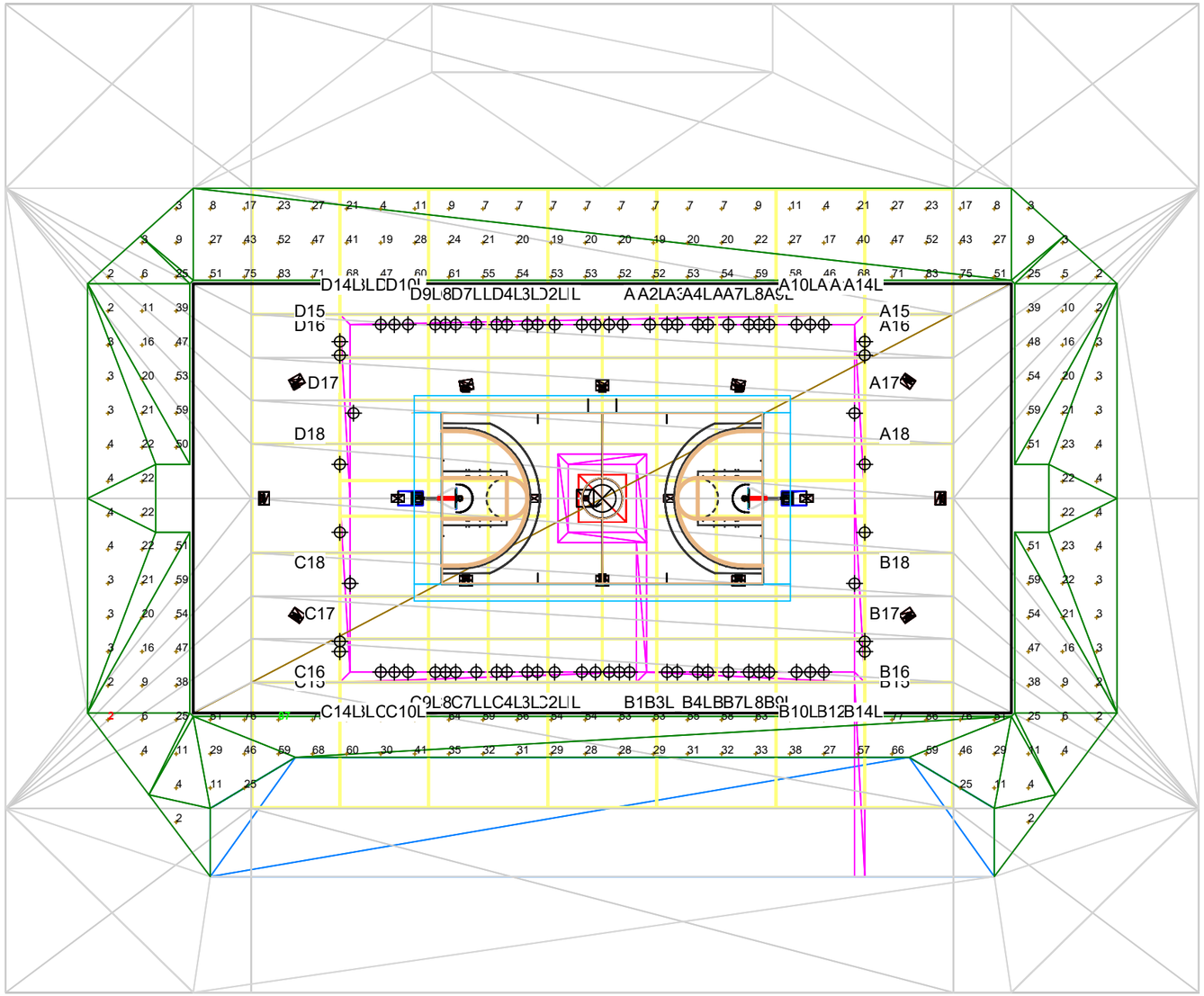
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Scan Average:	**30.99**
Maximum:	87
Minimum:	2
Avg/Min:	19.03
Max/Min:	**53.24**
UG (adjacent pts):	0.00
CU:	0.10
No. of Points:	218
FIXTURE INFORMATION	
Applied Circuits:	A,B
Design Usage Hours:	100000
No. of Fixtures:	72
Avg Load:	**44.06 kW**
Max Load:	48.96 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

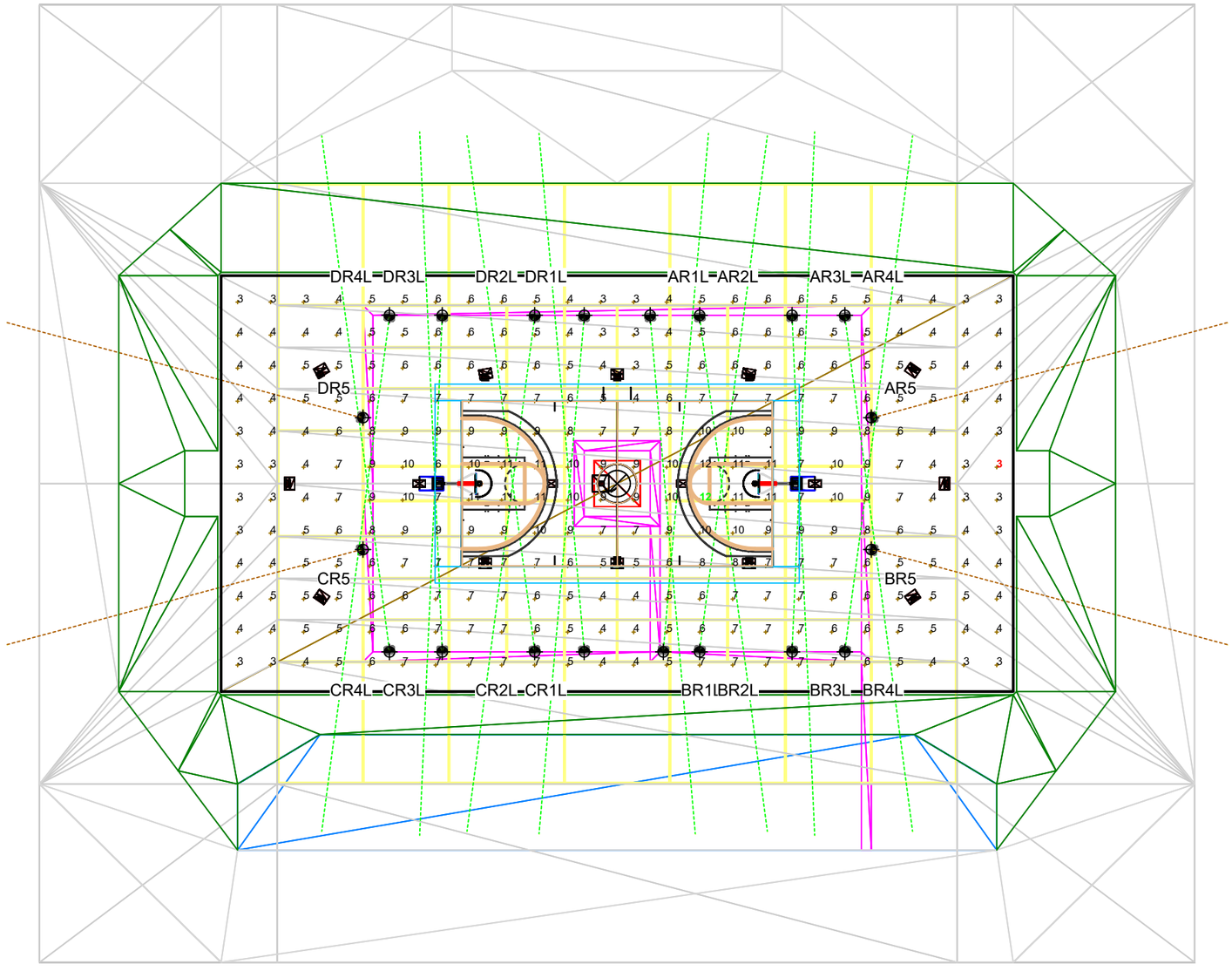
Grid Summary

Name:	**Arena Floor RGBW**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	**6.06**
Maximum:	12
Minimum:	3
Avg/Min:	2.34
Max/Min:	**4.57**
UG (adjacent pts):	1.65
CU:	0.37
No. of Points:	288
FIXTURE INFORMATION	
Applied Circuits:	C
No. of Fixtures:	**20**
Total Load:	12.80 kW



Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Bleachers RGBW**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	18.6' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

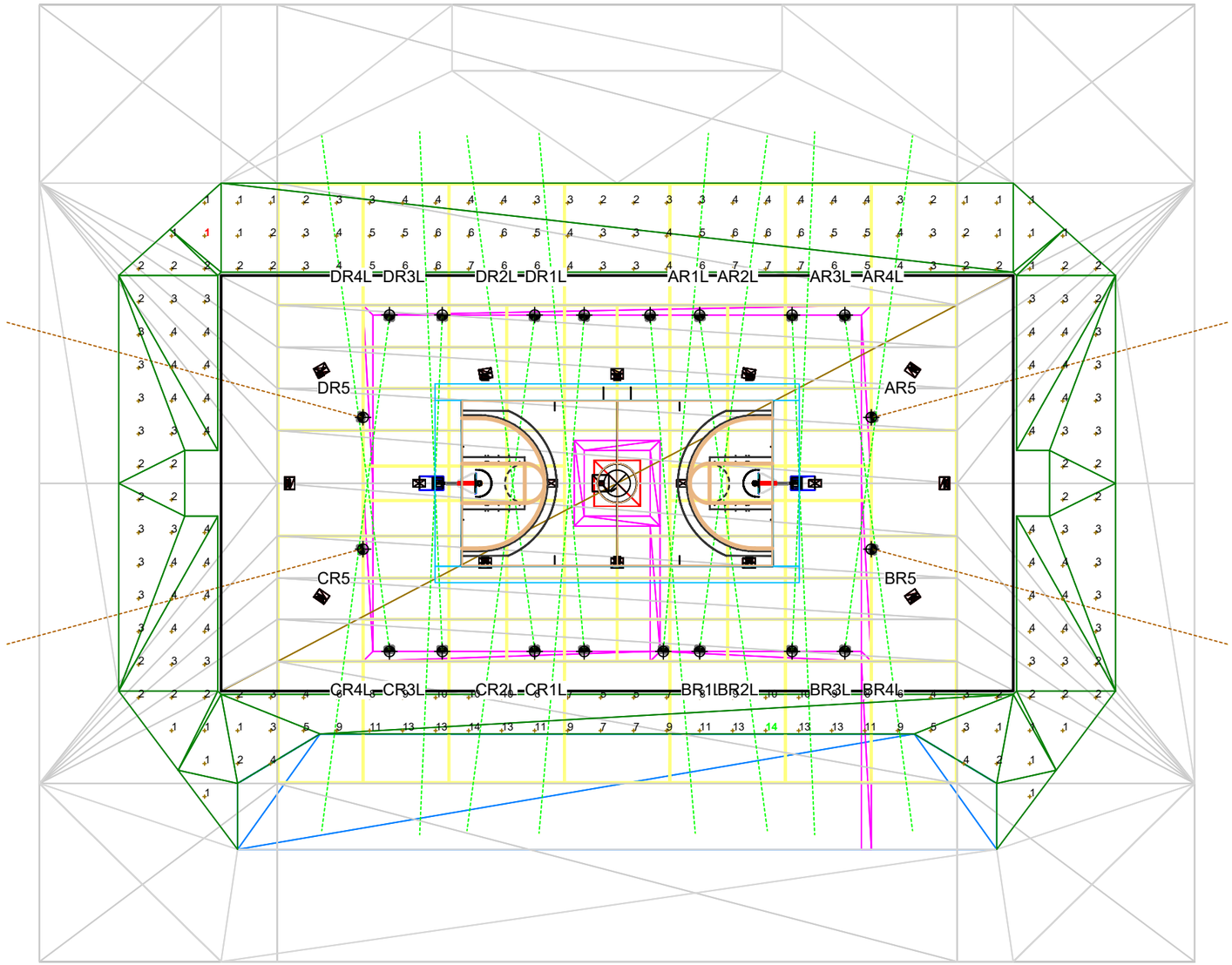
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Scan Average:	**4.25**
Maximum:	14
Minimum:	1
Avg/Min:	8.14
Max/Min:	**26.50**
UG (adjacent pts):	0.00
CU:	0.16
No. of Points:	218
FIXTURE INFORMATION	
Applied Circuits:	C
No. of Fixtures:	**20**
Total Load:	12.80 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Arena Floor Emergency**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

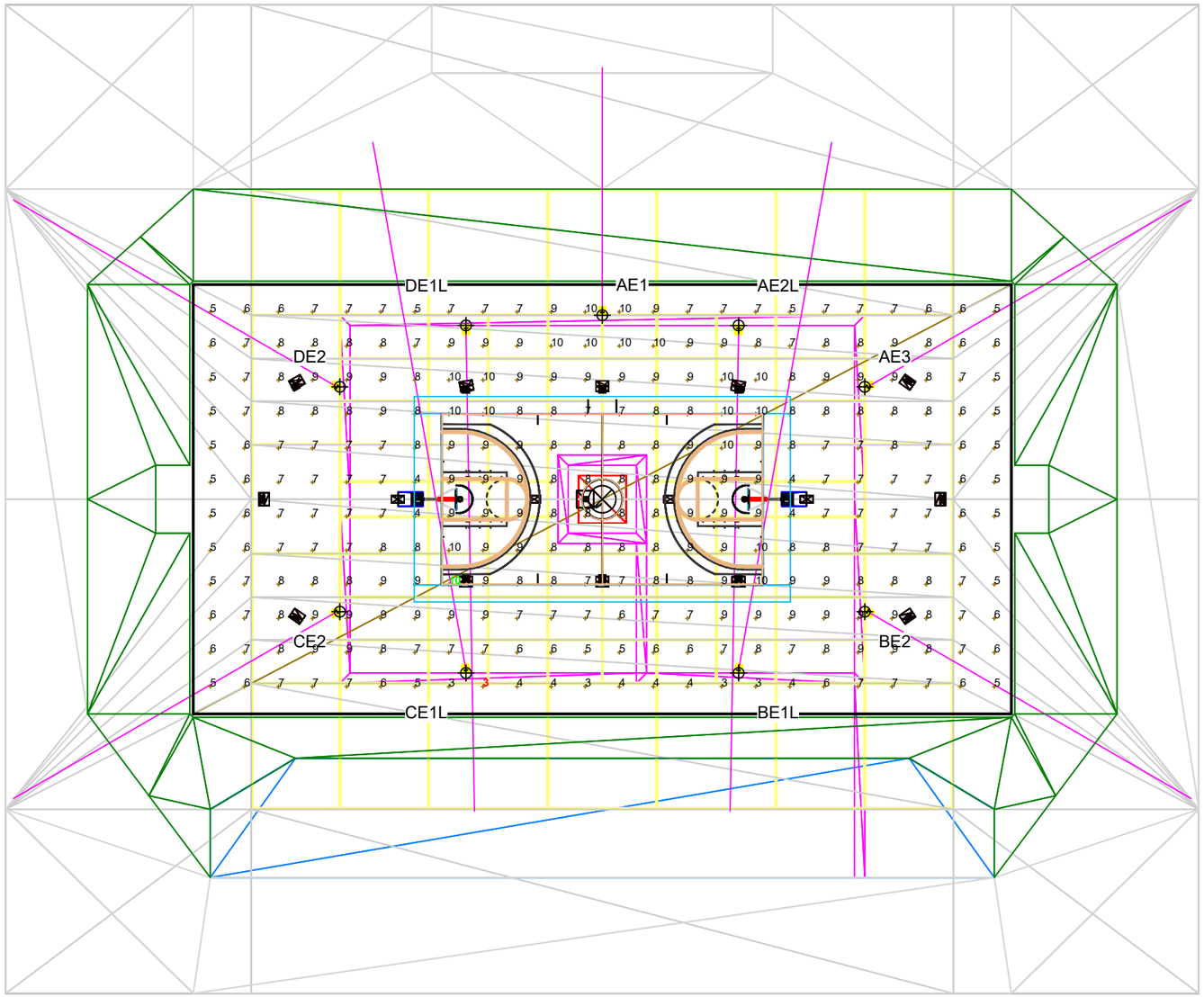
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Scan Average:	**7.45**
Maximum:	10
Minimum:	3
Avg/Min:	2.85
Max/Min:	**4.00**
UG (adjacent pts):	2.52
CU:	0.48
No. of Points:	288
FIXTURE INFORMATION	
Applied Circuits:	D
Design Usage Hours:	100000
No. of Fixtures:	9
Avg Load:	**4.37 kW**
Max Load:	4.86 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

Grid Summary

Name:	**Bleachers Emergency**
Size:	240' x 126'
Spacing:	10.0' x 10.0'
Height:	18.6' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

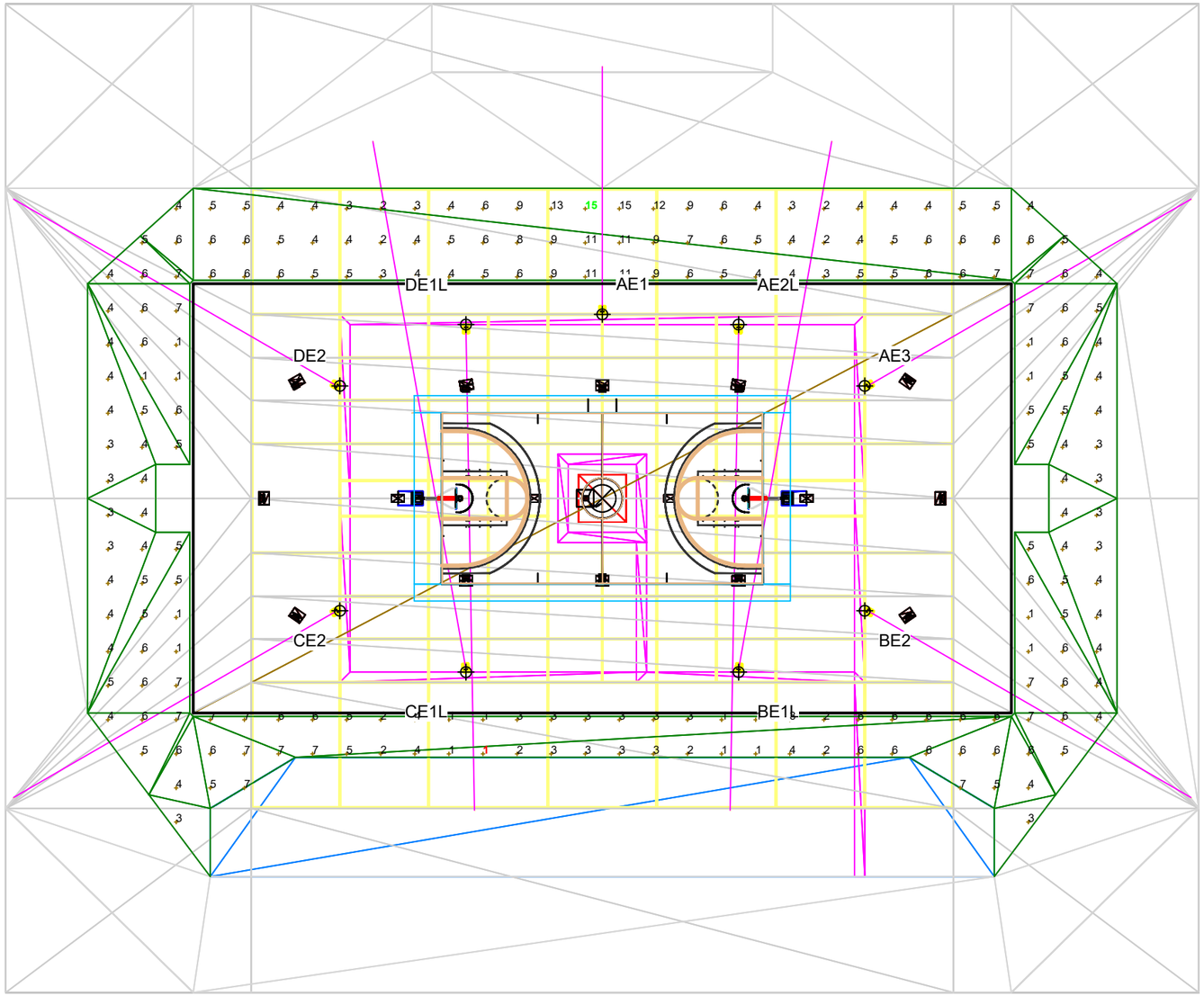
	Entire Grid
Scan Average:	**4.85**
Maximum:	15
Minimum:	1
Avg/Min:	6.91
Max/Min:	**20.96**
UG (adjacent pts):	0.00
CU:	0.16
No. of Points:	218
FIXTURE INFORMATION	
Applied Circuits:	D
Design Usage Hours:	100000
No. of Fixtures:	9
Avg Load:	**4.37 kW**
Max Load:	4.86 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Heartland Event Center

Grand Island, NE

Equipment Layout

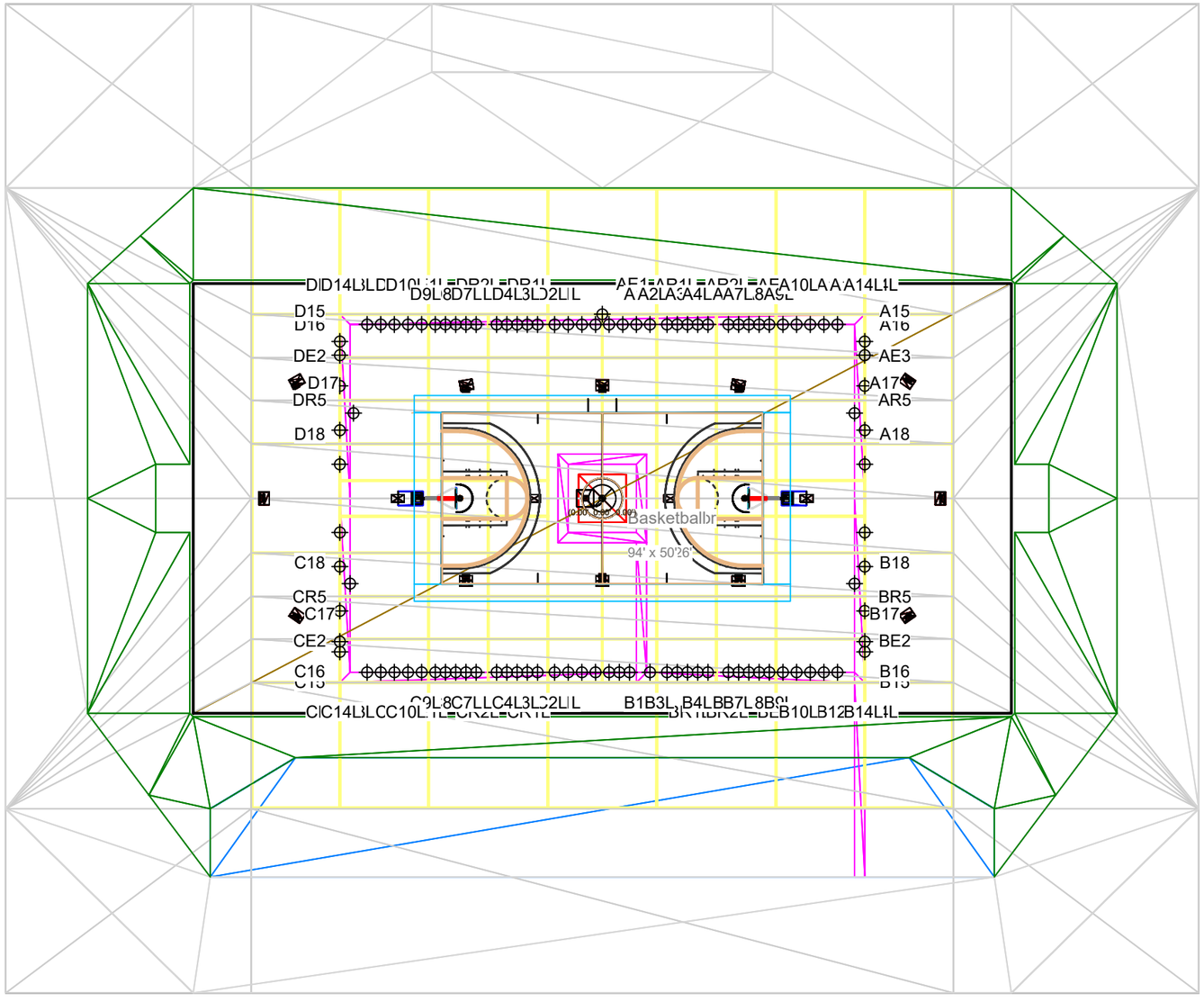
INCLUDES:
· Arena Floor
· Basketball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4
TLC-RGBW	4.5	4.3	3.8	3.3	2.7	2.5	1.9



NOTES: Arena dimensions and surfaces modeled into the design. Proposed speaker positions from Danley Sound Labs modeled into the design. Reflectance values are assumed for the following surfaces: Arena Floor (0.2), Bleachers (0.3), Building Walls (0.4), Catwalk (0.1), Ceiling (0.1), Concourse Level (0.2), Rafters (0.1), Suite Level (0.4), Speakers (0.05), Videoboard (0.05).

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Sourcewell

Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

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administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

R E S O L U T I O N 2026-199

WHEREAS, the City of Grand Island has identified a critical needs for maintenance and upgrades to the Big Iron Event Center (formerly Heartland Event Center); and

WHEREAS, the City's municipal code, specifically Chapter 27-63, explicitly authorizes the acquisition of supplies, equipment, and services through cooperative purchasing programs with other public agencies; and

WHEREAS, Musco Sports Lighting LLC holds a valid, competitively solicited national contract under the Sourcewell Cooperative Program as Master Project No. 199030 and Contract No. 041123-MSL; and

WHEREAS, acquiring arena lighting through this cooperative contract satisfies all local, state, and competitive bidding requirements mandated by the City Code, while securing best-value pricing and reducing administrative delays; and

WHEREAS, funding for the project will be from the bond proceeds received for the maintenance and upgrades for Big Iron Event Center and Island Oasis.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid from Musco Sports Lighting LLC for $673,732 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 28, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.m.

Subject: #2026-200 - Approving 2025 Emergency Management Performance Grant (EMPG) Approval

Staff Contact: Jon Rosenlund

BACKGROUND:

The Emergency Management Performance Grant is awarded by the Nebraska Emergency Management Agency to help maintain an emergency management program within Hall County. This grant has been awarded every year to help pay the salaries for Hall County's EMA. This grant is a 50/50 match.

DISCUSSION:

The Emergency Management Performance Grant (EMPG) is an annual grant that is awarded by the Federal Emergency Management Agency and Department of Homeland Security to the Nebraska Emergency Management Agency, which is then broken down and distributed to the local counties. The intention of this grant is to provide direct support for essential expenses such as salaries and benefits to local emergency management departments and agencies. Local emergency managers play an integral role in various Planning, Exercise and Training (PET) regions, and assist with the implementation of the National Preparedness System and works towards the National Preparedness Goal for a secure and resilient nation. The EMPG's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery missions. This grant is a 50/50 match, and this FY Hall County's award is for a total of $75,000.00 with match of local dollars of $37,500. This grant is for 50% reimbursement of salaries and benefits of Jon Rosenlund, and Melynda Osterman. Hall County has received this grant since the inception of the EMPG assistance since 1999.

The Emergency Management Department is governed by an interlocal committee with members from Hall County Board of Supervisors and Grand Island City Council, and the agreement of a 50/50 budget. The City of Grand Island is Department's fiscal agent, therefore subject to City of Grand Island's fiscal policy. The Emergency Management Department is

bringing this grant award before the city council for official approval as per city financial policy.

FISCAL IMPACT: Planned for in budget

ALTERNATIVES:

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

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

RECOMMENDATION:

City Administration recommends that the Council approve the acceptance of the EMPG Grant for support of local emergency management operations.

SAMPLE MOTION: Move to approve

ATTACHMENTS:
1. 2025 Sub-Recipient Agreement
2. Resolution

Nebraska Emergency Management Agency

2025 Sub-Recipient Agreement
for
Hall County

Date of Award
7/10/2026

1. Sub-Recipient Name and Address	2. Prepared by: *Farber, Jason*	3. Award Number: 25-SR 8721-01
Hall County PO Box 1968 NE 68802	**4. Federal Grant Information**	
	Federal Grant Title:	**Emergency Management Performance Grant**
	Federal Grant Award Number/CFDA Number: **Federal Award Date:**	EMW-2025-EP-05003 / 97.042 January 29, 2026
	Federal Granting Agency:	Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

Total Award Amount

$75,000.00

2025 Emergency Management Performance Grant

Performance and Budget Period:

Jul 1, 2025 – Jun 30, 2026

This Grant does not have a Federally Approved Indirect Cost Rate and funds are not to be used for Research and Development (R&D)

6. Statutory Authority for Grant: This project is supported under Public Law 108-334, the Department of Homeland Security Appropriations Act of 2025.

7. Method of Payment: Primary method is reimbursement through the on-line Nebraska Grant Management System.

8. Debarment/Suspension Certification: By signing in block 10 below, the sub-recipient official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.sam.gov.

Contact information for NEMA Awarding Official: Chelsea Gray - Grants Unit Supervisor & Nebraska SAA -- 402-471-7413

9. Agency Approval

Approving NEMA Official: Ervin L Portis Assistant Director	**Signature of NEMA Official:**
	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient official:	Signature of Authorized Sub-Recipient Official:

11. Sub-Recipient Employer Identification Number (EIN) or Federal Tax Identification Number Sub-Recipient UEI Number	12. Date Signed :
47-6006205 TFRZHNGNBF43	

13. DUE DATE: **July 24, 2026**

Signed award and Direct Deposit Form (if applicable) must be returned to NEMA on or before the above due date.

NEBRASKA EMERGENCY MANAGEMENT AGENCY (NEMA)

EMERGENCY MANAGEMENT PERFORMANCE GRANTS PROGRAM (EMPG)

AWARD NUMBER: EMK-2025-EP-05003

TOTAL OF STATE'S GRANT AWARD: $3,514,961.00

CFDA: 97.042

SPECIAL CONDITIONS

[All information f rom the 2 CFR 200 or Super Circular herein can be accessed at: www.ecfr.gov]

1. This **Sub-Award** is subject to DHS/FEMA's Fiscal Year (FY) 2025 Emergency Management Performance Grants Program Notice of Funding Opportunity (NOFO) and Preparedness Grants Manual (PGM). These documents can be accessed at: www.fema.gov/grants. This Sub-Award is also subject to the current EMPG Sub-Recipient Program-Guidance Application document, the Federal Grant Award, and to the Grant Guidance imposed on NEMA by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). EMPG Sub-Recipient Program-Guidance Application document is intended to complement rather than replace the Federal Program Guidelines published by the DHS/FEMA and are incorporated by references into this Sub-Award together with the attached Special Conditions.

2. Purpose: Sub-Award funds, as appropriated by NEMA under the FY 2025 EMPG Program, provides resources to assist State, Local, and Tribal Governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121 et seq). https://www.fema.gov/disaster/stafford-act

3. **Overview**: Funds provided shall be used to assist with the sustainment of local jurisdictional Emergency Management organizations by first providing support for salaries for a full-time Emergency Manager and full or part time staff to sustain an Emergency Management Program. All costs under these categories must be eligible under 2 CFR, Part 200.

4. The Grant Award Notice is only an offer until the sub-recipient returns the signed copy of the *Subrecipient Agreement* and the Special Conditions document.

5. Sub-Recipient agrees to make no requests for reimbursement prior to the return of these two (2) documents.

6. Sub-Recipients must self-certify (1) that they are complying with U.S. law requiring completion and retention of the Form I-9, Employment eligibility Verification, for their employees whose salaries and benefits are charged to the grant award and (2) that none of those employees are foreign nationals.

7. Sub-Recipients must retain completed Form I-9, Employment Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.

8. Subrecipient certifies that all personnel charged to the subaward are US Citizens or nationals and that the vetting requirements related to foreign nationals do not apply.

9. If foreign nationals are charged to the award, subrecipient certifies that each individual has been properly vetted in accordance with federal employment requirements, and that form I-9 documentation is on file.

10. Subrecipient certifies that all vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by the subrecipient in accordance with federal statutes, regulations, award record retention requirements, and applicable laws. Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.

11. Subrecipient certifies that they maintain organizational leadership and board member information on file and will provide it to the recipient on request.

12. Sub-Recipients must provide Bios/Resumes, as needed, per DHS/FEMA requirements.

13. Sub-Recipient shall comply with all applicable laws, regulations, and program guidance. Non-exclusive lists of regulations commonly applicable to DHS/FEMA grants are listed below, including the guidance:

a. Administrative Requirements

- 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Federal Funding Accountability & Transparency Act (FFATA), 2 CFR Part 170

b. Cost Principles

- 2 CFR, Part 200, Sub-Part E – Cost Principles

c. Audit Requirements

- 2 CFR, Part 200, Sub-Part F – Audit Requirements

14. The EMPG program has a fifty percent (50%) Federal and a fifty percent (50%) Non-Federal Cost Match requirement.

15. The Sub-Recipient agrees to use the designated grants management system for all financial transactions and tracking for the EMPG grant from NEMA.

16. Prior to disbursement of any FY2025 grant funds, the sub-recipient will have a current and approved County Local Emergency Operation Plan (LEOP).

17. County/Counties located within an EMPG funded Region will not be allowed to receive any FY 2025 grant funds for projects located with the county/counties. If the county/counties is/are not current on prior and current year DHS/FEMA/NEMA program requirements, they will not be allowed to receive any FY 2025 grant funds. The sub-recipient is not allowed to receive or expend funds in support of non-compliant county/counties within the Region.

18. Notwithstanding any other agreement provisions, the parties understand and agree that NEMA's obligations under this agreement are contingent upon the receipt of adequate funds to meet NEMA's liabilities herein. NEMA shall not be liable to the Sub-Recipient for costs under this agreement which exceeds the amount specified in the Sub-Recipient Agreement.

19. No approved Federally recognized indirect cost rate exists, therefore, NEMA must determine the appropriate rate in collaboration with the Sub-Recipient if required. The appropriate rate will be either:
    a. The negotiated indirect cost rate between NEMA and Sub-Recipient; which can be based on a prior negotiated rate between a different pass-through entity and the Sub-Recipient; or
    b. The de minimis indirect cost rate.

20. Administration of the grant will be accomplished through the Grants Management software as designated by Nebraska Emergency Management Agency.

21. The Sub-Recipient must prepare and submit quarterly requests for reimbursement with their quarterly narrative report to NEMA for the duration of the grant performance period by the dates set by NEMA, or until all grant activities are completed and the grant is formally closed, unless otherwise directed by the NEMA Grants Unit. The Sub-Recipient may also be required to submit additional information and data requested by NEMA. Sub-Recipients must submit their documentation in a timely manner as outlined by grant guidance. **Should your request for reimbursement come in later (by two quarters or more) than the quarterly due date, you will forfeit reimbursement for those goods and services, since they are outside the quarter for their submission.**

22. The Sub-Recipient agrees to comply with all Reporting Requirements inclusive of submittal deadlines and shall provide such information as required to NEMA for reporting as noted in the 2025 EMPG Sub-Recipient Program-Guidance Application document.

    Failure to complete reporting requirements is considered non-compliance with the grant guidance and may result in grant funds being suspended or terminated.

23. Closeout occurs when it is determined that all applicable administrative actions and all required work of the Federal award have been completed by the Sub-Recipient. Actions required by Sub-Recipient for closeout are:
    a. Sub-Recipient must submit to NEMA, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.
    b. Unless authorized by extension, Sub-Recipient must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
    c. Prompt payments must be made by Federal awarding agency or NEMA to Sub-Recipient for costs meeting the requirements in 2 CFR Part 200 Subpart E of this award.

d. Sub-Recipient must promptly refund any balances of unobligated funds that Federal awarding agency or NEMA paid in advance or paid and that are not authorized to be retained by Sub-Recipient for use in other projects.
e. Consistent with terms and conditions of the Federal award, the Federal awarding agency or NEMA must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
f. Sub-Recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 CFR §200.310-200.316 and 200.330.
g. If Sub-Recipient does not submit all reports in accordance with the closeout procedures within one year of the period of performance end date, the Federal awarding agency must report the Sub-Recipient's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system. Federal awarding agencies may also pursue other enforcement actions per 2 CFR § 200.339, Remedies for Noncompliance.

24. Per 2 CFR Part 170: If needed, NEMA will send the Sub-Recipient the Federal Funding Accountability and Transparency Act (FFATA) form that must be completed, signed, and returned to NEMA by the date specified in the cover letter to meet the FFATA reporting deadline for the grant.

25. NEMA may perform periodic reviews of Sub-Recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site visits or desk reviews, compliance and program monitoring – including inspection of all grant related records and items; comparing actual sub- recipient activities to those approved in the sub-award application and subsequent modifications, if any; ensuring that advances have been disbursed in accordance with applicable guidelines; confirming compliance with grant assurances; information provided on performance reports and payment requests; needs and threat assessments and strategies.

26. **It is the responsibility of the sub-recipient (County or Region) Board to inform NEMA of any changes in Emergency Management personnel. This extends to the firing, retirement, or leaving the EM position; or addition to EM staffing that would be requesting grant funding. The information must come from the Board Chair within 30 Days of any position changes to the Grants Supervisor at NEMA. If the information is not received, and there has been no contact from the Board, any remaining funds in the grant are forfeited.**

27. Per § 200.339 Remedies for noncompliance: If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.208. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
c. Wholly or partly suspend or terminate the Federal award.
d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
e. Withhold further Federal awards for the project or program.
f. Take other remedies that may be legally available.

28. Per § 200.214 Suspension and debarment: Non-Federal entities and contractors are subject to the non-procurement debarment and suspension regulation implementing Executive Order 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Sub-Recipient agrees to check the listing on www.sam.gov prior to doing business with a vendor or contractor and to retain a screenshot of the check in their records.

29. The Sub-Recipient agrees to retain all grant records for this, and any Federal grants, for a minimum of three (3) years after they are notified by NEMA that the grant has been closed by DHS/FEMA.

30. The Sub-Recipient understands and agrees that it cannot use any Federal Funds, either directly or indirectly, to Lobby in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

31. When implementing the DHS/FEMA funded activities, the sub-recipient must comply with all Federal Civil Rights Laws, to include – Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting Grant Programs Directorate (GPD) funded activities.

32. All Recipients of financial assistance will comply with the Department of Homeland Security Standard Terms and Conditions.

33. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements t o N EMA by mail to the **Grant Supervisor's attention at: 2433 NW 24th Street, Lincoln NE 68524.** In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the sub-recipient, or the sub-recipient settles a case or matter alleging such discrimination, sub-recipients must forward a copy of the complaint and findings to NEMA by mail at the address listed above.

34. Emergency Management Performance Grants Program (EMPG) Recipients and Sub-Recipients are required to implement the National Incident Management System (NIMS). NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. EMPG Recipients and Sub-Recipients must use standardized resource management concepts for resource typing, credentialing, and inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

    EMPG Program funds may be used for NIMS implementation; specifically, to meet the requirements described in the *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions.* (https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf) This document should be used as a guide for both identifying NIMS implementation objectives and needs and as a tool for evaluating NIMS compliance. Additional information about NIMS implementation is available at the *NIMS implementation and Training website.* (https://www.fema.gov/emergency-managers/nims/implementation-training)

35. Recipients and Sub-Recipients will answer questions in the applicable secondary NIMS assessment portion of the Unified Reporting Tool (URT) as part of a jurisdiction's THIRA/SPR submission. This involves reporting on the status of National Qualification System (NQS) utilization by Recipients and Sub-Recipients, as outlined in the EMPG NOFO and the 2018 NIMS Implementation Plan Update.

36. When requested, Sub-Recipient will ensure their NIMS report has been completed and submitted to NEMA Training Section by the due date.

37. The sub-recipient agrees to cooperate with an assessment, national evaluation efforts, information, or data collection requests, including but not limited to; the provision of any information required for the assessment or evaluation of any activities within this project.

38. To the extent that sub-recipients of a grant use contractors or sub-contractors, such recipients shall use small, minority, women owned, or disadvantaged businesses, contractors or sub-contractors to the extent practicable.

I have read and understood the Special Conditions for the 2025 EMPG Grant.

_____

Signature of Jurisdiction Official

_____

Date Signed

R E S O L U T I O N 2026-200

WHEREAS, the Grand Island / Hall County Emergency Management Agency receives an annual Emergency Management Performance Grant (EMPG) from Nebraska Emergency Management Agency (NEMA) regarding reimbursement of salaries for staff;

WHEREAS, the EMPG requires a 50% match of local funds;

WHEREAS, there is an existing interlocal agreement between the City of Grand Island and Hall County for the local match to be split 50/50 between the two entities with salaries funding requested in local match funding for FY25 from the City of Grand Island; and

WHEREAS, the City of Grand Island manages all income and expenses for the Grand Island / Hall County Emergency Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the FY25 EMPG Funding Grant award $75,000 with local match $37,500 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28th, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 8.n.

Subject: #2026-201 - Approving State Fair Emergency Fire and Medical Service Agreement

Staff Contact: Cory Schmidt, Fire Chief

BACKGROUND: Since 2010, Grand Island has been home to the Nebraska State Fair. During the 11-day event, more than 300,000 people on average will visit the fair. Due to the various activities offered at the fair as well as the large number of people, on-site emergency medical service is needed for the safety of all those who attend.

DISCUSSION: The Nebraska State Fair wishes to enter into a service agreement with the City of Grand Island Fire Department to provide fire and emergency medical services at the 2026 Nebraska State Fair. In exchange for $40,890.00, the City of Grand Island Fire Department will provide onsite emergency medical service for each of the 11 days of the fair, as well as fire service at selected events. The contracted amount is based on the 2025-26 fee schedule. Each day, two to six Grand Island Fire Department (GIFD) personnel will be on site at the fair from 8 am to midnight to provide fire and/or emergency medical services. GIFD personnel will typically be working outside of their normal scheduled hours and will be compensated at their respective overtime rate of pay.

FISCAL IMPACT: The proposed fee is based on the current fee schedule. The fiscal impact should be net zero or close.

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

RECOMMENDATION: Move to approve

SAMPLE MOTION: Move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department to provide fire and emergency medical services for the 11 days of the 2026 state fair in exchange for $40,890.00.

ATTACHMENTS:

1. Agreement
2. Resolution

SERVICE AGREEMENT
2026 NEBRASKA STATE FAIR
Aug. 28 – Sept. 7, 2026
DATED: July 13, 2026

Between these parties:

Promoter. Nebraska State Fair Board
dba Nebraska State Fair (NSF)
PO Box 1387
Grand Island, NE 68802
o) 308-382-1620
Contact: Jaime Parr
p) 308-382-1710
e) jparr@statefair.org

Contractor.
Grand Island Fire Department
PO Box 1968 / 100 East First Street
Grand Island, NE 68801
o) 308-385-5444 ext. 229
Contact: Cory Schmidt
p) 308-385-5423
e) corys@grandisland.com

PURPOSE and CONTRACT DOCUMENTS

The purpose of this agreement is for Contractor to provide Emergency Medical Response service August 28 – September 7, 2026, as agreed upon by both parties, stated here. Documents are being defined as the "Service Agreement, Addendum A and Addendum B. The terms contained in Addendum A and B are incorporated into the Service Agreement as if fully set forth herein, are essential terms and are binding upon Contractor.

TERMS

The work shall be performed on the Fonner Park Campus, Grand Island, NE, home of Nebraska State Fair. The term of the agreement shall begin August 28, 2026 and end September 7, 2026. Contractor shall report to the Executive Director for the term of this agreement.

DESCRIPTION OF SERVICES

Responsibilities and deliverables for Contractor ("City") and Nebraska State Fair ("NSF") are outlined in Addendum A. Any changes in service needs shall require a separate, signed addendum dated and signed by both parties.

COMPENSATION

In exchange for services identified in Addendum A, City shall be paid by NSF a flat sum of $40,890.00 ($38,580.00 for EMS and $2310.00 for Fire Engine Standby). Payment shall be provided in full when all services are completed. Payment will be made on or about September 11, 2026.

INTELLECTUAL PROPERTY

All services performed (creations, materials, ideas, brands, and other intellectual property) which are developed by City for NSF under terms of this agreement shall belong exclusively to NSF. NSF shall be the sole owner of all copyrights, patents, etc. developed from this agreement with right to change, edit, sell or distribute to anyone.

HOLD HARMLESS

The State Fair agrees to indemnify the City and hold the City harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by any act, omission, of the State Fair or its subcontractors, agents, or employees. The City agrees to indemnify the State Fair and hold the State Fair harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by act or omission of the City or its contractors, agents, or employees. The indemnification provided in this paragraph does not affect the State Fair's limitations of liability set forth in other paragraphs of this agreement.

SEVERABILITY & NONPERFORMANCE

Both parties reserve the right to terminate the agreement for any reason. Termination of this agreement requires written notice to either party. NSF reserves the right to immediately terminate City for nonperformance, as determined in the sole discretion of NSF, of any portion of this agreement.

INSURANCE

Contractor is required to obtain the required insurance coverages for this agreement. See Addendum B.

Jaime Parr

Mayor, City of Grand Island

Signature, Nebraska State Fair

7/20/2026

Date

Date

ADDENDUM A

Purpose Statement:
City's chief responsibility is to provide First Aid Response and transport service for Nebraska State Fair (11-day event).

The City will:

1. Provide Emergency Crew (1 EMT, 1 Paramedic) on-site from 8 am – midnight daily and a second Emergency Crew from noon – 8:00 pm daily, (time may be adjusted with NSF Executive team) August 28 through September 7, 2026. An additional/third Emergency Crew or firetruck with Emergency Crew shall be ready for standbys, as needed for items listed in #2 below.

2. Special Events that require **Standby Ambulance and Emergency Crew** include:
   a. **Truck and Tractor Pull 6:00** – 9:30 pm Friday, August 28 (TD Motorsports Track) + **FIRE ENGINE**
   b. **Rough Stock Rodeo 7:00** – 9:30 pm, Saturday, August 29 (US Foods Outdoor Arena).
   c. **Figure 8 Racing 4:00** – 6:30 pm Sunday, August 30 (TD Motorsports Track) + **FIRE ENGINE**
   d. **Antique Tractor Pull 9:00** am – 2:00 pm Saturday, September 5 (TD Motorsports Track).
   e. **Ranch Rodeo 5:30** – 7:30 pm Saturday, September 5 (US Foods Outdoor Arena).
   f. **High School Rodeo 10:00** am – 2:00 pm Monday, September 7 (US Foods Outdoor Arena).
   g. Championship **Demolition Derby 2:00** – 5:30 pm Monday, September 7 (TD Motorsports) + **FIRE ENGINE**

3. Other large gatherings that do not require standby Medical Team:
   a. **Nebraska's Largest Classroom** – Grade School Classrooms on Grounds Friday (8/28), Tuesday (9/1), and Wednesday (9/2).
   b. **Indoor Concerts** – Sunday, 8/30: **Christian Concert** (7:30 – 10:00) + Monday, 8/31: **Older Nebraskans Day** (2:00pm – 3:30pm). Capacity around 5,000 (BIEC).
   c. **Outdoor Concerts** – TD Landing on Friday (9/4) - 4000, Saturday (9/5) - 7500, Sunday (9/6) - 6000

4. Ambulance will be spotted in a location on the Fonner Park grounds, that provides efficient and effective emergency response (in the area where the scheduled event occurs).
5. Consult and work closely with the Executive Director regarding schedule planning, necessary changes or adaptations.
6. Provide proactive service abiding by the laws of the State of Nebraska and Nebraska State Fair rules and regulations.
7. Provide the Executive Director with daily reports as well as a final report of all First Aid point of contacts and Response activity.
8. Attend daily Team Gatherings tentatively scheduled at 8:00 am each day of the State Fair (2nd Floor of Admin at Board Room).
9. Provide (1) – "Gator" type IJTV equipped with secure backboard transport capability.

Nebraska State Fair Will:

1. Provide all necessary gate admission and parking for Emergency Service Providers: Anticipated need is for six (6) Gate Admission credentials for working GIFD Personnel and Inspector(s).
2. Provide emergency vehicle ingress and egress to assist with patron care.
3. Allow Safety Inspectors one (1) golf cart available for regular use by active City Inspectors when date and time is scheduled out via Nebraska State Fair Box Office in the Nebraska Building and at boxoffice@statefair.org or (308)384-0151. Not expected to be a daily need.
4. One (1) UTV (Gator/Kubota/etc.) and One (1) golf cart for Emergency Medical Crews. Full term use.
5. No other compensation shall be provided.

ADDENDUM B

City shall make evident certificates of the following minimum insurance coverages. Such certificates shall be included with the signed contract:

- Workers' Compensation insurance meeting the statutory requirements of the State of Nebraska
- Employers' Liability insurance providing limits of liability in the following amounts:
  - Bodily injury by accident: $100,000 each accident
  - Bodily injury by disease: $500,000 policy limit
  - Bodily injury by disease: $100,000 each employee

- Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:
  - General Aggregate $1,000,000
  - Product/completed operations aggregate: $1,000,000
  - Personal and advertising injury liability: $1,000,000
    - Per occurrence: $1,000,000
    - Fire legal liability: $ 50,000

If the City does not carry its own required insurance coverage or fails to return proof of such by the due date, Nebraska State Fair may at its option obtain through an insurance carrier the necessary coverages noted by this agreement. The expense of this coverage will be billed to the City. Nebraska State Fair Board is listed as additional insureds as respects insured's operations.

LIABILITY

The City agrees to hold Nebraska State Fair Board (legal entities, employees, board members and thereof) harmless from any liability, cost or expense solely due to the acts or omissions of City or its personnel growing out of any claim whatsoever for injury, loss or damage to person and/or property at activities involved with this agreement in or upon the NSF premises, its facilities and appurtenances OR any transportation of persons, property or items in any way related to NSF.

I acknowledge that I have read the above insurance and liability requirements and acknowledge my organization's responsibility as such.

Mayor _____ Signature _____ Date _____

R E S O L U T I O N 2026-201

WHEREAS, Grand Island has been home to the Nebraska State Fair since 2010; and

WHEREAS, more than 300,000 people visit the Nebraska State Fair each year; and

WHEREAS, The Nebraska State Fair wishes to enter into a service agreement with the Grand Island Fire Department for onsite, fire and emergency medical services, and

WHEREAS, The Grand Island Fire Department will be compensated $40,890 in exchange for their service at the 2026 Nebraska State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska State Fair for the purpose of providing on-site fire and emergency medical services at the 2026 State Fair, as outlined in the attached agreement, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____

Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 9.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. Council continued the hearing until the 28th of July. Mr. Stehlik did reach out to staff in a phone call on Tuesday July 21st with concerns on some of the conditions. The Petersen's were in Mr. Stehlik's office. He was asked to suggest changes to the conditions along with presenting the reasons for the changes. He indicated that he would work on that but he might not be able to complete this before the packet was finalized. He will likely bring those suggestions to the meeting on Tuesday.

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.

RECOMMENDATION: Approve the resolution without modifications to the proposed conditions or with modifications if supported by staff upon presentation.

SAMPLE MOTION: Move to approve the resolution as presented or move to change specific conditions as requested or discussed and bring an amended resolution to the Council Meeting on August 11, 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
STOLLEY PARK
2024
2070
ENGLEMAN RD S
ENGLEMAN RD S
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.

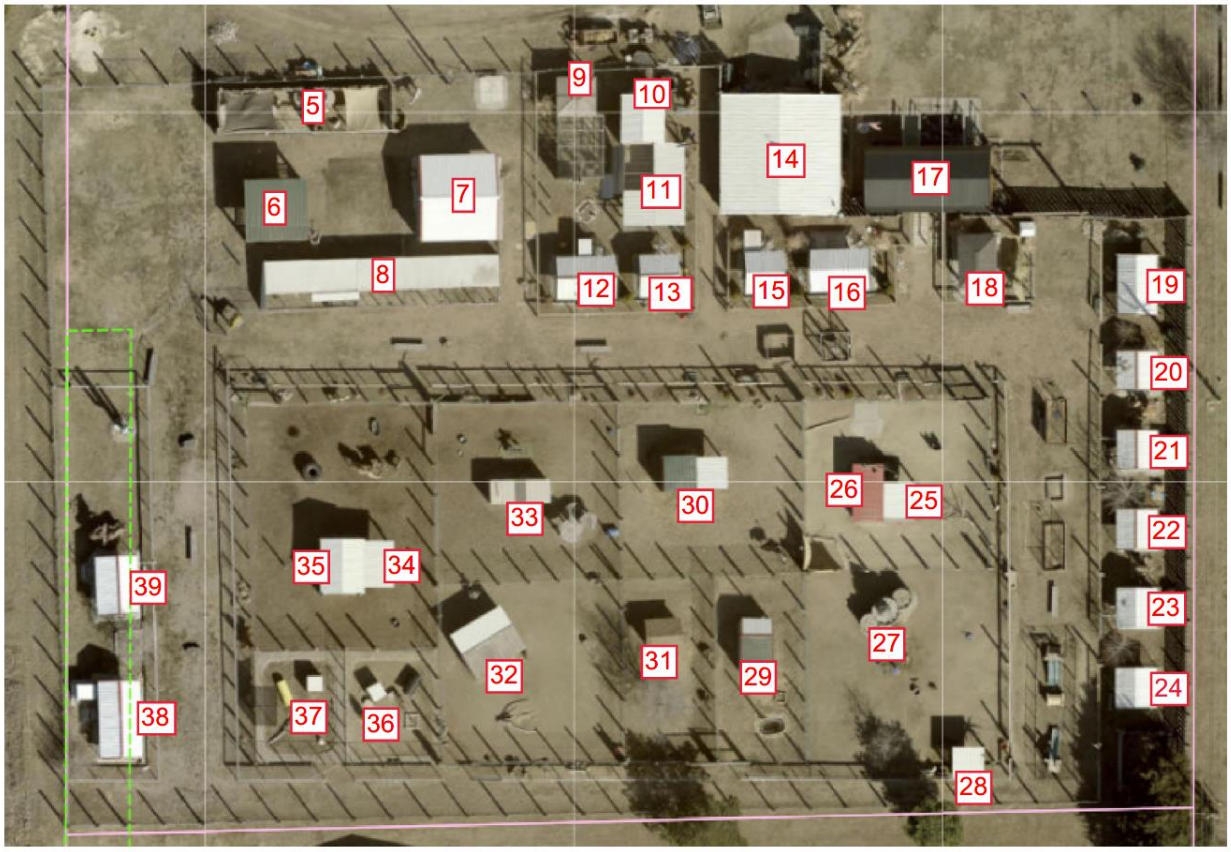
Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk


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AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 9.b.

Subject: Public Hearing on Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (TBARE Holdings, LLC)

#2026-202 - Approving Acquisition of Permanent Easements for State Street/Diers Avenue Improvements; Project No. 2026-P-1 (TBARE Holdings, LLC)

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

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BACKGROUND: This project is part of the overall Claude Road/Diers Avenue improvements of several roadways in the City of Grand Island. It is anticipated that these projects will occur over several years at a pace dictated by budgets, development growth and need. A Claude Road extension from just north of Faidley Avenue to State Street, which has 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 allows for improvements to the Diers Avenue corridor intended to control access and improve traffic performance and safety. The Diers Avenue improvements are the second component to this project. Also associated with this project are 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 has received approval for NDOT safety funds and will involve coordination with NDOT throughout the project.

The Public Works Department is proposing a concrete curb and gutter roadway section along with sidewalk, traffic control, drainage and all other associated improvements needed to complete the project.

To accommodate such improvements the acquisition of a permanent easement is necessary.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

DISCUSSION: A permanent easement is needed to accommodate the improvements to the

State Street/Diers Avenue area. All property acquisitions and negotiations were handled by a third party, Olsson, Inc. of Grand Island, Nebraska, who worked with the affected property owner to sign the necessary documents to grant the property, as shown on the attached sketch. Payment to the affected property owner totals $10,516.00, as detailed on the resolution.

FISCAL IMPACT: Funds will be paid out of 21000001-1100-40069.

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

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

RECOMMENDATION: City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the permanent easement from the affected property owner, in the total amount of $10,516.00.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Resolution
2. TBARE Holdings PE Exhibit

R E S O L U T I O N 2026-202

WHEREAS, a permanent easement is required by the City of Grand Island for State Street/Diers Avenue Improvements; Project No. 2026-P-1, from property described as follows:

Property Owner	***Legal Description***	***Amount***
TBARE Holdings, LLC	A PERMANENT SIDEWALK & UTILITY EASEMENT LOCATED IN PART OF LOT 1, FUGATE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, FUGATE SUBDIVISION AND THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE STREET AND THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 281 AND ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°57'53"W ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 154.57 FEET TO THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY RIGHT-OF-WAY LINE OF DIERS AVENUE; THENCE N45°17'17"W ON SAID WESTERLY LINE AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.98 FEET; THENCE N89°58'46"E A DISTANCE OF 148.57 FEET; THENCE N56°42'04"E A DISTANCE OF 12.98 FEET TO SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 281; THENCE S00°32'42"E, ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SIDEWALK & UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 807.59 SQUARE FEET OR 0.019 ACRES MORE OR LESS.	$10,516.00 ---------- Permanent Easement= $6,266.00 Administrative Settlement= $4,250.00 ----------

Total= $10,516.00

WHEREAS, an agreement for the permanent easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for permanent easement on the above described tract of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____

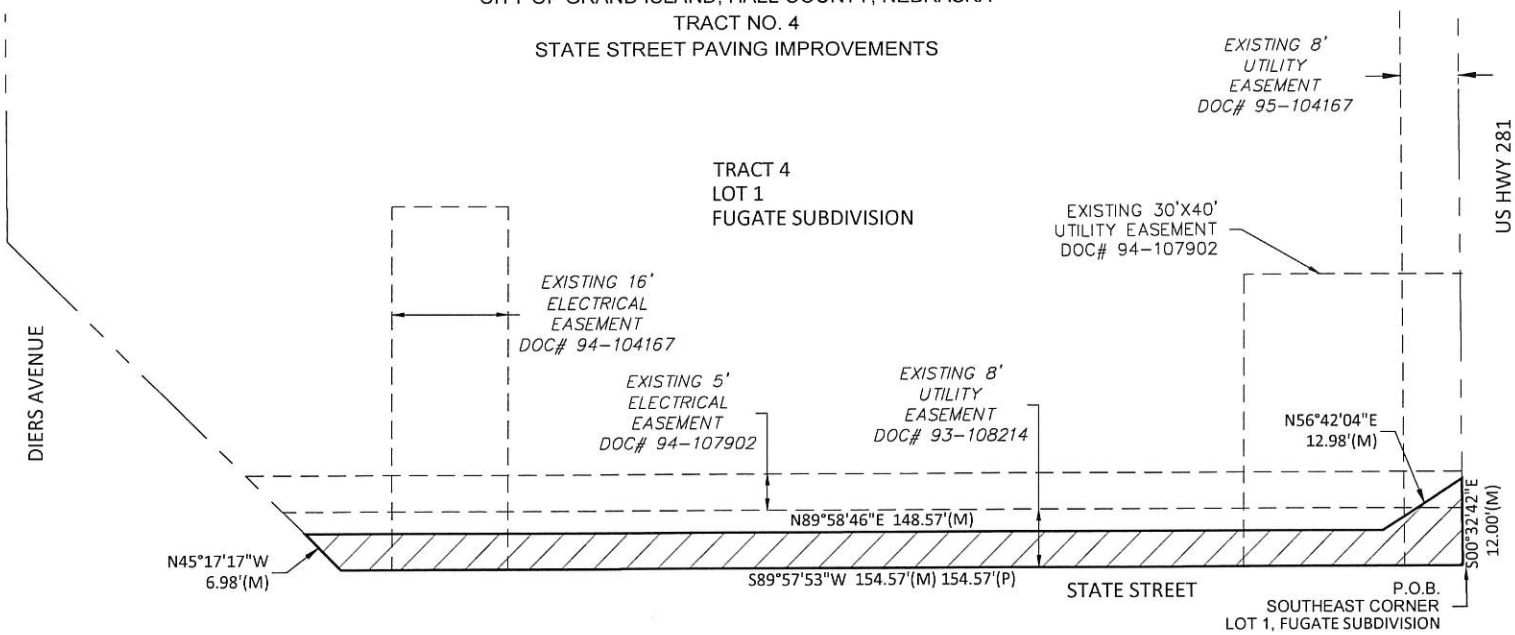
Jill Granere, City Clerk

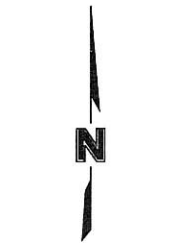
PERMANENT SIDEWALK & UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

TRACT NO. 4

STATE STREET PAVING IMPROVEMENTS





LEGEND

	EXISTING EASEMENT
	EXISTING PROPERTY LINE
	PERMANENT EASEMENT
M	MEASURED DISTANCE
P	PLATTED DISTANCE
P.O.B.	POINT OF BEGINNING

PERMANENT SIDEWALK & UTILITY EASEMENT DESCRIPTION

A PERMANENT SIDEWALK & UTILITY EASEMENT LOCATED IN PART OF LOT 1, FUGATE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, FUGATE SUBDIVISION AND THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE STREET AND THE WEST RIGHT OF WAY LINE OF HIGHWAY 281 AND ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°57'53"W ON SAID NORTH RIGHT OF WAY LINE , A DISTANCE OF 154.57 FEET TO THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY RIGHT OF WAY LINE OF DIERS AVENUE; THENCE N45°17'17"W ON SAID WESTERLY LINE AND SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 6.98 FEET; THENCE N89°58'46"E A DISTANCE OF 148.57 FEET; THENCE N56°42'04"E A DISTANCE OF 12.98 FEET TO SAID WEST RIGHT OF WAY LINE OF HIGHWAY 281; THENCE S00°32'42"E, ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SIDEWALK & UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 807.59 SQUARE FEET OR 0.019 ACRES MORE OF LESS.

PROJECT NO:	A21-07494
DRAWN BY:	BDP
DATE:	01.26.2026

PERMANENT SIDEWALK & UTILITY EASEMENT

olsson

201 East 2nd Street
Grand Island, NE 68801

olsson.com
TEL 308.384.8750

Olsson - Survey
Nebraska COA #000127

EXHIBIT 4P

F:\2021\07001-07500\021-07494-A\40-Design\Exhibits\Easements\Tract 4_PE_A2107494.dwg
DATE: Mar 05, 2026 1:28pm USER:

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 10.a.

Subject: #2026-203 - Consideration of Approving Re-established Tap Fees for Subdivided Lots in Sanitary Sewer District No. 530T

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

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BACKGROUND: Refer to Item 6a

DISCUSSION: Refer to Item 6a

FISCAL IMPACT: Revenue for 53030001-74122.

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: Move to approve resolution.

SAMPLE MOTION: Move to approve resolution.

ATTACHMENTS:

1. Resolution

This Space Reserved for Register of Deeds

RESOLUTION NO. 2026-203

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2026-BE-1 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the descriptions as follows:

Sanitary Sewer District No. 530T – Tap Fees

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Jim C & Kathy L Rathman	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	$ 7,379.12	$ -	$ 7,379.12
400217201	Jim C & Kathy L Rathman	Lot 1, Alda Twp Knuth Acres Sub	$ 184.32	$ -	$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	$ 6,695.75	$ -	$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 82.55 AC	$ 15,227.41	$ -	$ 15,227.41
400217279	Arthur P Stelk Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	$ 9,234.59	$ -	$ 9,234.59
400217228	Jim C & Kathy L Rathman	ALDA TWP SW 1/4 NE ¼ & PT NW ¼ SE ¼ 12-10-10 80 AC	$ 36,586.97	$ -	$ 36,586.97
400217309	JR4 Farm, LLC	ALDA TWP XC 13.84 AC STATE E 1/2 SE ¼ & SE ¼ NE 12-10-10 100.79 AC	$ 620,177.13	$ -	$ 620,177.13

400217252	Leslie Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	$ 4,015.16	$ -	$ 4,015.16
400217260	Leslie Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	$ 13,388.36	$ -	$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 8.06 AC	$ 3,610.55	$ -	$ 3,610.55
400217368	Curt & Christine Smith	Lot 1, Alda Twp C & C Smith Sub	$ 909.03	$ -	$ 909.03
400217317	Leslie Stelk	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	$ 13,191.02	$ -	$ 13,191.02
400217287	Leslie Stelk	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	$ 7,606.74	$ -	$ 7,606.74
400217376	Triple Crown Investments, LLC	ALDA TWP E ½ NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	$ 124,507.35	$ -	$ 124,507.35
400389657	James P Majerus	ALDA TWP NW ¼ NE ¼ 13-10-10 35.11 AC	$ 15,262.35	$ -	$ 15,262.35
400217449	Robert Ray Wenzl	ALDA TWP AMUNDSON SUB LT 1	$ 770.75	$ -	$ 770.75
400217392	Jay D Bockmann Eric T Bockmann	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	$ 6,117.70	$ -	$ 6,117.70
400217384	Jay D Bockmann Eric T Bockmann	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.78 AC	$ 492,001.19	$ -	$ 492,001.19
400418926	M & S Acquisitions, LLC	Lot 1, Alda Twp Bosselville Fifth Subdivision	$ 40,612.97	$40,612.97	$ -
400418928	Bosselman, Inc.	Lot 5, Alda Twp Bosselville Sixth Sub	$ 84,994.24	$ -	$ 84,994.24
400418930	Bosselman, Inc.	Lot 1, Alda Twp Bosselville Sixth Sub	$ 8,962.37	$ -	$ 8,962.37
400406772	Bosselman, Inc.	Outlot A, Alda Twp Bosselville Fifth Sub	$ 11,395.10	$ -	$ 11,395.10
400418924	Bosselman, Inc.	Outlot B, Alda Twp Boselville Fifth Subdivision	$ 0	$ -	$ 0
400217503	Bosselman, Inc.	NE ¼, SW ¼, SE ¼, Alda Twp, 13-10-10- 10 AC	$ 10,748.22	$ -	$ 10,748.22
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	$ 939.23	$ -	$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	$ 1,206.58	$ -	$ 1,206.58
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	$ 1,243.01	$ -	$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	$ 1,027.24	$ -	$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	$ 1,173.89	$ -	$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	$ 6,852.31	$ -	$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	$ 6,221.20	$ -	$ 6,221.20
400406659	Bosselman Real Estate, LLC	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	$ 6,196.72	$ 6,196.72	$ -
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	$ 9,860.35	$ -	$ 9,860.35

400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	$ 272.57	$ -	$ 272.57
400406705	Bosselman Real Estate, LLC	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	$ 1,012.13	$ 1,012.13	$ -
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	$ 6,593.41	$ -	$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	$ 16,672.44	$ -	$ 16,672.44
400406616	Bosselman Properties, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	$ 6,335.52	$ 6,335.52	$ -
400218437	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 2	$ 19,629.81	$19,629.81	$ -
400406608	Bosselman Energy, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 3	$ 38,161.69	$38,161.69	$ -
400448173	Bosselman Travel Centers, Inc.	Lot 2, Alda Twp Bosselville Fourth Sub	$ 172,627.14	$172,627.14	$ -
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	$ 11,984.03	$ -	$ 11,984.03
400217465	Brad L Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	$ 34,360.28	$ -	$ 34,360.28
400218445	Steven D Bockman	ALDA TWP PT LT 2 & ALL LT 3 24-10-10 100.33 AC	$ 87,062.07	$ -	$ 87,062.07
400209276	Kenneth Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	$ 5,965.52	$ -	$ 5,965.52
400209330	Kenneth Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	$ 12,711.76	$ -	$ 12,711.76
400460432	Kenneth Clausen	WASH TWP RIVER SUB LT 1	$ 272.28	$ -	$ 272.28
400209322	Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	$ 14,224.16	$ -	$ 14,224.16
400209551	Kenneth L Clausen	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 39.207 AC	$ 99,169.56	$ -	$ 99,169.56
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	$ 312.71	$ -	$ 312.71
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 ~~84~~ 107.26 AC	$ 265,675.58	$ -	$265,675.58
400209535	Kuehner Farms, Inc.	WASHINGTON TWP PT LT 3 17-10-9 54.68 AC	$ 26,535.29	$ -	$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	$ 22,617.12	$ 22,617.12	$ -

400209559	Kenneth L Clausen	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4NW 1/4 XC .33 AC HWY 17-10-9 51.02 AC	$ 183,215.70	$ -	$183,215.70
400389689	Triple Crown Investments, LLC	ALDA TWP W 1/2 NE 1/4 NE 1/4 13-10-10 19.68 AC	$ 112,032.22	$ -	$112,032.22
400404818	Bosselman, Inc.	ALDA TWP PT LT 2 MLD 24-10-10 .42 AC	$ -	$ -	$ -
400418947	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 2	$ 8,890.10	$ -	$8,890.10
400418949	Bosselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 3	$ 8,896.03	$ -	$8,896.03
400418951	Bossselman, Inc.	ALDA TWP BOSSELVILLE SIXTH SUB LT 4	$ 15,710.17	$ -	$15,710.17
400448174	Bosselman Travel Centers, Inc.	ALDA TWP BOSSELVILLE FOURTH SUB LT 1 10.93 AC	$ -	$ -	$ -
			TOTALS: ***$2,739,238.21***	***$307,193.10***	***$2,432,045.11***

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 10.b.

Subject: #2026-204 - Approving Update to Resolution No. 2018-240; Designated Truck Routes within the City of Grand Island

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

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BACKGROUND: On August 14, 2018 City Council passed Resolution No. 2018-240, which designated the truck routes within the City of Grand Island. City Council approval is required for any changes to be made to that resolution.

DISCUSSION: The list of truck routes within the City of Grand Island needs updating due to the construction of the new U.S. Highway 30 alignment and the subsequent renaming/lengthening of Old Highway 30. Other administrative changes/adjustments are being proposed as well. Notes on the changes are below.

- Relocating the listed portions of Federal and State highways within the City Limits from the list to the body portion of the resolution. This will eliminate the need to update if the boundary of the City changes and the State and Federal Highways by functional classification are truck routes.
- Routes that have intermittent City/County boundaries were updated to state within City Limits between the closest major intersections for mapping purposes.
- Extending Husker Highway from North Road west to Old Highway 30
- Removing portion of Elm Street between First Street and North Front Street as this roadway no longer crosses the UPRR tracks.
- Correcting the location where the road changes from Nebraska Highway 2 and Old Highway 2.
- Correcting the location where the road changes from Old Potash Highway and Old Lincoln Highway.

See attachment for all proposed changes.

FISCAL IMPACT: None.

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

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

RECOMMENDATION: City Administration recommends that the Council approve the update to Resolution No. 2018-240 to designate truck routes within the City of Grand Island.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Truck Route- PROPOSED CHANGES 2026 REDLINE
2. Resolution

Attachment
Truck Route Proposed Changes – July 2026

STREET	FROM	TO
Abbott Road (within City Limits)	~~½ mile west of Sky Park Road (west City Limits)~~ Saint Paul Road	~~Sky Park Road~~ Gunbarrel Road
~~Abbott Road~~	~~Quandt Road~~	~~East City Limits~~
Adams Street	Stolley Park Road	Anna Street
Airport Road (within City Limits)	US Highway 281	~~Sky Park Road~~ Gunbarrel Road
~~Airport Road~~	~~Shady Bend Road~~	~~East City Limits~~
Anna Street	Broadwell Avenue	Locust Street
Bismark Road (within City Limits)	Locust Street	~~East City Limits~~ Shady Bend Road
Blaine Street~~/Custer Avenue~~	Second Street	Old Lincoln Highway
Broadwell Avenue	Anna Street	~~North City Limits~~ Airport Road
Capital Avenue	Sky Park Road	~~East City Limits~~ Shady Bend Road
Claude Road	Old Highway 30	Old Potash Highway
Eddy Street	Oklahoma Avenue	State Street
Elm Street	~~Second Street~~ North Front Street	Fourth Street
Engleman Road (within City Limits)	Husker Highway	~~Old Potash Highway~~ Nebraska Highway 2
~~Engleman Road~~	~~City Limits south of Lariat Lane~~	~~City Limits north of Michigan Avenue~~
Fonner Park Road	Adams Street	Stuhr Road
Fourth Street	Eddy Street	~~SkyPark Road~~ Seventh Street
Gold Core Drive	Wildwood Drive	Schimmer Drive
Husker Highway	~~North Road~~ Old Highway 30	US Highway 281
Juergen Road	Wildwood Drive	Schimmer Drive
Lincoln Avenue	Second Street	North Front Street
Locust Street (within City Limits)	~~South City Limits~~ Interstate 80	Charles Street
~~Nebraska Highway 2~~ **Addressed within body of resolution*	~~¼ mile west of Independence Avenue (west City Limits)~~	~~Broadwell Avenue~~
North Road	Husker Highway	Old Potash Highway

Attachment
Truck Route Proposed Changes – July 2026

North Front Street	Broadwell Avenue	Elm Street
Oak Street	South Front Street	Fourth Street
Oklahoma Avenue	Adams Street	Locust Street
Old Highway 2	US Highway 281	Broadwell Avenue
Old Highway 30	~~West intersection with USHighway 30~~ Husker Highway	Old Potash Highway ~~I Old Lincoln Highway intersection~~
Old Lincoln Highway	~~Old Highway 30 I Old Potash Highway intersection~~ Custer Avenue	Broadwell Avenue
Old Potash Highway (within City Limits)	~~West City Limits~~ Engleman Road	~~Old Lincoln Highway I Old Highway 30 intersection~~ Custer Avenue
Platte Valley Boulevard	US Highway 281	Juergen Road
Quandt Road (within City Limits)	Abbott Road	~~¼ mile north of Abbott Road (City Limits)~~ White Cloud Road
Schimmer Road (within City Limits)	~~West City Limits~~ North Road	~~Locust Street~~ Blaine Street
Second Street	Webb Road	Grant Street
Shady Bend Road (within City Limits)	~~Arabian Circle (City Limits)~~ Bismark Road	~~Bronco Road (City Limits)~~ Airport Road
~~Shady Bend Road~~	~~Approx. ½ mile north of Bismark Road (City Limits)~~	~~880 feet south of Gregory Avenue (City Limits)~~
~~Shady Bend Road~~	~~231 feet south of Gregory Avenue (City Limits)~~	~~UPRR South right of way (City Limits)~~
~~Shady Bend Road~~	~~1,910 feet north of Capital Avenue (City Limits)~~	~~Airport Road~~
Sky Park Road	Seventh Street	White Cloud Road
Saint Paul Road	Fourth Street	Capital Avenue
Stolley Park Road (within City Limits)	~~920 feet west of Freedom Drive (west City Limits)~~ US Highway 30	Stuhr Road
Stuhr Road (within City Limits)	~~270 feet south of the north intersection with Stolley Park Road (south City Limits)~~ Stolley Park Road (south intersection)	US Highway 30
Sycamore Street	First Street	Fourth Street

Attachment
Truck Route Proposed Changes – July 2026

Third Street	Blaine Street	Broadwell Avenue
~~US Highway 30~~ **Addressed within body of resolution*	~~West City Limits~~	~~Grant Street~~
~~US Highway 30 (2nd Street)~~ **Addressed within body of*	~~Grant Street~~	~~Greenwich Street~~
~~US Highway 30 (eastbound) (Greenwich Street)~~ **Addressed within body of resolution*	~~Second Street~~	~~First Street~~
~~US Highway 30 (151 Street and 2nd Street)~~ **Addressed within body of*	~~Greenwich Street~~	~~Plum Street~~
~~US Highway 30~~ **Addressed within body of resolution*	~~Plum Street~~	~~270 feet west of Shady Bend Road (east City Limits)~~
~~US Highway 34 (Husker Highway)~~ **Addressed within body of resolution*	~~US Highway 281~~	~~¼ mile east of Locust Street (east City Limits)~~
~~US Highway 34 / 281~~ **Addressed within body of resolution*	~~Milepost No. 228.91 (1/4 mile south of Wildwood Drive) (south City Limits)~~	~~Milepost No. 231.16 (Husker Highway)~~
~~US Highway 281~~ **Addressed within body of resolution*	~~Milepost No. 67.6 (Husker Highway)~~	~~Milepost No. 72 (Nebraska Highway 2) (north City Limits)~~
Vine Street	First Street	Third Street
Vine Street (South Front Street)	Third Street	Oak Street
Walnut Street	Charles Street	Second Street
Webb Road	South intersection with US Highway 281	North intersection with US Highway 281
White Cloud Road (within City Limits)	Sky Park Road	~~2,060 feet east of Sky Park Road (east City Limits)~~ Quandt Road
Wildwood Drive (within City Limits)	~~380 feet west of Elk Drive (west City Limits)~~ North Road	Locust Street

R E S O L U T I O N 2026-204

WHEREAS, the City Council, by authority of Section 22-76 of the Grand Island City Code, may by resolution, designate truck routes upon the streets of the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that all Federal Highways and State Highways passing through the corporate limits of the City of Grand Island, including Nebraska Highway 2, US Highway 30, US Highway 34, and US Highway 281, are designated as truck routes; and

BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following city streets within the City of Grand Island are designated as truck routes:

STREET	FROM	TO
Abbott Road (within City Limits)	Saint Paul Road	Gunbarrel Road
Adams Street	Stolley Park Road	Anna Street
Airport Road (within City Limits)	US Highway 281	Gunbarrel Road
Anna Street	Broadwell Avenue	Locust Street
Bismark Road (within City Limits)	Locust Street	Shady Bend Road
Blaine Street	Second Street	Old Lincoln Highway
Broadwell Avenue	Anna Street	Airport Road
Capital Avenue (within City Limits)	Sky Park Road	Shady Bend Road
Claude Road	Old Highway 30	Old Potash Highway
Eddy Street	Oklahoma Avenue	State Street
Elm Street	North Front Street	Fourth Street
Engleman Road (within City Limits)	Husker Highway	Nebraska Highway 2
Fonner Park Road	Adams Street	Stuhr Road
Fourth Street	Eddy Street	Seventh Street
Gold Core Drive	Wildwood Drive	Schimmer Drive
Husker Highway	Old Highway 30	US Highway 281
Juergen Road	Wildwood Drive	Schimmer Drive
Lincoln Avenue	Second Street	North Front Street
Locust Street (within City Limits)	Interstate 80	Charles Street
North Road	Husker Highway	Old Potash Highway

North Front Street	Broadwell Avenue	Elm Street
Oak Street	South Front Street	Fourth Street
Oklahoma Avenue	Adams Street	Locust Street
Old Highway 2	US Highway 281	Broadwell Avenue
Old Highway 30	Husker Highway	Old Potash Highway
Old Lincoln Highway	Custer Avenue	Broadwell Avenue
Old Potash Highway (within City Limits)	Engleman Road	Custer Avenue
Platte Valley Boulevard	US Highway 281	Juergen Road
Quandt Road (within City Limits)	Abbott Road	White Cloud Road
Schimmer Road (within City Limits)	North Road	Blaine Street
Second Street	Webb Road	Grant Street
Shady Bend Road (within City Limits)	Bismark Road	Airport Road
Sky Park Road	Seventh Street	White Cloud Road
Saint Paul Road	Fourth Street	Capital Avenue
Stolley Park Road (within City Limits)	US Highway 30	Stuhr Road
Stuhr Road (within City Limits)	Stolley Park Road (south intersection)	US Highway 30
Sycamore Street	First Street	Fourth Street
Third Street	Blaine Street	Broadwell Avenue
Vine Street	First Street	Third Street
Vine Street (South Front Street)	Third Street	Oak Street
Walnut Street	Charles Street	Second Street
Webb Road	South intersection with US Highway 281	North intersection with US Highway 281
White Cloud Road (within City Limits)	Sky Park Road	Quandt Road
Wildwood Drive (within City Limits)	North Road	Locust Street

BE IT FURTHER RESOLVED that this resolution supersedes any and all other resolutions establishing or amending truck routes for the City of Grand Island.

- - - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____

Roger Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 10.c.

Subject: #2026-205 - Approving FY2026-2027 Annual Budget for Fonner Park Business Improvement District and setting Date for Board of Equalization

Staff Contact: Chelsey Steinke

BACKGROUND: On February 14, 2017 the City Council adopted Ordinance #9622 creating the Fonner Park 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.

DISCUSSION: The reformation of the Fonner Park BID that occurred in 2017 created the Fonner Park BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners will be billed for the assessment after approval by City Council sitting as the Board of Equalization on September 08, 2026. The BID is budgeting for $105,700 in Revenues and $178,195 in Expenses, this will allow them to spend down $50,000 in grant funds that were awarded in FY26 but will not be spent until FY27. The grant funds will be used to improve the landscaping in the District. The budgeted assessments of $55,450, an increase of 4%, will be charged to property owners in the district based on their front footage. Notices will be published in the Grand Island Independent on August 6, August 13, and August 20, 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 $1,200 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: Move to approve the proposed budget and set the date of September 8, 2026 for the Board of Equalization. Refer the issue back to the BID Board. Postpone the issue to future

date. Take no action on the issue presented in this motion.

RECOMMENDATION: City Administration recommends City Council approve the proposed Budget for the Fonner Park Business Improvement District and set the date for the Board of Equalization for Fonner Park Business Improvement District as September 08, 2026.

SAMPLE MOTION:

Move to approve the 2026-2027 Budget for the Fonner Park BID and set the date of September 08, 2026, for the Board of Equalization.

ATTACHMENTS:

1. 2026-2027 Budget Approved 07.22.26.pdf
3. Resolution

Fonnerk Park BID 2026-2027 Budget	Budget 2025-2026 Approved	Actuals 2025-2026 Projected	Budget 2026-2027 Approved
Front Footage	$10.75	$10.75	$11.25
Budgeted Revenue	$53,202	$53,202	$55,450
REVENUE 94011413			
Planned Carry Over	$5,597	$48,092	$93,508
74140 Special Assessments	$53,202	$50,000	$55,450
74787 Interest Revenue	$250	$1,076	$250
74795 Other Revenue (Grant funding)	$50,000	$50,000	$50,000
	$109,049	$149,168	$199,208
APPROPRIATIONS			
Account			
85213 Contract Services	$34,000	$34,000	$35,020
85245 Printing & Binding Services	$10	$10	$25
85249 Snow & Ice Removal	$3,500	$3,500	$5,000
85305 Utility Services	$8,000	$8,000	$8,000
85319 Repair & Maintenance - Land Improv	$8,000	$8,000	$8,000
85413 Postage	$150	$150	$150
85419 Legal Notices	$500	$500	$500
85490 Other Expenditures - Landscape Project	$60,000		$120,000
85560 Trees & Shrubs	$1,500	$1,500	$1,500
TOTAL OPERATING EXPENSE			
	$115,660	$55,660	$178,195
ANNUAL EXCESS/(LOSS)	**$3,889**	**$93,508**	**$21,013**

R E S O L U T I O N 2026-205

WHEREAS, the City Council has considered the proposed budget of the Fonner Park Business Improvement District for their fiscal year 2026-2027; and

WHEREAS, the City has received the front footage amounts of the individual properties within the Fonner Park 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 Fonner Park 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 Fonner Park Business Improvement District by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 11.a.

Subject: #10,083 - Consideration of Amendments to Grand Chapter 22 of the Grand Island City Code Relative to Snow Emergency Routes

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

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BACKGROUND: The Snow Emergency Routes listed in City Code Section 22-113 were last updated by Ordinance No. 9204 effective October 7, 2020. City Council approval is required to make changes or amend this section of City Code.

DISCUSSION: The list of Snow Emergency Routes within the City of Grand Island needs updating due to the construction of the new U.S. Highway 30 alignment and the subsequent renaming/lengthening of Old Highway 30. Other administrative changes/adjustments are being proposed as well and highlights of these changes are below:

- Routes that have intermittent City/County boundaries were updated to state within City Limits between the closest major intersections for mapping purposes.
- Adding Claude Road between Old Highway 30 and State Street due to its connectivity between major streets.
- Correcting the location where the road changes from Nebraska Highway 2 and Old Highway 2.
- Correcting the location where the road changes from Old Potash Highway and Old Lincoln Highway.
- Adding Engleman Road between Husker Highway and Nebraska Highway 2 due to its connectivity between major streets.
- Removing the section of Pine Street between First Street and Court Street due to vacation of the ROW and expansion of the courthouse.
- Adding a section of Plum Street and Indiana Avenue for connectivity of the State Street/Seventeenth Street/Eighteenth Street stretch between Broadwell Avenue and Saint Paul Road.
- Addition of Vine Street between Fonner Park Road and Third Street due to an error in the last update this segment was inadvertently left off the list.

Attached is the current list with all proposed changes.

FISCAL IMPACT: None.

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

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

RECOMMENDATION: City Administration recommends that the Council approve an Ordinance amending Section 22-113 of the Grand Island City Code with the above changes.

SAMPLE MOTION: Move to approve as recommended.

ATTACHMENTS:

1. Snow Emergency Routes- PROPOSED CHANGES 2026 REDLINE
2. Ordinance

Attachment

Snow Emergency Routes - PROPOSED CHANGES – July 2026

Adams Street between Stolley Park Road and Anna Street;

Anna Street between Blaine Street and Locust Street;

Bismark Road between Locust Street and ~~BNSF Railway Right-of-Way~~ Shady Bend Road (within City Limits);

Blaine Street between Wildwood Drive and ~~Third Street~~ Old Potash Highway/Old Lincoln Highway (within City Limits);

Broadwell Avenue between Anna Street and U.S. Highway 281/ Airport Road ~~(City Limits)~~;

Cannon Road between Mansfield Road and North Road;

Capital Avenue between Engleman Road and ~~1/ 2 Mile East of Sky Park Road~~ Shady Bend Road (within City Limits);

Cherry Street between Bismark Road and Sutherland Street;

Claude Road between Old Highway 30 and State Street;

College Street between Broadwell Avenue and Webb Road;

Custer Avenue between ~~Third Street~~ Old Potash Highway/Old Lincoln Highway and Capital Avenue;

Diers Avenue between Old Potash Highway and Capital Avenue;

Eddy Street between Anna Street and State Street;

Eighteenth Street between ~~the Burlington Northern and Santa Fe Railroad~~ Plum Street and Saint Paul Road;

Faidley Avenue between Redwood Road and Broadwell Avenue;

Fonner Park Road between Adams Street and Stuhr Road;

Fourth Street between Broadwell Avenue and Sky Park Road;

Engleman Road between Husker Highway and Nebraska Highway 2 (within City Limits);

Harrison Street between Stolley Park Road and Anna Street;

Howard Avenue between Faidley Avenue and Tenth Street;

Husker Highway between ~~U.S.~~ Old Highway 30 and U.S. Highway 281;

Independence Avenue between Manchester Road and Nebraska Highway 2;

Indiana Avenue between the north and south intersections of Eighteenth Street;

Koenig Street between Blaine Street and Plum Street;

Lafayette Avenue between State Street and Capital Avenue;

Lincoln Avenue between Anna Street and Broadwell Avenue;

Locust Street between ~~1, 200 feet north of~~ Interstate 80 ~~(City Limits)~~ and First Street (within City Limits);

Manchester Road between Viking Road and Mansfield Road;

Mansfield Road between Thirteenth Street and Manchester Road;

Nebraska Highway 2 ~~between 1, 400 feet west of Independence Avenue~~ within City Limits;

North Front Street between Webb Road and Broadwell Avenue;

North Road between Husker Highway and Nebraska Highway 2;

Old Lincoln Highway between Custer Avenue and Broadwell Avenue;

Old ~~Nebraska~~ Highway 2 between U.S. Highway 281 and Broadwell Avenue ~~and U.S. Highway 281~~;

Old Potash Highway between ~~540 Feet West of Arapahoe Avenue~~ Engleman Road and Custer Avenue (within City Limits);

Old Highway 30 between ~~West Intersection with U.S. Highway 30 and East~~

~~Intersection with U.S. Highway 30 Overpass~~ Husker Highway and Old Potash Highway;

Pine Street between ~~Court Street~~ U.S. Highway 30 (First Street) and South Front Street;

Pleasant View Drive between Bismark Road and Fonner Park Road;

Plum Street between Sutherland Street and Second Street;

Plum Street between Seventeenth Street and Eighteenth Street;

Prairieview Street between Rae Rd and Husker Highway;

Rae Rd between U. S. Highway 281 and Prairieview Street;

Redwood Road between Faidley Avenue and Thirteenth Street;

Riverside Drive between Stagecoach Road and Stolley Park Road;

Saint Paul Road between Fourth Street and Capital Avenue;

Schimmer Drive between ~~1/ 2 Mile West of U.S. Highway 281 (City Limits)~~ North Road and Blaine Street (within City Limits);

Second Street between Webb Road and Garfield Street;

Seedling Mile Access Road between Seedling Mile Road and U. S. Highway 30

Seeding Mile Road between ~~1/4 Mile West of Museum Drive~~ Seedling Mile Access Road and ~~'/ 4 Mile East of Shady Bend Road~~ Gunbarrel Road (within City Limits);

Seventeenth Street between Walnut Street/ State Street Intersection and ~~the Burlington Northern and Santa Fe Railroad~~ Plum Street;

Shady Bend Road between Bismark Rd and ~~Union Pacific Railroad Right- of-Way~~ Airport Road (within City Limits);

~~Shady Bend Road between 1910 Feet North of Capital Avenue and Airport Road;~~

Sky Park Road between ~~Fourth~~ Seventh Street and White Cloud Road;

South Front Street between Walnut Street and Vine Street;

Stagecoach Road between Blaine Street and Locust Street;

State Street between North Road and Seventeenth Street/ Walnut Street Intersection;

Stolley Park Road between ~~920 Feet West of Freedom Drive~~ U.S. Highway 30 and Stuhr Road (within City Limits);

Stuhr Road between ~~North Intersection with~~ Stolley Park Road and U.S. Highway 30 (within City Limits);

Sutherland Street between Cherry Street and Plum Street;

Swift Road between Stuhr Road and ~~3/ 4 Mile East of Stuhr Road~~ Museum Drive;

Sycamore Street between Court Street and Capital Avenue;

Tenth Street between Broadwell Avenue and Saint Paul Road;

Third Street between Blaine Street and Vine Street;

Thirteenth Street between ~~910 Feet West of Branding Iron Lane~~ Engleman Road and Wheeler Avenue (within City Limits);

U.S. Highway 30 ~~between Husker Highway and Grant Street~~ within City Limits;

~~U.S. Highway 30 (Second Street) between Grant Street and Greenwich Street;~~

~~U.S. Highway 30 (Eastbound)/ Greenwich Street between First Street and Second Street;~~

~~U.S. Highway 30 (First Street/ Second Street) between Greenwich Street and Plum Street;~~

~~U.S. Highway 30 between Plum Street and 270 Feet West of Shady Bend Road (City Limits);~~

U.S. Highway 34 ~~(Husker Highway) between U.S. Highway 281 and 1/ o mile East of Locust Street Stuhr Road~~ (within City Limits);

U.S. Highway 281 ~~between '/ 4 Mile South of Wildwood Drive and Broadwell Avenue~~ (within City Limits);

Vine Street between Fonner Park Road and ~~South Front~~ Third Street;

Walnut Street between Locust Street/ Charles Street Intersection and Fourth Street;

Webb Road between South Intersection with U.S. Highway 281 and North Intersection with U.S. Highway 281;

Wheeler Street between Fourth Street and Capital Avenue;

Wildwood Drive between ~~380 Feet West of Elk Drive (City Limits)~~ North Road and Locust Street (within City Limits);

ORDINANCE NO. 10,083

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Section 22-113 pertaining to Snow Emergency Routes, to repeal Section 22-113 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 22-113 of the Grand Island City Code is hereby amended to read as follows:

Division 4. Regulations to Facilitate Snow Removal

§22-113. Snow Emergency Routes.

The City Council may, by resolution, designate snow emergency routes within the City in accordance with Section 22-113 through 22-117 of the City Code. Appropriate signs or other traffic control devices shall be installed indicating the existence of such snow emergency routes. A designation of any street, avenue, road, or highway, or portion thereof, as a snow emergency route shall in no way affect designation of that street, avenue, road or highway for any other purpose.

Adams Street between Stolley Park Road and Anna Street;
Anna Street between Blaine Street and Locust Street;
Bismark Road between Locust Street and Shady Bend Road (within City Limits);
Blaine Street between Wildwood Drive and Old Potash Highway/Old Lincoln Highway (within City Limits);
Broadwell Avenue between Anna Street and U.S. Highway 281/ Airport Road;
Cannon Road between Mansfield Road and North Road;
Capital Avenue between Engleman Road and Shady Bend Road (within City Limits);
Cherry Street between Bismark Road and Sutherland Street;
Claude Road between Old Highway 30 and State Street;
College Street between Broadwell Avenue and Webb Road;
Custer Avenue between Old Potash Highway/Old Lincoln Highway and Capital Avenue;
Diers Avenue between Old Potash Highway and Capital Avenue;
Eddy Street between Anna Street and State Street;
Eighteenth Street between Plum Street and Saint Paul Road;
Faidley Avenue between Redwood Road and Broadwell Avenue;
Fonner Park Road between Adams Street and Stuhr Road;
Fourth Street between Broadwell Avenue and Sky Park Road;
Engleman Road between Husker Highway and Nebraska Highway 2 (within City Limits);
Harrison Street between Stolley Park Road and Anna Street;
Howard Avenue between Faidley Avenue and Tenth Street;
Husker Highway between Old Highway 30 and U.S. Highway 281;
Independence Avenue between Manchester Road and Nebraska Highway 2;
Indiana Avenue between the north and south intersections of Eighteenth Street;
Koenig Street between Blaine Street and Plum Street;
Lafayette Avenue between State Street and Capital Avenue;

Lincoln Avenue between Anna Street and Broadwell Avenue;
Locust Street between Interstate 80 and First Street (within City Limits);
Manchester Road between Viking Road and Mansfield Road;
Mansfield Road between Thirteenth Street and Manchester Road;
Nebraska Highway 2 within City Limits;
North Front Street between Webb Road and Broadwell Avenue;
North Road between Husker Highway and Nebraska Highway 2;
Old Lincoln Highway between Custer Avenue and Broadwell Avenue;
Old Highway 2 between U.S. Highway 281 and Broadwell Avenue;
Old Potash Highway between Engleman Road and Custer Avenue (within City Limits);
Old Highway 30 between Husker Highway and Old Potash Highway;
Pine Street between U.S. Highway 30 (First Street) and South Front Street;
Pleasant View Drive between Bismark Road and Fonner Park Road;
Plum Street between Sutherland Street and Second Street;
Plum Street between Seventeenth Street and Eighteenth Street;
Prairieview Street between Rae Rd and Husker Highway;
Rae Rd between U. S. Highway 281 and Prairieview Street;
Redwood Road between Faidley Avenue and Thirteenth Street;
Riverside Drive between Stagecoach Road and Stolley Park Road;
Saint Paul Road between Fourth Street and Capital Avenue;
Schimmer Drive between North Road and Blaine Street (within City Limits);
Second Street between Webb Road and Garfield Street;
Seedling Mile Access Road between Seedling Mile Road and U. S. Highway 30
Seeding Mile Road between Seedling Mile Access Road and Gunbarrel Road (within City Limits);
Seventeenth Street between Walnut Street/ State Street Intersection and Plum Street;
Shady Bend Road between Bismark Rd and Airport-Road (within City Limits);
Sky Park Road between Seventh Street and White Cloud Road;
South Front Street between Walnut Street and Vine Street;
Stagecoach Road between Blaine Street and Locust Street;
State Street between North Road and Seventeenth Street/ Walnut Street Intersection;
Stolley Park Road between U.S. Highway 30 and Stuhr Road (within City Limits);
Stuhr Road between Stolley Park Road and U.S. Highway 30 (within City Limits);
Sutherland Street between Cherry Street and Plum Street;
Swift Road between Stuhr Road and Museum Drive;
Sycamore Street between Court Street and Capital Avenue;
Tenth Street between Broadwell Avenue and Saint Paul Road;
Third Street between Blaine Street and Vine Street;
Thirteenth Street between Engleman Road and Wheeler Avenue (within City Limits);
U.S. Highway 30 within City Limits;
U.S. Highway 34 within City Limits;
U.S. Highway 281 within City Limits;
Vine Street between Fonner Park Road and Third Street;
Walnut Street between Locust Street/ Charles Street Intersection and Fourth Street;
Webb Road between south intersection with U.S. Highway 281 and north intersection with U.S. Highway 281;

Wheeler Street between Fourth Street and Capital Avenue;
Wildwood Drive between North Road and Locust Street (within City Limits).

Enacted: July 28, 2026

_____
Roger G. Steele, Mayor

Attest:

_____
Jill Granere, City Clerk

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 12.a.

Subject: #2026-206 - Resolution to Offer Certain Real Property Known as Veterans Village for Sale

Staff Contact: Kari Fisk, City Attorney & Patrick Brown, City Administrator

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BACKGROUND: The City has been engaged in efforts with Woodsonia Real Estate Inc, and related parties, to develop an actionable proposal for use of Good Life District Economic Development Funds to spur development at Veteran's Village. Updates to prior proposals were presented to Council by Woodsonia on June 2, 2026. Direction was provided to staff to develop a proposal to offer certain land for sale. Council approved Resolution 2026-176 which offered said property to sale to Woodsonia Real Estate Inc, subject to certain terms and conditions and an acceptance deadline of June 30th, 2026 with hopes of allowing development to progress. That offer was not accepted. Feedback from Woodsonia was received and they were placed on the agenda for direct negotiations with Council on July 14, 2026. At that meeting, Woodsonia requested the opportunity to meet with City staff to develop a new proposed Good Life District Agreement for presentation to Council on August 11, 2026.

City staff worked to develop proposed modifications to the Good Life District Agreement with a goal to provide the firm commitments needed by Woodsonia from the City Council in a manner quick enough to avoid further delays in progress, without compromising legal or financial requirements. City Staff is still finalizing changes to the larger Good Life District Agreement for its presentation to Council but the Parties were able to identify key operative events that Woodsonia needs clarity and finality on prior to the larger GLDA becoming operative. The Parties are working towards an Operative Date of October 1 but acknowledge that date is highly contingent due to legal notice requirements, ordinance reading, and the schedules of outside political subdivisions.

Those key operative events - which would occur outside of the GLDA but which would impact whether the GLDA became active - as of July 24th, include:

- The Creation and imposition of a Veteran's Village Good Life District Occupation Tax of 2% (Before Council tonight as Ordinance 10,084)
- Tax Increment Financing Contract Approval

- Land Sale of the Veteran's Village Property
- The Creation of a Community Improvement District
- Strengthened assurances of the Availability of Cash-on-Hand

Because the sale of land is a time consuming step in this process; and because progress on their request for TIF requires they have some defined interest in the property, this offer to sell is a critical step towards the Operative Events.

DISCUSSION: Based on feedback received from Woodsonia, ongoing discussions and negotiations held after the July 14th Council Meeting, and a shift to providing Operative Event assurances before the Good Life District Agreement would become operative, City staff has modified the prior resolution offering the property for sale.

The City does not, at this time, have a full legal description for the portions of property which would be sold but, generally, City Council would be offering to sell the Western portions of the land identified as "Veterans Village" (full legal description is contained in the Resolution) which are generally bounded by the western edge of Eagle Scout Lake, the Veteran Softball Complex, and then include the Southeastern portion of the property where the soccer fields are located and continuing south to the railroad. (Rough drawing included in Packet and Resolution).

Once surveyed, a sale ordinance would be prepared for Council, consistent with this offer, and would be brought back before Council for its review as required by law.

This offer to sell includes these general provisions:

- Findings by Council that an offer should be made, and defining the public purposes and goals of the offer.
- An offer to sell the property for $3,000,000.
- Notice that, as the aquatics center is proposed to be completed by the YMCA it would be handled by separate transaction and its success or failure would not create a risk to Woodsonia of reversion of any property offered in this Resolution.
- Timelines for acceptance and earnest deposit (August 19, 2026 at 4pm), presentation to Council of the Sale Ordinance (September 8, 2026) and anticipated closing dates (October 30, 2026)
- Protective covenants to include restrictions on manufacturing or industrial use, limitations on tax exemption so as to not compromise anticipated TIF financing or planned CID use, and filing of all associated agreements which may arise in the future.
- A reversion of ownership back to the City for the proposed school lot, should Woodsonia fail to transfer that property to the school within one year of the completion of site preparation and mass grading.
- A reversion of certain portions of the property upon which key critical project components are proposed should those components not be commenced, or completed, in a timely fashion.
    - All portions noted as sale only would be Woodsonia's to retain - whether or not they complete any critical project components.
- Terms that clarify that the Parties understand other access, rights, right-of-way, easements, transfers etc will likely occur to facilitate development.
- Terms that clarify the City is offering the property as-is, but has and will continue to provide access to Woodsonia to help them evaluate whether the properties condition meets their satisfaction.

FISCAL IMPACT: This offer itself has no present fiscal impact. If accepted the City would need to procure a legal survey and may have other minor expenses related to the sale ordinance. If completed, the sale would generate $3,000,000 in gross revenues.

ALTERNATIVES: Move to Approve Resolution 2026-
Move to Deny Resolution 2026-

RECOMMENDATION: City Administration recommends approval of Resolution #2026-206 so as to make progress towards successful Good Life District development.

SAMPLE MOTION: .

ATTACHMENTS:
1. Resolution
2. Boundary

RESOLUTION 2026-206

A RESOLUTION TO OFFER CERTAIN REAL PROPERTY KNOWN AS VETERAN'S VILLAGE FOR SALE

WHEREAS, the City of Grand Island, Nebraska (the "City") is the owner of certain real property located in Hall County, Nebraska, shown in Exhibit A which will be more specifically defined by survey prior to finalization of sale. This property is included in the Master Plan adopted by the Grand Island City Council on February 11, 2025 and is noted as "Veteran's Village;" and

WHEREAS, the Property owned by the City includes approximately 225 acres of real estate and is wholly within the boundaries of the Good Life District Program Area as set forth in Grand Island City Code Chapter 38, Article II, Section 1. The Property is generally described as follows: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD/ U.S. HIGHWAY 281, AND THE WEST RIGHT-OF-WAY LINE OF BROADWELL AVENUE; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE OF BROADWELL AVENUE, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BROADWELL AVENUE, AND THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY COMPANY, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 2; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 2, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WEBB ROAD, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF WEBB ROAD TO THE SOUTHEAST CORNER OF LOT 6, TIMBERLINE SECOND SUBDIVISION; THENCE EAST, TO THE SOUTHEAST CORNER OF LOT 1, SCHUMANN SUBDIVISION; THENCE NORTH, ALONG THE EAST LINE OF SAID SCHUMANN SUBDIVISION, TO THE NORTHEAST CORNER OF LOT 11, SCHUMANN SUBDIVISION, POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6, LAWTON SUBDIVISION; THENCE NORTH, ALONG THE EAST LINE OF SAID LAWTON SUBDIVISION, TO NORTHEAST CORNER OF LOT 1, LAWTON SUBDIVISION, THENCE ON A NORTHERLY EXTENSION OF THE EAST LINE OF LAWTON SUBDIVISION TO THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD/U.S. HIGHWAY 281; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD/U.S. HIGHWAY 281, TO THE POINT OF BEGINNING; and

WHEREAS, 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; and

WHEREAS, the City wishes to offer for sale a portion of the Property, to be more specifically described by survey prior to a formal sale ordinance. Specifically, the City wishes to sell the western portion of the Property generally bounded by the northwest corner of Eagle

Scout Lake, continuing south from the northwest corner until the southern boundary of the current Softball complex, then east until a point near the edge of the eastern most boundary of the south parking lot, then south until the southern most border of the city's property. This general area is illustrated in Exhibit A attached hereto; and

WHEREAS, the City wishes to make this offer to further facilitate development of Veteran's Village in a manner consistent with the development goals contained in the City of Grand Island's Good Life District Economic Development Program, the City's ability to continue to maintain and operate existing parks amenities already operating in this area, and subject to such terms and conditions as may be necessary to ensure successful financial support of proposed development through means which may include Tax Increment Financing, Occupation Taxes, Apportioned State Sales Tax, a Community Improvement District, and terms and conditions as may be required by potential bond financings; and,

WHEREAS, Woodsonia Real Estate, Inc, and/or related entity Woodsonia GI GLD, LLC, ("Woodsonia") has made representations to the City that it wishes to acquire portions of the Property offered for sale to facilitate its delivery of their proposed Veteran's Village development; which includes critical project components including an indoor sports complex of at least 140,000 square feet, proposed multi-purpose all turf outdoor fields, an aquatic center (proposed to be completed by the YMCA), public infrastructure improvements, an expanded Eagle Scout Lake, an amphitheater, a fishing pier, and at least two miles of public trails. Woodsonia has also proposed other development to include commercial property, mixed use property, multi-family and single-family housing, and commercial improvements such as a hotel, restaurant, and retail facilities. These enhancements will be more fully defined in a separately developed Good Life District Agreement and other supplemental written agreements; but generally constitute the "Project"; and

WHEREAS, the City Council has determined that it is in the best interest of the City to offer the western portion of the Property for sale "as-is" to Woodsonia Real Estate, Inc (Shown on Exhibit A as "Sale" and/or "Sale with Reversion" for demonstrative purposes) for use in furtherance of anticipated Good Life District development. Such offer and final sale will be subject to the completion of: a legal survey defining the boundaries of the Property (the "Survey"), development of legal descriptions which more precisely define the portions of property to which a limited reversionary condition would apply, to define terms as may be necessary to ensure successful commencement and completion of the Critical Project Components, a commitment to transfer land to Grand Island Public Schools, completion of a formal sale ordinance and other necessary closing benchmarks, and other routine and ordinary conditions of sale; and,

WHEREAS, the City Council wishes to provide notice of its intent to facilitate additional transfers of property, property rights, or property access as it may determine necessary in the future to facilitate development needs which may occur on property retained by the City such as construction of infrastructure, construction access, easements, temporary occupation during construction; but understands those transfers will occur as needed and

through a variety of different means and methods, some of which may not come back before Council for their review; and,

WHEREAS, the City Council understands that a portion of the property to be offered for sale is intended to be used to facilitate construction of an expansion of Eagle Scout Lake and may be offered or gifted back to the City upon the completion of development; and,

WHEREAS, the City Council notes that it understands that an additional transfer of property or property rights will be necessary to facilitate and assist the YMCA of Grand Island in the development of an Aquatics Center and other facilities, at a location currently occupied and used by the City as a soccer field; but that that transaction will be presented through separate action by Council as those opportunities become available; and,

WHEREAS, this offer to sell portions of the Veteran's Village property is made by the City contingent upon formalization and approval of an Ordinance by the City Council as required by law; all proper publication; and the development and recording of referenced covenants, restrictions, and reversion obligations; and

WHEREAS, the City Council makes this offer contingent upon the City Clerk receiving conditional acceptance by Woodsonia Real Estate, Inc. no later than 4:00 p.m. on August 19th, 2026, with a sale ordinance anticipated to be presented to the City Council on September 8, 2026 with closing to occur by October 30, 2026, unless remonstrance periods or challenges require delay.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to offer the Property generally depicted in Exhibit A for sale "as-is", subject to the following key terms and conditions:

Section 1. ***Survey.*** The offer and any resulting sale shall be conditioned upon the completion of a legal survey (the "Survey") by a licensed Nebraska Professional Land Surveyor defining and establishing the legal boundaries of the Property, excluding portions to be retained by the City. The Property for sale is generally designated above and in Exhibit A attached hereto and incorporated herein by reference, but shall be supplanted by the Survey once it is complete and the property is defined, at the sole discretion of the City.

Section 2. ***Purchase Price and Payment.*** The purchase price for the Property shall be Three Million Dollars ($3,000,000.00), to be paid in full by the purchaser at the time of closing.

Section 3. ***Earnest Money Deposit.*** Upon acceptance of the offer by the City, the purchaser shall deposit earnest money in the amount of Five Percent (5%) of the purchase price, being One Hundred Fifty Thousand Dollars ($150,000.00), with such deposit to be made by certified check provided to the City Clerk no later than 4:00 p.m. on August 19, 2026. Said earnest money shall be non-refundable and will be credited to the cost of any closing expenses first, then the remainder towards the final purchase price upon closing as may be authorized in the final sale ordinance. Should closing not take place, the deposited amount shall be

forfeited to the City unless closing is prevented by successful remonstrance in which case the deposit, less any expenses associated with defense of any remonstrance action, will be returned to the purchaser.

Section 4. *Acceptance Deadline.* Should the offer be accepted by and through the City Clerk no later than 4:00 p.m. August 19, 2026 the City will: prepare a sale ordinance as required by law, commence with processing said formal sale in compliance with law, procure a legal survey of the final sale boundaries, and develop and record all covenants and reversions consistent with the offer terms noted below and documented in the sale ordinance. The City anticipates presentation of said sale ordinance at a regular meeting of the City Council on September 8, 2026 with a closing to occur on October 30, 2026 unless remonstrance periods or challenges require delay.

Section 5. *Protective Covenants. & Reversions.* The sale of the Property will be subject to protective covenants as developed by the City and incorporated into the sale documents and deed. Said covenants shall run with the land and shall include recordings consistent with the following:

(a) *Restriction on Manufacturing and Industrial Use.* The Property shall not be zoned or used for any manufacturing or industrial uses, by the purchaser or any successor in interest for a period of at least 99 years. This prohibition shall be interpreted broadly and shall apply whether such designation or use arises by application, rezoning, conditional or special use authorization, or by any subsequent owner regardless of authorization. Purchaser shall similarly restrict subsequent owners by recorded declaration of covenants running with the land.

(b) *Tax Exemption.* Purchaser shall not convey the Property, or any portion thereof, or any structures thereon, to any entity which would be exempt from the payment of real estate taxes, will not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; provided, however, that any parcel or lot owned by or transferred to (i) the City of Grand Island; (ii) Hall County, Nebraska; (iii) the State of Nebraska; (iv) Grand Island Public Schools; or (v) the owner or operator of a public utility shall be exempt from this limitation. Purchaser will similarly restrict subsequent owners by recorded declaration of covenants running with the land.

(c) *Real Estate Protest.* Purchaser shall record a declaration of covenants running with the land that guarantees itself and any subsequent purchaser of a subdivided parcel, or ground lessee, shall not protest the assessed valuation of improvements below that which is associated with any established terms and conditions of any Redevelopment Contract or Agreement which may be entered into by the Community Redevelopment Authority on or before October 1, 2054. Purchaser will also require each lease, sublease, occupancy agreement, or other right of possession to contain a similar provision prohibiting the tenant from filing, supporting, financing, or cooperating in any tax

protest inconsistent with the terms of any Redevelopment Note which may be developed by the Community Redevelopment Authority.

(d) **Separation from Real Estate**. Purchaser shall not apply to the Hall County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within any future Redevelopment Site located in the purchased property so long as any Redevelopment Agreement or Note may be applicable, and will similarly restrict subsequent owners by recorded declaration of covenants running with the land.

(c) ***Redevelopment and Good Life District Agreements.*** Purchaser shall cause any Redevelopment Agreements and Good Life District Development Agreements to be recorded with each parcel or lot to ensure notice runs with the land as to any such agreements as may be entered into from time to time.

(d) ***Specific Critical Components.*** The portions of the property sold subject to a Reversion clause shall be used first for the delivery of all components identified as critical project components and the recorded agreement will specifically advise successors in interest that a portion of the property is subject to reversion should the critical components not be completed as required. This shall apply to all critical project components (Indoor Sports Complex of at least 140,000 sq ft, multi-purpose all turf outdoor fields, public infrastructure improvements, an expanded Eagle Scout Lake, an amphitheater, a fishing pier, and at least two miles of public trails) except for the aquatics center and the portion of land designated to be transferred to the Grand Island Public Schools.

Section 6. ***Reversion Clauses.*** As a condition of sale, the offer and the deed conveying the Property shall include an express provision that all portions of the Property designated for Reversion in Exhibit A (to be more particularly defined by the Survey) except for the school lot shall automatically revert to the City of Grand Island upon the occurrence of either of the following conditions as defined in subparagraphs (a) and (b):

(a) ***Failure to Commence Construction.*** The critical project components (excepting the Aquatics Center) of the Project outlined in the Good Life District Agreement (GLDA) — including the indoor sports complex element, multi-purpose all turf outdoor fields, and public infrastructure improvements — have not commenced construction within twelve (12) months of the date of closing (site preparation, mass grading, lake expansion, and sports complex) or within thirty-six (36) months of the date of closing (amphitheater, fishing pier, turfed outdoor sports fields); and/or

(b) ***Failure to Complete.*** The critical project components of the Project outlined in the GLDA, and Sec 5(d) of this Resolution, (excepting the Aquatics Center) and final sale ordinance have not reached final completion within five (5) years of the date of closing.

(c) Failure to Transfer School Lot. In the event the Developer has not transferred to Grand Island Public Schools a parcel or lot of sufficient size to construct and operate an elementary or middle school (proposed to be at least 10 acres) within the earlier of:

twelve (12) months of completion of site preparation and mass grading with respect to the critical project components; or, thirty-six (36) months from the date of closing, that lot shall revert to ownership by the City.

For purposes of this Section, "Commencement" will generally be demonstrated by the issuance of building permits, approval by the City Engineer of public infrastructure plans and the commencement of construction, or other competent evidence of commencement issued by the City or other regulatory agency. "Completion" will generally be defined as acceptance of public improvements by the City, obtaining an occupancy permit for any buildings, or certification by the City that the project component has been completed through processes contained in an anticipated Good Life District Agreement.

The reversion right established herein shall be set forth in the deed of conveyance and shall constitute a condition subsequent running with the land. In the event of reversion, as defined above, the City file proof of the same with the Register of Deeds and title to the Property shall automatically vest in the City of Grand Island without the necessity of re-entry or additional legal proceedings. Similarly, the City will provide Purchaser with written certification from the City upon commencement and/or completion of the critical project components as those tasks are accomplished.

Section 7. *Other Terms.*

(a) *Access for relocation.* The sale will be conditioned upon permitting the City continued access to the property as may be needed to relocate any utility, fiber optic cable, or other encumbrances from the sale parcel.

(b) *Tenant rights*. Woodsonia will be required to permit the current farm tenant unincumbered access to the property until such time the current lease expires and all crops have been removed from the property. This is estimated to occur in late fall of 2026 and may occur prior to closing.

(c) *Public access and Developer access.* The sale will acknowledge that the City may need to temporarily use, at no cost, Developer property for the relocation of existing sports facilities during construction of the Project and will acknowledge that the Developer will need to temporarily use, at no cost, City property for the construction of infrastructure intended to be public and to ensure proper site preparation.

(d) *Easement & Right-of-Way.* The sale will be contingent upon the Developer agreeing to provide to the City, at the time of subdivision, and as may be needed from time to time through development, at no additional cost, liability, or expense, all property which may be required for temporary or permanent easement or right-of way related to public improvements and utilities (streets, sewers, storm sewers, electric or water utilities, or other utilities).

(e) *Other Warranties*. The Purchaser understands they will purchase the property "as-is" and that the City cannot, nor will it, provide warranty or guarantee about the property's condition to include but not be limited to, environmental compliance. Purchaser has been given liberal access to the property and the City has permitted Purchaser's engineers access to the property for review as they have seen fit.

(f) *Title Commitments*. Purchaser may pursue any title commitments or insurance it wishes to obtain at its expense. Should title commitments obtained before first reading of the sale ordinance demonstrate the City does not hold marketable title to the Property, the City will refund the Purchaser any posted earnest deposit.

(g) *Property Taxes*. The City will remain responsible for all property taxes for the year prior to Closing and any portion of the year of closing on a prorated basis.

(h) *No Real Estate Commission*. No party has, or will, retain any broker or agent to represent it in connection with this transaction who is entitled to any commission. If the City opts to use a third party to facilitate closing, it will do so at its own expense.

Section 8. ***Formalization by Ordinance.*** The foregoing terms and conditions are intended as key terms for an offer to purchase the Property. The sale of the Property shall be formalized by ordinance of the City Council, which ordinance shall incorporate the terms set forth herein. No sale of the Property shall be final or binding upon the City until such ordinance has been duly adopted by law by the City Council of the City of Grand Island, Nebraska.

Section 9. ***Authorization.*** The Mayor is hereby authorized to sign this Resolution and to present the offer contained herein to Woodsonia and the City Clerk is authorized to formally receive any acceptance and deposit of earnest money. Should the offer be accepted, the Mayor, City Administrator, City Engineer, and/or City Attorney are authorized and directed to take such steps as are necessary or appropriate to implement this Resolution, including but not limited to causing the Survey to be completed, signing any preliminary platting of land into lots they may deem necessary, and presenting a sale ordinance to the City Council for consideration at a meeting on September 8, 2026.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2026.

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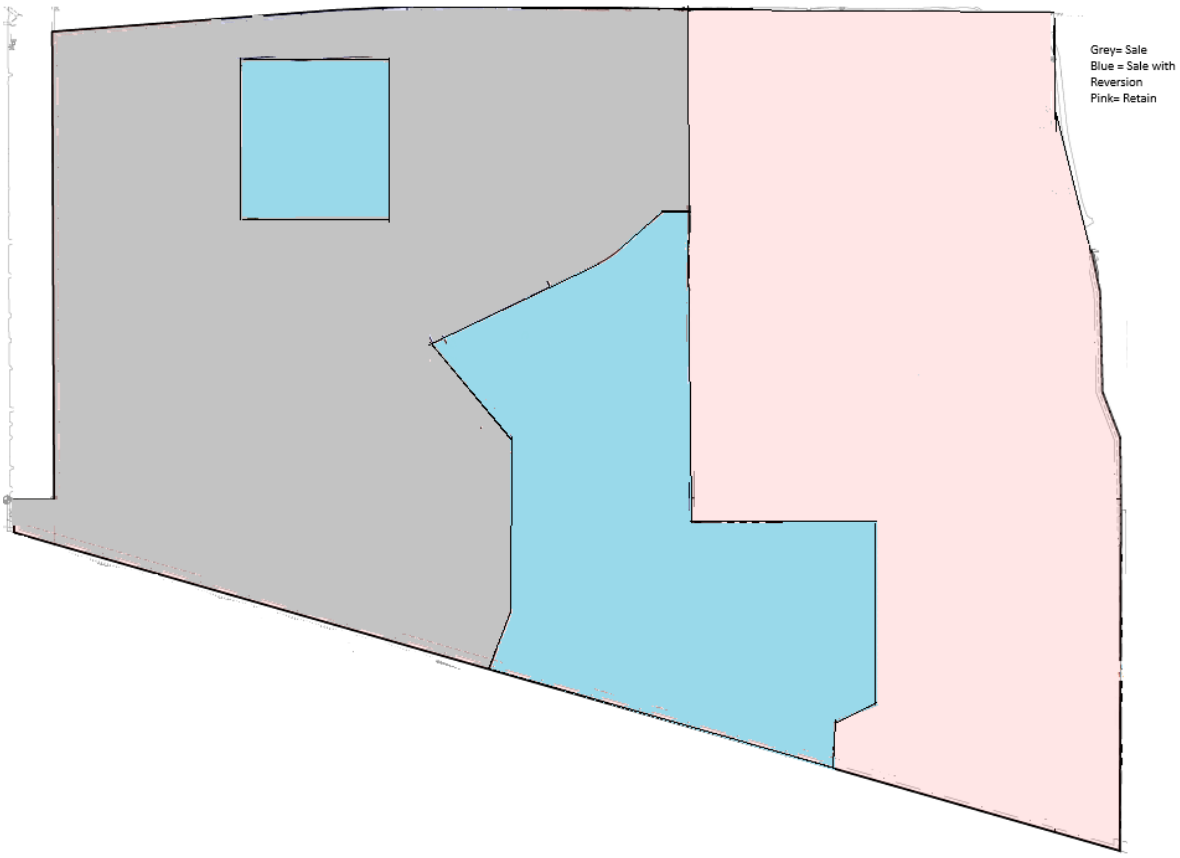
Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk

EXHIBIT A




AIRPORT RD W
AIRPORT RD W
AIRPORT RD W
BROADWELL AVE N
OLD HIGHWAY 2 W
OLD HIGHWAY 2 W

AGENDA MEMO

To: The Mayor and City Council

Agenda: City Council Meeting

Date: July 28, 2026

Item #: 12.b.

Subject: ORDINANCE NO 10,084 AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE II, SECTIONS 14 “DEFINITIONS” AND SECTION 16 “GOOD LIFE DISTRICT OCCUPATION TAX”, A PROVISION OF THE CITY OF GRAND ISLAND’S A GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM TO CREATE AN ADDITIONAL GOOD LIFE DISTRICT OCCUPATION TAX OVER PORTIONS OF THE GOOD LIFE DISTRICT PROGRAM AREA AS DEFINED THEREIN AND TO PROVIDE FOR PUBLICATION AND AN EFFECTIVE DATE OF THIS ORDINANCE.

Staff Contact: Patrick Brown, City Administrator; Kari Fisk, City Attorney

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BACKGROUND:

The City of Grand Island has adopted a Good Life District Economic Development Program and has codified the same in Chapter 38, Article II of Grand Island City Code. This Program was adopted after voter approval granted as the result of an August 13, 2024 special election.

The 2025 Nebraska Legislature passed legislation identified as LB707 which modified certain portions of the Good Life District Transformational Projects Act and the Good Life District Economic Development Act, those changes were codified into City Code via Ordinance 10,029. In said ordinance, the City’s prior Good Life District Occupation Tax ceased local administration as the State took over collection.

A request has been made by Woodsonia Real Estate, Inc, who has an application pending under the City’s Good Life District Economic Development Program, for the City to create a Good Life District Occupation Tax to be applied only to the portions of the Program Area located north of the BNSF railroad (full legal description to be codified in the Ordinance) of two percent (2%).

DISCUSSION:

As proposed this Occupation Tax would be in addition to all other sales taxes or allocated taxes imposed on transactions in this area.

This tax would be imposed effective October 1, 2028. As the property is largely undeveloped at this time the tax would apply only to taxable transactions which occur at City sports fields in the parcel or to temporary users of space who may engage in taxable transactions within the boundaries until such time as other development may occur.

Revenue would be deposited into the Program Fund established as part of the Good Life District Program Ordinance, or one of its permissible subaccounts. This revenue would be available to as a Local Source of Revenue as authorized by Chapter 38, Article II of City Code for authorized purposes within the proposed boundaries of the Veteran's Village Occupation Tax area.

FISCAL IMPACT: No substantive fiscal expenses would occur until October 1, 2028. At that time administrative expenses related to imposition and collection of said occupation tax would accrue and would be funded out of the 3% administrative fee authorized under 38-18.

No revenue would accrue until after October 1, 2028 and would be deposited into the Program Fund established as part of the Good Life District Program Ordinance, or one of its permissible subaccounts.

ALTERNATIVES: Move to Approve Ordinance 10,084
Move to Deny Ordinance 10,084
Move to Continue

RECOMMENDATION: As Woodsonia Real Estate, Inc has identified this Occupation Tax as an action item which is an essential term of their participation in proposed development; and whereas there is no fiscal impact to the City at this time, City Administration recommends approval of this Ordinance.

SAMPLE MOTION: Move to Approve Ordinance 10,084

ATTACHMENTS:
1. Ordinance

ORDINANCE NO 10,084

AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE II, SECTIONS 14 "DEFINITIONS" AND SECTION 16 "GOOD LIFE DISTRICT OCCUPATION TAX", A PROVISION OF THE CITY OF GRAND ISLAND'S A GOOD LIFE DISTRICT ECONOMIC DEVELOPMENT PROGRAM TO CREATE AN ADDITIONAL GOOD LIFE DISTRICT OCCUPATION TAX OVER PORTIONS OF THE GOOD LIFE DISTRICT PROGRAM AREA AS DEFINED THEREIN AND TO PROVIDE FOR PUBLICATION AND AN EFFECTIVE DATE OF THIS ORDINANCE.

SECTION 1. Findings

THE CITY COUNCIL OF THE CITY OF GRAND ISLAND HEREBY FINDS THAT:

The City of Grand Island has adopted a Good Life District Economic Development Program and has codified the same in Chapter 38, Article II of Grand Island City Code. This Program was adopted after voter approval granted in the August 13, 2024 special election.

The 2025 Nebraska Legislature passed legislation identified as LB707 which modified certain portions of the Good Life District Transformational Projects Act and the Good Life District Economic Development Act, those changes were codified into City Code via Ordinance 10,029. In said ordinance, the City's prior Good Life District Occupation Tax ceased local administration as the State took over collection.

A request has been made by Woodsonia Real Estate, Inc, who has an application pending under the City's Good Life District Economic Development Program, for the City to create a two percent (2%) Good Life District Occupation Tax to be applied only to the portions of the Program Area located north of the BNSF railroad (full legal description contained below).

As proposed this Occupation Tax would be in addition to all other sales and use taxes or allocated taxes imposed on transactions in this area.

This tax would be imposed effective October 1, 2028. As the property is largely undeveloped at this time the tax would apply only to taxable transactions which occur at City sports fields in the parcel or to temporary users of space who may engage in taxable transactions within the boundaries until such time as other development occurs after the effective date.

SECTION 2: Chapter 38, Section 14 and Section 16 are amended as follows. All definitions not amended or added remain unmodified:

38-14 Definitions

The following terms shall have the following meanings when used in Chapter 38, Article II (Sections 38-12 through 38-22):

- *Act* shall have the same meaning as the *Good Life District Economic Development Act*
- *Additional good life district retailer* shall mean a for profit, as described in subdivision (8)(c) of this section, retailer that opens a new location in a good life district, has retail space at the time the good life district was established within the good life district or within forty miles of the district, and maintains the new location within the good life district plus all locations existing at the time the good life district was established within the good life district or within forty miles of the district for three years from the date when the additional good life district retailer first located within the good life district. If the number of locations within the good life district or within forty miles of the district falls below the number required to be an additional good life district retailer but is at least equal to the

number that existed at the time the good life district was established within three years, such retailer shall qualify as a relocated good life district retailer subject to the restrictions and requirements of subdivision (14) of this section. The term includes a Related Person

- *Applicant* shall mean any applicant for Program Funds
- *Bond* has the same meaning as Neb. Rev. Stat. §10-134
- *City* shall mean the City of Grand Island
- *Controlling property rights* means, with respect to real estate in a good life district, the authority of a good life district applicant or project area applicant to manage and control the development of real estate, including through direct ownership or through leasehold rights, joint ventures, purchase contracts, restrictive covenants, or any other similar arrangement. Whenever such property rights do not include direct ownership, the good life district applicant or project area applicant shall not be considered to have controlling property rights unless such applicant has submitted to the department a waiver and acknowledgment from the property owner that (a) the owner consents to his or her property being included in the project area, (b) the owner acknowledges that the applicant or city, as applicable, will have certain rights with respect to how local sources of revenue from the owner's property will be spent or allocated, and (c) the owner is waiving any and all rights with respect to all such revenues for the duration of the good life district and that such waiver will apply to all subsequent owners of the property
- *District* shall have the same meaning as *Good Life District*
- *Eligible Costs* shall mean: payment and reimbursement of (a) the costs of acquisition, planning, engineering, designing, financing, construction, improvement, rehabilitation, renewal, replacement, repair, landscaping, irrigation, and maintenance of privately and publicly owned real estate, buildings, improvements, fixtures, equipment, and other physical assets within the Good Life District and debt service on such real estate, buildings, improvements, fixtures, equipment, and other physical assets, (b) the costs of construction and acquisition of publicly owned infrastructure and publicly owned property rights within or related to the Good Life District, (c) costs of and related to the public right-of-way, including streets, signage, lighting, refuse services, and landscaping, (d) the costs of new technology assets, including hardware, software, and related intellectual property, (e) the costs of marketing and tenant improvement allowances, and (f) city costs related to implementing, operating, and funding the Program. Eligible costs will not include expenses which may be considered non-revenue producing under this Article or Neb. Rev. Stat. §77-4410(14) unless expressly allowed by Council by and through an approved application and unless those expenses represent less than twenty-percent of any funds received by and through that approved application and no portion of those costs have been provided for through any other government issued or backed grant, loan, bond, or tax increment financing.
- *Evidence of Commitments* shall mean evidence of commitments from any source, provided in written form acceptable to the City, so long as the evidence relates to any portion of the project described in the application made to the State upon creation of the District, as amended or supplemented. Evidence may be certified by the City prior to submission to the State.
- *Fund* shall have the same definition as Good Life District Program Fund.
- *Good Life District Applicant* shall mean the person who applied for the Good Life District as approved by the Department of Economic Development, or any Related Person.
- *Good Life District Economic Development Act* shall mean the Act as in effect on August 13, 2024.
- *Good Life District Economic Development Program* means the good life district economic development program established pursuant to Ordinance No. 9983 of the City pursuant to the Act, and codified in Chapter 38, Article II, of the City Code, to utilize funds derived from local sources of revenue for the

purpose of paying eligible costs, and for paying the principal of and interest on bonds issued pursuant to the Act.

- *Good Life District Occupation Tax* means ~~the~~ any occupation tax as described in Section 38-16 of the City Code.
- *Good Life District Program Area* means the area provided in Section 38-13 of the City Code, established pursuant to the Act for the Program which shall include all property within the Good Life District.
- *Good Life District Program Fund* means the fund established and described in Section 38-18 of the City Code.
- *Good Life District Retailer* means a retailer with taxable sales that is located in the Grand Island Good Life District. The term includes an individual person.
- *Good Life District* shall mean the District established by the State of Nebraska within the City pursuant to the Good Life Transformational Projects Act.
- *Legislative Findings* shall incorporate the findings made in Neb. Rev. Stat. §77-4409 as in place on August 13, 2024, and shall include the findings of Council contained in Ordinance No: 9983.
- *Local Sources of Revenue* means the sources of revenue established for the Program, revenue generated by and through the powers of the Act, and any revenue generated from grants, donations, or state and federal funds received by the City for the Program, subject to any restrictions of the grantor, donor, or state or federal law. Excepting that no property tax revenue generated within the District shall be considered a Local Source of Revenue eligible for appropriation into the Program.
- *New Business* means (i) a new-to-market sales tax collecting business that was not legally licensed and located within the good life district or within forty miles of the good life district prior to the creation of such district and (ii) any Related Person. New business does not include the residential portion of any business. New business does not include the location of any entity that for purposes of the Nebraska Revenue Act of 1967 is either (A) not subject to sales and use taxes or (B) not subject to either an income tax or a franchise tax under sections 77-3801 to 77-3807. It shall also include all other definitions contained in Neb. Rev. Stat. 77-4403 as amended by LB707 (2025).
- *New Development Costs* means development costs that are incurred as part of a project located in a good life district as approved by the Grand Island City Council via the processes set forth in Chapter 38, Article II of City Code.
- *Nonrevenue Producing Costs* means costs paid from the Fund for (a) construction or acquisition of privately owned real and personal property which is not expected to generate local sources of revenue for the Program through the use of such property in the operation of one or more businesses located in the District or (b) operating expenses or other noncapital expenditures of a qualifying business which is not a governmental entity.
- *Occupation Tax* shall mean a Good Life District Occupation Tax as established by the City of Grand Island.
- *Program Area* shall have the same meaning as Good Life District Program Area
- *Program* shall have the same definition as Good Life District Economic Development Program.
- *Project(s)* shall mean any project within the boundaries of the District which is in compliance with the Act and this Program except that project shall also include publicly owned infrastructure necessary to support economic development within the boundaries of any approved District and shall not include any ineligible project or project funded with resources which make it ineligible for Program funding.
- *Qualifying Business* shall mean for purposes of making application for Program funds, any person, entity, corporation, nonprofit corporation, partnership, limited liability company, or sole proprietorship which owns or leases property or operates its business within the boundaries of the District; any person

or entity who, as part of their application, demonstrates a plan to own or lease property or operate its business within the District; the person, corporation, or entity, who made an approved application within the District; and the City of Grand Island; and any political subdivision, state agency, or other governmental entity which includes any portion of an approved Good Life District within its territorial boundaries. If a municipal, state, or federal license is required for the operation of a business, a business shall only be considered a qualifying business if they have the required license and maintain that license in good standing. Qualifying business also includes any Related Person as defined in Neb. Rev. Stat. §77-4403.

- *Related Persons* shall mean any corporations, partnerships, limited liability companies, or joint ventures which are or would otherwise be members of the same unitary group, if incorporated, or any persons who are considered to be related persons under either section 267(b) and (c) or section 707(b) of the Internal Revenue Code of 1986, as amended.
- *Relocated Good Life District Retailer* shall mean (a) a retailer that relocates to the District and that has less than one hundred thousand square feet of retail space at the time the District was established for any single location that is outside of the District but located within forty miles of the District with no location being equal to or greater than one hundred thousand square feet and (b) any Related Person. After ten years from when the Relocated Good Life District Retailer first located within the District or exceeded one hundred thousand square feet of retail space, such retailer shall no longer qualify as a Relocated Good Life District retailer.
- *Replacement Tax* shall mean any tax imposed by the City designed to replace the portion of the State Sales and Use Tax reduced by the Act within the boundaries of the District.
- *Sales and Use Tax* shall mean the Sales and Use Tax imposed by the State of Nebraska pursuant to the Nebraska Revenue Act of 1967, as amended from time to time.
- *State Sales Tax* shall have the same meaning as *Sales and Use Tax*
- *Termination* shall mean termination of the Good Life District if the conditions set forth in Neb. Rev. Stat. §77-4406, as in effect on August 13, 2024, are not demonstrated by the applicant, the City of Grand Island, or any other person or if, through the passage of time, the District shall have ceased to exist by operation of law.
- *Veteran's Village Occupation Tax Area* shall mean the Occupation Tax imposed pursuant to Section 38-16 within the following boundaries: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD/ U.S. HIGHWAY 281, AND THE WEST RIGHT-OF-WAY LINE OF BROADWELL AVENUE; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE OF BROADWELL AVENUE, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BROADWELL AVENUE, AND THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY COMPANY, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 2; THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 2, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WEBB ROAD, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF WEBB ROAD TO THE SOUTHEAST CORNER OF LOT 6, TIMBERLINE SECOND SUBDIVISION; THENCE EAST, TO THE SOUTHEAST CORNER OF LOT 1, SCHUMANN SUBDIVISION; THENCE NORTH, ALONG THE EAST LINE OF SAID SCHUMANN SUBDIVISION, TO THE NORTHEAST CORNER OF LOT 11, SCHUMANN SUBDIVISION, POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6, LAWTON SUBDIVISION; THENCE NORTH, ALONG THE EAST LINE OF SAID LAWTON SUBDIVISION, TO NORTHEAST CORNER OF LOT 1, LAWTON SUBDIVISION, THENCE ON A NORTHERLY EXTENSION OF THE EAST LINE OF LAWTON SUBDIVISION TO THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD/U.S. HIGHWAY

281; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD/U.S. HIGHWAY 281, TO THE POINT OF BEGINNING.

- *Viable Development* shall mean the proposed development is demonstrated to be not inconsistent with the statutory requirements of the District where the project is located as defined in Grand Island City Code Chapter 38, Article II, the Good Life District Transformational Projects Act, as may be amended from time to time, and/or the Good Life District Economic Development Program Act, as may be amended from time to time.

38-16 Good Life District Occupation Tax

~~From October 1, 2024 to September 30, 2025 the City shall impose a Good Life District Occupation Tax in the amount of 2. 75% on all establishments located within the Good Life District Program Area (38-13), and/or any transactions occurring within the Good Life District Program Area which are subject to State Sales and Use Tax . Council hereby finds, determines, and declares it is appropriate a tax be imposed and said tax is authorized by the Good Life District Economic Development Act, the Program Ordinance adopted by the City of Grand Island, and furthers the purposes required within the Act and Program.~~

Beginning October 1, 2028 and continuing until September 30, 2054 the City shall impose a Good Life District Occupation Tax in the amount of 2.00% on all establishments located within the Veteran's Village Occupation Tax Area (38-14), and/or any transactions occurring within the Veteran's Village Occupation Tax Area (38-14) which are subject to State Sales and Use Tax. Council hereby finds, determines, and declares it is appropriate a tax be imposed and said tax is authorized by the Good Life District Economic Development Act, the Program Ordinance adopted by the City of Grand Island, and furthers the purposes required within the Act and Program.

Said Good Life District Occupation Tax shall be imposed on all items which are subject to the Nebraska State Sales and Use Tax ("State Sales Tax") as defined in the Nebraska Revenue Act of 1967 as amended from time to time.

All revenue derived from ~~this~~ any Good Life District Occupation Tax shall be deposited into the Program Fund established as part of the Good Life District Program Ordinance and shall be used for the purposes allowed by that Fund.

~~All persons or entities engaged in any sales which would be subject to State Sales Tax within the Program shall collect this occupation tax at a rate of 2.75% on sales subject to State Sales Tax. Itemization of this tax may be made, but is not required, on the bill, receipt, or other invoice to the purchaser, but each person or entity engaged in taxable sales shall remain liable for the tax imposed by this section.~~

~~Each and every person or entity operating any establishment and/or making any transactions or sales subject to State Sales and Use Tax, within the Program Area shall, starting October 1, 2024, and continuing until September 30, 2025 impose said tax; and every person or entity not located within the Good Life District Program Area, but conducting transactions or sales subject to the State Sales and Use Tax within the Good Life District Program Area, will have the authority to impose said Occupation Tax effective October 1, 2024 and must fully impose said Occupation Tax no later than November 1, 2024 and continuing until September 30, 2025.~~

Each and every person or entity operating any establishment and/or making any transactions or sales subject to State Sales and Use Tax, within the Veteran's Village Occupation Tax Area shall, starting October 1, 2028, and continuing until September 30, 2054 impose said additional 2.00% tax; and every person or entity not located within the Good Life District Program Area, but conducting transactions or sales subject to the State Sales and Use Tax within the Good Life District Program Area, must impose said Occupation Tax effective October 1, 2028 and continuing until September 30, 2054. This Occupation Tax shall be in addition to the State Sales Tax. Itemization of this tax may be made, but is not required, on the bill, receipt, or other invoice to the purchaser, but each person or entity engaged in taxable sales shall remain liable for the tax imposed by this section.

The Finance Director shall, for purposes of this occupation tax, and other duties contained in Chapter 38, Article II, have the same authorities and responsibilities as set forth in Grand Island City Code Chapter 23, Section 72.

If any person or entity neglects or refuses to make a return of payment of the taxes as required by this article, the Finance Director shall follow the provisions of Grand Island City Code Chapter 23, Sections 70, 71, 73, 74, and 76 for the collection of any taxes authorized herein. The Finance Director shall not have authority to waive any penalties or interest which shall accrue due to failure to remit any owed tax or to make prompt return.

Persons or entities operating any establishment and/or making any transactions subject to the additional 2.00% Occupation Tax within the Veteran's Village Occupation Tax Area shall remit said 2.00% Occupation Tax directly to the City and in a manner distinct from the remittance made to the State of Nebraska for the 2.75% allocated tax set forth in 38-17.

SECTION 3. Effective Date

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

Enacted July 28, 2026

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Roger G. Steele, Mayor

Attest:

_____

Jill Granere, City Clerk